



कोचिन पत्तन प्राधिकरण  
Cochin Port Authority

**COCHIN PORT AUTHORITY**

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**Tender for Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**

**BID DOCUMENT**

(Tender NoT12/T-2016/2024-C)

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

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

**COCHIN PORT AUTHORITY**

**Tender for Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**

<b>Sl. No</b>	<b><u>CONTENTS</u></b>	<b>Page No</b>
	<b>Tender Notice</b>	<b>4</b>
<b>Section –1</b>	<b>Invitation for Proposal</b>	<b>7</b>
1.1	Background	7
1.2	Request for Proposal / Bid	7
1.3	Due Diligence by the Bidders	7
1.4	Cost of Bid Document and EMD	8
1.5	Validity of the Bid	8
1.6	Selection Process	8
1.7	Pre Bid Meeting / Clarifications	8
1.8	Amendment of Bid Document	9
1.9	Communications	9
<b>Section-2</b>	<b>Site Information</b>	<b>10</b>
2.1	Information on International Container Transshipment Terminal (ICTT), Vallarpadam	10
<b>Section-3</b>	<b>Terms of Reference</b>	<b>12</b>
3.1	Background	12
3.2	Objective	12
3.3	Scope of the Assignment	13
3.4	Deliverables, Time and Payment Schedules	14
<b>Section-4</b>	<b>Instructions to Bidders</b>	<b>16</b>
4.1	Introduction	16
4.2	General Instructions	16
4.3	Downloading of Bid Document	17
4.4	The Bidder	17
4.5	Number of Bids	17
4.6	Cost of the Bid	17
4.7	Site Visit & Inspection of Data	17
4.8	Acknowledgement by Bidder	18
4.9	Right to reject any or all Bids	18
4.10	Contents of Bid Document	18
4.11	Amendment to Bid Document	18
4.12	Language of the Bid	19
4.13	Format and Signing of Bid	19
4.14	No Alternative Proposals by Bidders	19
4.15	The Bid	19
4.16	Price Bid	20
4.17	Submission of Bid	20
4.18	List of Documents to be Submitted	20
4.19	Late Bids	21

4.20	Opening of Bids	21
4.21	Bid Contents	21
4.22	Responsiveness of Bids	21
4.23	Acceptance of Bid	22
4.24	Currency	22
4.25	Negotiations	22
4.26	Award of Work	22
4.27	Signing of Agreement	22
4.28	Fraud and Corrupt Practices	22
4.29	Commencement and Completion of Work	23
4.30	Conflict of Interest	23
<b>Section-5 General Terms &amp; Conditions</b>		<b>26</b>
5.1	Definitions and Interpretation	26
5.2	General Provisions	26
5.3	Earnest Money Deposit/ Bid Security (EMD)	27
5.4	Liquidated Damages	27
5.5	Care and diligence	27
5.6	Taxes & duties	28
5.7	Confidentiality	28
5.8	Suspension of Assignment	28
5.9	Termination of Assignment	28
5.10	Termination Procedure	29
5.11	Force Majeure	29
5.12	Dispute between the Consultant and Cochin Port	29
5.13	Completion Certificate	31
5.14	Obligations of the Consultant	31
5.15	Facilities to be made Available to the Consultant	32
5.16	Performance Security	32
5.17	Safety Measures	32
5.18	Additions and Alterations	32
5.19	Bids with conditions	32
<b>Appendices</b>		
Appendix-I	Letter of Submission	33
Appendix-II	Proforma of Power-of-Attorney for Signing of Bid	35
Appendix-III	Declaration	37
Appendix-IV	Technical Bid - Undertaking	38
Appendix-V	Performa of Bank Guarantee towards Performance Security	39
Appendix-VI	Form of Agreement	41
Appendix-VII	Format for Furnishing Bank Information for e-Payment	43
Appendix-VIII	NEFT/RTGS Mandate Form of EMPLOYER	44
Appendix-IX	Undertaking for Financial Quote	45
Appendix-X	Price Bid for the Assignment	46

## COCHIN PORT AUTHORITY

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Chief Engineer's Office,  
Cochin – 682 009.

No.T12/T-2016/2024-C

Dated: 04/07/2024

### TENDER NOTICE

Limited Tenders in Electronic Tendering mode (e-tenders) on Lumpsum basis are invited from the **Consultants shortlisted** from the List of Empanelled Consultants of Indian Ports Association (IPA) under "Group 2 (a) Traffic Studies and Logistic Management Services" for "**Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**".

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

Download period	From 05.07.2024 to 14.30 hours on 19.07.20
Last date for seeking clarification	11.07.2024
Last date of uploading of Clarifications / Addendum / Corrigendum	15.07.2024
Last date and time of submission of Bid	14.30 hours on 19.07.2024
Date and time of opening the Bid	15.00 hours on 19.07.2024
Earnest Money Deposit	<b>Rs.1.00 lakh</b> , 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 <b>Appendix-VIII</b>
Cost of Bid Document	<b>Rs.2,360 (Rs.2000 + 18% GST)</b> (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 <b>Appendix-VIII</b>

3. Cochin Port was chosen by the Government of India to be the Transshipment Port for India through establishment of International Container Transshipment Terminal (ICTT) at Vallarpadam, as Cochin was the Indian Major Port closest to the international trunk routes. The first phase of ICTT was developed by the BOT operator, India Gateway Terminal Private Limited (IGTPL) and was commissioned in February, 2011 with the quay length of 600m and draft of 14.5m.
4. The shipping industry has evolved over the years with ever increasing vessel sizes with mainline container ships ranging from 15,000 TEUs to 21,000 TEUs, today,

requiring draft of 16.0m to 18.0m. Therefore higher draft is an important consideration to attract transshipment cargo.

5. In view of the above, Cochin Port is exploring the possibility of receiving deep drafted transshipment cargo vessels at ICTT Vallarpadam in line with the expansion of ICTT (Phase-II), by the Terminal operator M/s. IGTPPL. In this regard Cochin Port proposes to prepare Detailed Project Report, analyzing the Traffic potential and Financial viability of the project by providing channel deepening for accepting vessels upto 16m draft..
6. Towards this requirement, CoPA intends to avail the services of a competent, well experienced and reputed firm with a team of multi-disciplinary professionals and proven capabilities in the field (Consultant) from the Consultants shortlisted from the List of Empanelled Consultants of Indian Ports Association (IPA) under “Group 2 (a) Traffic Studies and Logistic Management Services” for **“Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft”** (hereinafter referred to as the Assignment).
7. The proposed funding towards the project shall be as below:
  - a) The Terminal operator, M/s IGTPPL, shall construct additional quay of 350m length and strengthen 50m length of the adjacent existing 600m long quay of ICTT for receiving 16m draft vessels at their cost
  - b) The cost of incremental capital and maintenance dredging for deepening the 400m (350 + 50) long basin for ICTT and the connecting port channel to 16m draft from the prevailing draft of 14.5m, shall be borne by CoPA.Dredging cost will be provided by CoPA to the Consultant for examining the feasibility of the project
8. The detailed scope of work in the proposed Consultancy services is detailed under **“Section 3 - Terms of Reference”** of the Bid Document.
9. Bid Documents can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in the above table by making online requisition. Bid Document will also be available in Cochin Port website ([www.cochinport.gov.in](http://www.cochinport.gov.in)) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/Banker’s Cheque drawn in favour of FA & CAO, CoPA along with the submission of Bid. Payment can also be made online mode (NEFT/RTGS) as per Bank details at **Appendix-VIII**.
10. The Bidders need to obtain the onetime 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”.
11. 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.
12. Bids shall be submitted **“online”** on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT), strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document. No Bids shall be accepted off-line (Hard copy).
13. 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.**

14. 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.
15. 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 Bid 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) Power of Attorney, if applicable, and (iii) Declaration in **Appendix III, along with letter of submission** in a sealed cover duly mentioning the Tender No. & Tender Name, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682009, KERALA**, before opening date and time of the Bid. **Non submission of the original financial instruments towards the Cost of Bid Document and EMD, Power-of-Attorney, if applicable, and Declaration, 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.
16. MSME Bidders except medium enterprises, 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 only be eligible for submission of Bid Document without any 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 Relevant Services of this Assignment, the Bid will be rejected.
17. 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](mailto:ce@cochinport.gov.in)

## SECTION-I

### INVITATION FOR PROPOSAL

#### 1.1 Background

1.1.1. CoPA is one of the 12 Major Ports of India. This all-weather natural port is located at Latitude 9° 58' N and Longitude 76° 15' E on the south west coast of India in the state of Kerala, on Willingdon Island which is an artificial Island tucked inside the backwaters. The backwaters offer calm and placid channels for ships throughout the year, even during the Monsoon season. Cochin lies beyond the cyclone zone, and therefore, the risk of cyclones is negligible. The entrance of the Port is through the Cochin Gut between the peninsular headland of Vypeen and Fort Cochin. The approach channel to the Port up to the Cochin Gut is about 13 km long with a width of 260m for a length of 11 km and 286m for the remaining length; design depth varies from (-) 15.95m CD to (-) 17.4m CD, to be maintained throughout the year. The maximum draft provided by CoPA to ships at berth is 14.5m, at the Container Terminal (ICTT).

The Port facilities are located mainly in Willingdon Island (356 ha area) which houses the Administrative Office and the Oil, Dry Cargo and Cruise Terminals apart from Vallarpadam (203 ha), where the ICTT (International Container Transshipment Terminal) is functioning, and Puthuvypeen (308 ha), where the storage tanks of BPCL, connecting to the SPM (Single Point Mooring) for Crude Oil receipt from ships and subsequent transfer to the Refinery, and the LNG and LPG Terminals are located.

Cochin Port is connected to the major industrial locations in India by the Railway Network; and by Road; NH-544, NH-66 and NH-85. An International Airport is located just 35 km away from the Port. Cochin Port is ISO 9001-2015 certified, and is ISPS and MARPOL regulation compliant.

Cochin Port was chosen by the Government of India to be the transshipment port for India through establishment of ICTT as Cochin was the Indian Major Port closest to the international trunk routes.

The first phase of ICTT was commissioned in February, 2011 with the quay length of 600m and draft of 14.5m. The ICTT has the capacity of 1.20 Million TEUs of containers per year.

The shipping industry has evolved over the years with ever increasing vessel sizes with mainline container ships ranging from 15,000 TEUs to 21,000 TEUs, today, requiring draft of 16.0m to 18.0m. Therefore, higher draft is an important consideration to attract transshipment cargo.

In view of the above on Cochin Port explores the possibility of receiving deep drafted transshipment cargo vessels at ICTT Vallarpadam.

#### 1.2 Request for Proposal / Bid

CoPA intends to avail the services of a competent, well experienced and reputed firm with a team of multi-disciplinary professionals and proven capabilities in the field (Consultant) for "ICTT Expansion Project – Creation of additional 350m long quay with 16m draft- Consultancy for preparation of Detailed Project Report (DPR)" (**herein after referred to as the Assignment**) with the background, objective, and Scope of Work (ToR)."

#### 1.3 Due Diligence by the Bidders

1.3.1 Bidders are encouraged to inform themselves fully about the Assignment before submitting the Bid.

#### **1.4 Cost of Bid Document and EMD**

1.4.1 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. Payment can also be made on the mode (NEFT/RTGS).

1.4.2 MSME Bidders except medium enterprises 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 relevant services of this Assignment, the Bid will be rejected.

#### **1.5 Validity of the Bid**

1.5.1 The Bids shall be valid for a period of at least 90 (Ninety) days from the Bid Due Date. CoPA reserves the right to reject any Bid, which does not meet this requirement. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any Bidder withdraw his Bid before these periods, or make any modification in the terms and conditions of the Bid which are not acceptable to the department, the earnest money deposited by the Bidder shall be forfeited.

1.5.2 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 in writing, 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, i.e., the extension shall be unconditional.

#### **1.6 Selection Process**

The Price Bid of only those Bidders who are found responsive shall be considered for detailed evaluation.

Contract will be awarded to the bidder whose bid has been determined to be responsive and who has offered the lowest lumpsum consultancy fee for the assignment.

#### **1.7 Pre-Bid Meeting:- Nil**

1.7.1 The Bidders who need clarifications on any specific issue shall inform CoPA in writing (in editable word/doc/docx format only) on or before 11.07.2024 at the address given in the Clause 1.9.1 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.

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



1.7.3 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

### 1.8 Amendment of Bid Document

1.8.1 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.

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

### 1.9 Communications

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

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

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

**Tender No. : No.T12/T- 2016/2024-C**

**Tender Name: Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft.**

**SIGNATURE OF BIDDER**

## SECTION-2

### 2. SITE INFORMATION

#### 2.1 Information on ICTT at Vallarpadam

Cochin Port was chosen by the Government of India to be the Transshipment Port for India through establishment of ICTT as Cochin was the Indian Major Port closest to the international trunk routes.

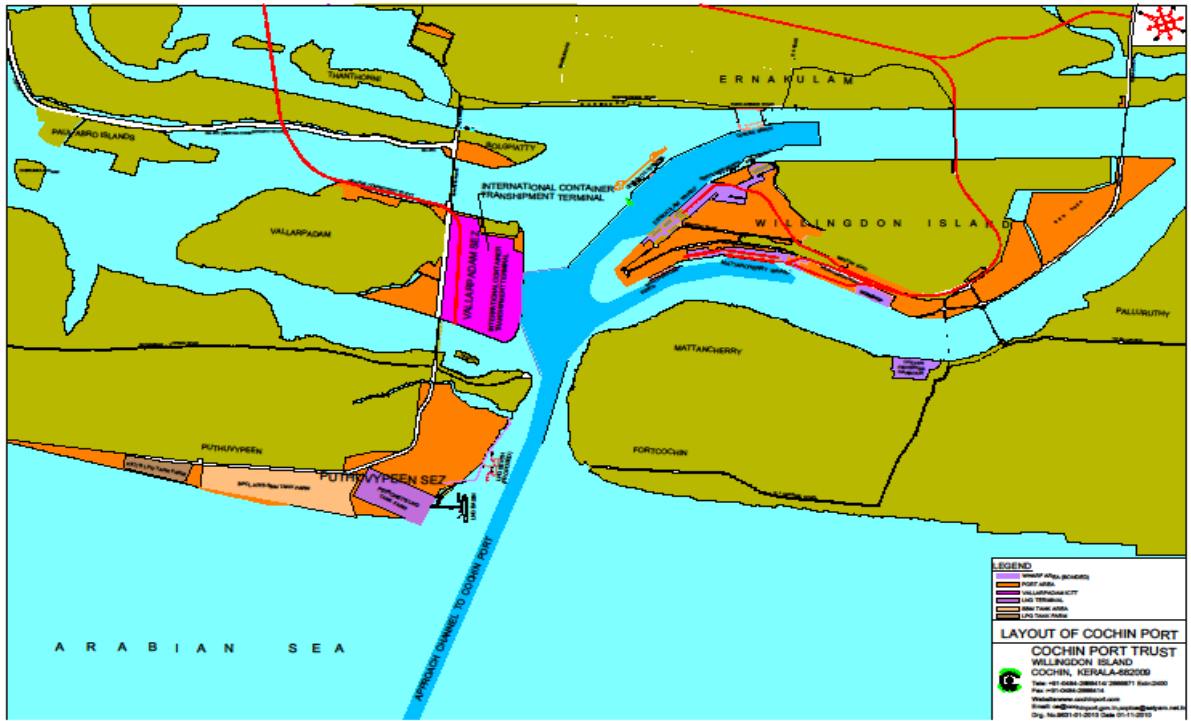
Cochin Port Trust (CoPT), now, Cochin Port Authority (CoPA) (Licensor) has entered into a Licence Agreement with M/s India Gateway Terminal Pvt. Ltd. (IGTPL) (Licensee), a subsidiary of M/s Dubai Port World (DPW), for establishing International Container Transshipment Terminal (ICTT) at Vallarpadam on 'Build, Operate & Transfer (BOT)' basis. The Licence Agreement between CoPT and IGTPL was executed on 31/01/2005.

2. The Licence Agreement contemplates the development of the terminal in phases. Phase I of ICTT was commissioned on 11/02/2011 and commercial operations commenced w.e.f 18/02/2011. Augmentation of the facilities is contemplated based on traffic build up.
3. The present infrastructure facility at ICTT comprises of the following;
  - (i) A berth length of 600m for receiving vessels of draft upto 14.5m and Terminal handling capacity of 1.20 million TEUs (Phase I of ICTT).
  - (ii) Four lane National Highway Connectivity and Rail Connectivity.

#### 2.2 Project Location



FIGURE-I



**FIGURE-2**



**FIGURE-3**

**SIGNATURE OF BIDDER**

## SECTION - 3

### 3. TERMS OF REFERENCE

#### 3.1 Background

Cochin Port was chosen by the Government of India to be the transshipment port for India through establishment of ICTT as Cochin was the Indian Major Port closest to the international trunk routes. The Government of India invested Rs.1,700 Crore in the infrastructure for ICTT (NH, Rail Connectivity and Capital Dredging), while the BOT operator, India Gateway Terminal Private Limited (IGTPL), DP World, has invested Rs.1,100 Crore. There is a Licence Agreement between Cochin Port Trust (CoPT), now, CoPA, (Licensor) and IGTPL (Licensee) for the operation of ICTT. As per the Licence Agreement, capital and maintenance dredging of the channels and the berths are the responsibility of CoPA for which all Vessel Related Charges (VRC) (Port Dues, Pilotage and Berth Hire charges) accrue to CoPA. Further, CoPA is entitled to 33.300% of the Gross Revenue earned by IGTPL from ICTT operations, as Royalty. IGTPL is responsible to develop and operate the ICTT for which IGTPL is entitled to levy and recover Terminal Handling Charges (THC) for services for container handling and associated activities at ICTT out of which Royalty, as referred above, is paid to CoPA.

The first phase of ICTT was commissioned in February, 2011 with the quay length of 600m and draft of 14.5m. The ICTT has the capacity of 1.20 Million TEUs of containers per year. The ICTT was planned to attract transshipment back to India away from foreign terminals like Colombo, Singapore and Dubai; where India's exporters and importers incur additional expenditure of around \$100-\$150 per TEU of container. The competition was therefore as much in infrastructure provision and offering competitive user charges and trade-friendly procedures at ports. Towards being competitive vis-à-vis international container transshipment hubs and major competing ports in the region as per the provisions of the Licence Agreement, CoPA grants up to 90% rebate on VRC to mainline ships, and up to 50% to feeder ships, and the Terminal Operator, IGTPL, allows substantial rebates on THC to shipping lines and importers/exporters. However, in the last 13 years since commencement of commercial operation, ICTT has not flourished as expected, and the throughput in 2023-24 was 7.54 Lakh TEUs including transshipment of 1.05 Lakh TEUs (including coastal), whereas transshipment accounts for about 75% of the container volume of Colombo (about 7.0 Million TEUs in 2023), primarily for India.

The shipping industry has evolved over the years with ever increasing vessel sizes with mainline container ships ranging from 15,000 TEUs to 21,000 TEUs, today, requiring draft of 16.0m to 18.0m. Further, the competing transshipment hubs like Colombo is having draft of 18.0m. Therefore, higher draft is identified as essential to attract transshipment cargo.

While, as per the Licence Agreement, IGTPL is required to augment the facilities and capacity of ICTT by adding berth (s) and supporting facilities based on actual build-up of traffic, draft beyond 14.5m is not obligatory for CoPA as per the Licence Agreement. However, in the current scenario of larger ships, higher draft seems essential for terminal development.

#### 3.2 Objective

- 3.2.1 The objective of the present study is to examine the incremental traffic potential on deepening part of ICTT for receiving 16m draft vessels from the existing 14.5m draft and to prepare the DPR in this respect, considering the Port's expenditure for incremental capital/ maintenance dredging vs the income from Royalty (Revenue Share) and Vessel Related charges.

- 3.2.2 The expansion is fundamentally with the objective of promoting ICTT as a Transshipment Hub with a draft of 16.0m.
- 3.2.3 The proposed funding towards the project shall be as below:
- (a) The Terminal operator, M/s IGTPL, shall construct additional quay of 350m length and strengthen 50m length of the adjacent, existing 600m long quay of ICTT for receiving 16m draft vessels at their cost.
  - (b) The cost of capital and maintenance dredging for deepening the 400m (350 + 50) long basin for ICTT and the connecting port channel to 16m draft from the prevailing draft of 14.5m at ICTT and the connecting port channel, shall be borne by CoPA. Similarly, the cost of the consequent, incremental annual maintenance dredging at the 400m long basin for ICTT and the connecting channel is also to be borne by CoPA.
- 3.2.4 **The feasibility may be examined in consideration of the cost of incremental capital and annual maintenance dredging to be borne by CoPA for the expansion of ICTT and the incremental revenue from VRC and Royalty that accrues to CoPA from the expansion of ICTT in terms of the Licence Agreement.**
- 3.2.5 The cost items towards Capital and Maintenance dredging will be provided by CoPA to the Consultant for examining the feasibility of the project.

### **3.3 Scope of the Assignment**

- 3.3.1 The Consultant shall study and prepare the DPR which shall include the following:

#### **A. TRAFFIC STUDY**

1. Potential of ICTT to attract more Gateway Traffic with respect to the Pattern and Trend of India's / South India's Container Trade.
2. Potential of ICTT to emerge as a major Transshipment Hub with respect to the Pattern and Trend of India's / South India's Container Transshipment Trade.
3. Top commodities contributing to 70% of trade volumes from South India. Top commodities with high growth potential in the region.
4. Identification of clusters that actively contribute to the commodities – production and consumption centers.
5. Evaluating the possibility of attracting volumes from new commodities in new clusters.
6. How to attract a major Shipping Line as Anchor Client at ICTT? What are to be offered? What are the stakes?
7. Analysis of the elasticity of Tariff at ICTT: for Cochin's local / traditional cargo; for Gateway / hinterland cargo; for transshipment cargo. Strategy for increasing the volumes for each of the sectors.
8. Competition Analysis for local / hinterland / transshipment cargo: existing (Tuticorin, New Mangalore & Colombo Ports): future (Tuticorin, New Mangalore, Colombo, and the upcoming Vizhinjam, Tuticorin Outer Harbour & Galathea Bay Ports).
9. Enhancing Rail Traffic at ICTT: initiatives required for promoting container movement between ICTT and ICDs at Coimbatore and Bangalore. Role of rail connectivity in enhancing volumes at ICTT.

10. Potential / possible evolution of coastal shipping connectivity between ICTT and the upcoming Vizhinjam Port. How will it impact ICTT in terms of: Coastal and EXIM container traffic; Transshipment traffic.
11. Cargo / Commodity wise Traffic Projections for ICTT up to 2043 with proposed expansion plan and without expansion plan having detailed analysis on organic growth of existing cargo / new cargo potential / cargo diversion potential from competing ports.
12. Revenue Projections (VRC & Royalty) for ICTT up to 2043 with proposed expansion plan and without expansion plan having detailed analysis on organic growth of existing cargo / new cargo potential / cargo diversion potential from competing ports.
13. Logistics efficiency improvement and logistics cost savings due to development of ICTT as a Transshipment Hub.
14. Foreign Exchange Savings on account of avoiding feeder costs and terminal handling charges at the foreign Transshipment hubs due to diversion of transshipment traffic to ICTT.

## **B. Financial Analysis and Project Feasibility.**

Financial Analysis and Project Feasibility shall be in consideration of the Port's expenditure for incremental capital/ maintenance dredging and the incremental revenue from VRC and Royalty that accrues to CoPA through additional expected traffic from the expansion of ICTT..

- C. Possible models of funding the cost of Capital Dredging for deepening the 400m long basin for ICTT and the connecting channel to 16m draft from the prevailing draft of 14.5m.

## **D. Project Implementation Plan.**

### **3.4 Deliverables, Time and Payment Schedules**

- 3.4.1 The entire assignment shall be completed within two (2) months from start of the work. The Consultant is required to ensure that the total envisaged work including submission of the deliverables is completed within two months.
- 3.4.2 The following table details the time frame and Payment structure of the assignment.

S. No.	Item of work	Time Schedule from start of assignment	No. of copies	Percentage of Total Fee
1	Submission of Inception Report	15 days	Three (3) hard copies plus soft copy (editable)	10
2	Submission of Demand & Market Assessment Report	1.0 month	Three (3) hard copies plus soft copy (editable)	20
3	Submission of Draft DPR and presentation thereon; acceptance of draft DPR by CoPA	1.5 months	Five (5) hard copies plus soft copy (editable)	40
4	Submission of Final	2.0 months	Five (5) hard copies	30

	DPR and presentation thereon and acceptance of Final DPR by CoPA		plus soft copy (editable)	
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- 3.4.3 The time taken for approvals from CoPA will not be considered as part of the aforesaid timeline.
- 3.4.4 In case CoPA decides to cancel the assignment for any reason, whatsoever, at any time, payment for the Consultant shall be restricted up to the stage the services have actually been provided by the Consultant.
- 3.4.5 Since the service provided in Vallarpadam SEZ area comes under the purview of “Zero Rated Supply” under IGTST Act, **GST is not applicable for this assignment.** Hence the successful bidder shall raise GST compliant invoice with ‘no GST’ under letter of understanding (LUT) issued by the Jurisdictional GST Authority, specifying the LUT number on the invoice. The invoice shall be raised against GST Registration Number of Cochin Port Authority (Former Cochin Port Trust) in Vallarpadam SEZ area, which will be provided to successful bidder.
- 3.4.6 For the services outside SEZ area GST at prevailing rate shall be applicable.
- 3.4.7 Income tax as per rule shall be deducted by the Port from each invoice.

**SIGNATURE OF BIDDER**

## SECTION - 4

### 4. INSTRUCTION TO BIDDERS

#### 4.1 Introduction

This Bid is invited for **“Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft”**.

#### 4.2 General Instructions

- 4.2.1 The Assignment is to be executed as described in the Bid Document
- 4.2.2 The Bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalisation of the Bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned Bidders will be duly contacted by the EMPLOYER.
- 4.2.3 Canvassing in any form by the Bidders or by any other agency acting on behalf of the Bidders after submission of the Bid may disqualify the said Bidders. The Employer's decision in this regard shall be final and binding on the Bidders.
- 4.2.4 The EMPLOYER will not be liable for any financial obligation in connection with the Work until such time the EMPLOYER has communicated to the successful Bidder in writing his decision to entrust the Work (covered by the Bid Document issued to him).
- 4.2.5 Telex/E-mail offers will not be considered. Bidders should prepare their Bid themselves and submit it “online”. Bids submitted by agents will not be recognized.
- 4.2.6 Bids received after the due date and time and any change in Bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the Bid Document or for the delay in postal transit.
- 4.2.7 In case of an unscheduled holiday on the prescribed closing/opening day of the Bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the Bid.
- 4.2.8 All the Bank Guarantees (BGs) to be furnished by the Consultant in connection with the Bid shall be sent to the Chief Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The Consultant shall take the responsibility of sending BGs directly to the Cochin Port by the issuing bank.
- 4.2.9 The Consultant shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 4.2.10 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this Document. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this Document.
- 4.2.11 **The Consultant shall provide a detailed description of the resources that will be applied to the assignment, especially adequately experienced personnel, capable of and devoted to the successful accomplishment of the assignment.**



#### 4.2.12 **Joint Venture is not allowed in this tender**

4.2.13 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

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

### 4.3 **Downloading of Bid Document**

4.3.1 Bid Document can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in NIT by making online requisition. Bid Document can also be downloaded from Cochin Port website [www.cochinport.gov.in](http://www.cochinport.gov.in) or Central Public Procurement (CPP) Portal. Demand Draft/ Pay Order /Banker's Cheque for cost of Bid Document drawn in favour of the Financial Adviser & Chief Accounts Officer(FA &CAO), CoPA from any Scheduled / Nationalised Bank having its branch at Kochi shall be submitted at the time of submission of Bids and scanned copy of the same shall be attached with the e-tender.

4.3.2 In case of Bid Document being downloaded from the website, at the time of uploading, the Bidder shall give an undertaking in **Appendix - IV** that no changes have been made in the 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.

### 4.4 **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.

### 4.5 **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.

### 4.6 **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.

### 4.7 **Site Visit and Inspection of Data**

The Bidders are advised to visit and inspect the Project sites and obtain for themselves on their own responsibility all information / available data, familiarize with working conditions, as to the nature of the work (so far as is practicable), the means of access, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Bid / 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 Bidder's own expense. The Bidder is deemed to have full knowledge of the work whether he inspects it or not and no relaxation/escalation consequent on any misunderstanding or otherwise shall be allowed.

#### **4.8 Acknowledgement by Bidder**

- 4.8.1 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 4.7 above;
  - d) Satisfied itself about all matters, things and information, including matters referred to in Clause 4.7 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - e) Acknowledged that it does not have a Conflict of Interest; and
  - f) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- 4.8.2 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.

#### **4.9 Right to Reject Any or All Bids**

- 4.9.1 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.
- 4.9.2 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.
- 4.9.3 Without prejudice to the generality of Clause 4.9.1, 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.
- 4.9.4 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 lowestBidder 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.

#### **4.10 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 4.11.

#### **4.11 Amendment to Bid Document**

- 4.11.1 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 addendum / corrigendum thus issued shall be part of the Bid Document. 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](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the websites before submission of Bid.**It is the responsibility of the Bidders to download such

addenda / corrigenda hosted in the website and submit the same duly signed along with the Bid. In order to afford the 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.

- 4.11.2 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.

#### **4.12 Language of the Bid**

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

#### **4.13 Format and Signing of Bid**

- 4.13.1 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.
- 4.13.2 If the Bid is made by an individual it shall be signed by his full name and his address shall be given. In the event of the Bid being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a proper Power-of-Attorney authorising him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such Power-of-Attorney to be attached with the Bid which must disclose that the firm is duly registered under Indian Partnership Act. If the Bid is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the Bid satisfactory evidence of the authorisation. In the case of a Limited Company the Bid should be accompanied by the Memorandum and Articles of Association of the Company.

#### **4.14 No Alternative Proposals by Bidders**

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

#### **4.15 The Bid**

- 4.15.1 Bidders shall submit the Bid in the format at **Appendix-I** including list of all Documents accompanying the Bid.
- 4.15.2 The Bid shall contain the following:
- (i) Cost of Bid Document as indicated in Table at Clause 2 of Tender Notice or duly notarized scanned copy of Exemption Certificate.
  - (ii) Earnest Money Deposit as indicated in Table at Clause 2 of Tender Notice or duly notarized scanned copy of Exemption Certificate.
  - (iii) Power-of-Attorney in favour of signatory(s) to the Bid, duly authenticated by Notary Public (vide **Appendix-II**).
  - (iv) A declaration by the Bidder as per **Appendix-III**
  - (v) An Undertaking that *No changes have been made in the Bid Document, Price Bid does not contain any conditions* per **Appendix-IV**.
  - (vi) Bank information for e-Payment system as per **Appendix-VII**.
  - (vii) Bank Account details of Cochin Port Authority in **Appendix-VIII**.
  - (viii) **Undertaking for Financial Quote in the format as per Appendix-IX**.

- ~~(ix)~~ Copy of Certificate of enlistment in the List of Empanelled Consultants of IPA (Indian Ports Association) under "Group 2 (a) Traffic Studies and Logistic Management Services;
- (x) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.
- (xi) Copies of PAN and GST registration

#### 4.16 Price Bid

4.16.1 Applicants shall submit the Price Bid only in **e-tendering mode** in the format at **Appendix-X** clearly indicating the cost of the Consultancy 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.

**4.16.2 The Employer at its discretion may descope any of the items & short close the Assignment 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.**

4.16.3 This Lumpsum charges / fees shall be inclusive of all incidentals, overheads, traveling expenses including the travelling expenses of the representative of the Employer if required, 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.

#### NOTE:

- a) The Lumpsum fees/ charges quoted by the Bidder shall be paid as stage wise payments as prescribed in Table under clause 3.4.2. Income Tax and any other tax as per statutory provisions of Govt. of India and Kerala State shall be deducted by CoPA from each invoice. Exemption from payment of taxes, if any, shall be intimated by the Bidder in advance and necessary Documents in this regard shall be furnished.

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

#### 4.17 Submission of Bid

4.17.1 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.

4.17.2 For online submission, the scanned copies of the Documents as detailed in **Clause 4.18** below need be submitted through e-Tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT).

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

4.17.4 **Non submission of the original financial instruments towards Cost of Bid Document and EMD, Power-of-Attorney, if applicable and Declaration as per Appendix - III, on the Bid Due Date will lead to disqualification/rejection of Bids.**

4.17.5 The successful Bidder shall submit one complete set of Bid Document already submitted in e-mode within one week after issue of Letter of Acceptance.

#### 4.18 List of Documents to be Submitted

4.18.1 List of Documents to be uploaded for online submission of the Bid:

- (i) Scanned copy of financial instruments towards Cost of Bid Document or duly notarized scanned copy of Exemption Certificate, as the case may be.
- (ii) Scanned copy of financial instruments towards EMD or duly notarized scanned copy of Exemption Certificate, as the case may be.
- (iii) Scanned copies of **Appendices - I to IX**, duly signed.
- (iv) Scanned copy of Certificate of enlistment in the List of Empaneled Consultants of IPA (Indian Ports Association) under "Group 2 (a) Traffic Studies and Logistic Management Services
- (v) Registration Certificate of the Company.
- (vi) Copies of PAN and GST registration.
- (vii) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.

#### **4.18.2 List of Documents to be submitted in original:**

- (i) Letter of Submission (vide **Appendix-I**).
- (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) Power-of-Attorney, if applicable, duly authenticated by Notary Public (vide **Appendix- II**).
- (v) Declaration (vide **Appendix- III**)

#### **4.19 Late Bids**

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

#### **4.20 Opening of Bids**

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

4.20.2 The Bid shall be opened in the office of the Chief Engineer, Cochin Port Authority after 15.00 hours on the last date and time specified for opening of the Bid. 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.

4.20.3 If any Bid contains any deviation from the Bid Document and /or if the same does not contain Cost of Bid Document, EMD and Declaration in the manner prescribed in the Bid Document and not found responsive to meet the bid requirements, then that Bid will be rejected. The Price Bid submitted in e-mode will not be opened in that case.

4.20.4 Opening of Price Bid

If the contents submitted by the Bidders in the Bid Document are in order and the requirements are fulfilled, then the Price Bid of that Bidder will be opened.

#### **4.21 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.

#### **4.22 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 and show significant variations and or inconsistencies.

#### **4.23 Acceptance of Bid**

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

#### **4.24 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.

#### **4.25 Negotiations**

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 etc. shall be discussed during negotiations and re-confirmed.

#### **4.26 Award of Work**

4.26.1 The contract will be awarded to the Bidder whose Bid is found to be responsive and has quoted lowest amount in the Price Bid.

4.26.2 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.

#### **4.27 Signing of Agreement**

4.27.1 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-VI** 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.

4.27.2 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 7 (Seven) days from the date of Letter of Acceptance, whichever is earlier.

#### **4.28 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.

#### **4.29 Commencement and Completion of Work**

The Consultant shall commence the Work within 7 (Seven) 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.

#### **4.30 Conflict of Interest**

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

4.30.2 The Consultant shall hold the “Employer’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

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

4.30.4 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.

#### **4.30.5 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.

#### **4.30.6 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.

**SIGNATURE OF BIDDER**

## SECTION – 5

### 5. GENERAL TERMS & CONDITIONS

#### 5.1 Definitions and Interpretation

5.1.1 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/Executive Engineer/ any other Officer in charge of this Assignment as nominated by Chief Engineer.
- d) **“Bid Document/ Bid/Tender Document/Tender / 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 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 Consultant 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 7<sup>th</sup> day from the date of Letter of Acceptance, whichever is earlier.
- j) **“Party”** means either the Employer or the Consultant, as the case may be.

#### 5.1.2 Notes

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

#### 5.2 General Provisions

##### 5.2.1 Law Governing the Contract

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

##### 5.2.2 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,  
Fax: 91-0484-2666414  
E-mail: [ce@cochinport.gov.in](mailto:ce@cochinport.gov.in), [coptce@gmail.com](mailto:coptce@gmail.com)

### 5.3 Earnest Money Deposit/ Bid Security (EMD)

5.3.1 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**, payable at Kochi, from any Nationalized Bank / Scheduled Bank in India. Payment can also be made online (NEFT / RTGS) as per the Bank details given at **Appendix – VIII**. Any Bid not accompanied by an acceptable EMD shall be treated as Non-responsive and shall be rejected by the Employer.

5.3.2 The EMD / Bid Security of unsuccessful Bidders other than L1 and L2 will be refunded immediately after ranking of the Bids. The EMD of the L1 and L2 Bidders will be discharged after L1 Bidder has furnished the required Performance Security and signed the Agreement.

#### 5.3.3 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, after the deadline for submission of Bid.
- (b) If a Bidder modifies his Bid during the period of Bid validity, after the deadline for submission of Bid.
- (c) The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.
- (d) In case of a successful Bidder fails:
  - (i) to sign the Agreement or to furnish the required Performance Security within the specified time limits.
  - (ii) to comply with any condition precedent to signing the contract specified in the solicitation documents.

### 5.4 Liquidated Damage

Time is the essence of the contract. It shall be the responsibility of the Consultant to complete the work within the stipulated period of completion. In case the Consultant fails to complete the work successfully within the completion period or extended period above owing to reasons attributable to Consultant, he shall be liable to pay the CoPA, as liquidated damages, a sum at the rate of ½% (half percent) of the value of the work for each stage/respective item **mentioned at Table under clause 3.4.2** for every week or part thereof which has elapsed between the scheduled date of completion of work (as per the time period mentioned at Table under clause 3.4.2) and the actual date of completion of work, PROVIDED always that the total amount of such liquidated damages for delay to be paid under this contract shall not exceed 10% (ten percent) of the total contract value, as awarded.

### 5.5 Care and Diligence

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

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

- 5.5.2 The Consultant shall perform the Assignment in a professional manner, using management and supervisory procedures and in accordance with the standards employed by statutory bodies. By submitting the Bid, the Consultant represents that it has the required skills and capacity to perform the Assignment in the foregoing manner.

## **5.6 Taxes & Duties**

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

## **5.7 Confidentiality**

The Consultant shall treat all the Documents and information received from CoPA and all other related Documents/Communication 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.

## **5.8 Suspension of Assignment**

- 5.8.1 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 5.11 to successfully carry out the Assignment or to accomplish the purpose of the Contract.

## **5.9 Termination of Assignment**

- 5.9.1 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 5.11 shall continue for a period of two weeks after CoPA shall have given written notice to the Consultant of the suspension of payment to the Consultant under the Contract.
- b) In any event, CoPA may terminate the Contract at any time by giving not less than two weeks prior notice to the Consultant.
- c) In case of a breach of Agreement or if CoPA is of opinion that service rendered by the Consultant is unsatisfactory, by giving 14 days notice to the Consultant.
- d) If the Consultant, in the judgment of CoPA, has engaged in fraud and corruption, in competing for or in executing the Contract, by giving 7 days notice.
- e) If the Consultant becomes bankrupt or otherwise insolvent, by giving 7 days notice to the Consultant.

## 5.9.2 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.

## 5.10 Termination Procedure

- a) Upon termination of the Contract under Clause 5.9 or receipt of notice of Termination under Clause 5.9.1 or giving notice of termination under Clause 5.9.2, 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.

## 5.11 Force Majeure

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

## 5.12 Dispute between the Consultant and Cochin Port

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

### 5.12.1 General

- 5.12.1.1 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 Manager 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 Manager in writing for written instruction or decision. Thereupon, the Manager shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

If the Manger 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 Manager, the Consultant may, within 15 days of the receipt of Manager's decision, appeal to the Chairperson who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairperson shall give his decision within 30 days of receipt of Consultant's appeal. If the Consultant is dissatisfied with this decision then:

- a) 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).

5.12.1.2 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.

- 5.12.1.3 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.
- 5.12.1.4 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.
- 5.15.1.5 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.
- 5.12.1.6 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.
- 5.15.1.7 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.
- 5.12.1.8 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.

#### **5.12.2 Settlement of Disputes through Conciliation**

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the 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 Authorities Act 2021 subject to the delegation of powers.

#### **5.13 Completion Certificate**

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

#### **5.14 Obligations of the Consultant**

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

All reports, clearances, plans, drawings 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.

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

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

### **5.16 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-V** 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 2 months after the satisfactory completion of the Contract 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.

### **5.17 Safety Measures**

- 5.17.1 The consultant is responsible for taking precautionary measures for the safety of lives of men working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Consultant. The Consultant has to provide required personal protective equipments (PPE) like safety shoes, helmets, nose masks, gloves, etc. In the event of any loss or damage being caused to the Consultant's property or person(s) while discharging this contract, the Consultant shall indemnify and keep indemnified CoPA against all such losses. The Consultant shall be solely responsible for any injury or death to any of its employees and in the event of any claim being made on CoPA; the Consultant shall indemnify CoPA in this regard.
- 5.17.2 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, about the accident in writing giving full particulars of accident and the details of the workmen involved including their name, age and company.

### **5.18 Additions and Alterations**

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

### **5.19 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**



## APPENDICES

*Appendix-I*

### 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 (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft.**

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 (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**, 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 4.30 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 5.9 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-II.
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-VI 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 Price Bid is being submitted in e-mode. This Bid read with the 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)

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

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) (hereby referred as —the Principal) do hereby irrevocably constitute, nominate, appoint and authorize Shri/Smt. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ and holding the position of..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Assignment of ..... (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.

INWITNESS WHEREOF WE, .....THE  
ABOVENAMEDPRINCIPAL 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.

\*\*\*\*\*

**DECLARATION**

**Subject :Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft.**

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

- (i) We are one among the Empanelled Consultants of Indian Ports Association (IPA) under “**Group 2 (a) Traffic Studies and Logistic Management Services**);
- (ii) (iii) The validity of the enlistment in the IPA panel would cover the period indicated in Clause 3.4.1 and Table under Clause 3.4.2 plus 6 months under ‘Section 3 : Terms of Reference.

**SIGNATURE OF BIDDER**  
Name & Designation

**TECHNICAL BID - UNDERTAKING**

**Subject: Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft.**

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 that we have \* made / not made payments or propose / do not propose to make payments 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.**

**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..... dated .....value at..... for ..... and the CONSULTANT having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ....., to Port Authority.

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

Port Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee to extend from time to time the period for performance of the CONTRACT by CONSULTANT. Port Authority shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against consultant, and to exercise the same at any time in any manner and either to enforce or to 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 this .....day of .....

WITNESSES:

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

Bank's Rubber Stamp

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

+ Attorney as per Power of Attorney  
No. ....  
Dated .....

Notes:

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



**FORM OF AGREEMENT**

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

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

**WHEREAS** the Employer is desirous that certain tasks to be performed by the Consultant viz. “**Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**” (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 (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**”.
  - (b) All amendments to the Bid Document for “**Providing Consultancy Services for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**” 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:

.....

Name:.....

On behalf of the Consultant in the  
Presence of :

Name :.....

Address:.....

.....

.....

By the said:

.....

Name:.....

On behalf of the Employer in the  
Presence of :

Name:.....

Address:.....

.....

.....

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

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

**SIGNATURE OF BIDDER**

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

1	Vendor Name/Beneficiary Name	<b>COCHIN PORT AUTHORITY</b>
2	Vendor code	
3	<b>Permanent Account Number(PAN)</b>	<b>AAALC - 1134F</b>
4	<b>TAN NO</b>	<b>CHNC04095A</b>
5	<b>GST NO:</b>	<b>32AAALC1134F1ZZ</b>
6	Particulars of Bank Account	Savings Account
	A. Name of Bank	<b>STATE BANK OF INDIA</b>
	B. Name of Branch	Cochin Port Authority
	C. Branch Code	6367
	D. Address	Cochin Port Authority , Willingdon Island -682009
	E. City Name	Cochin
	F. Telephone No	2582614
	G. NEFT/IFSC Code	<b>SBIN0006367</b>
	H. SWIFT Code:	<b>SBININBB</b>
	I. 9.digit MICR code on the Cheque Book.	682002021
	J. Type of Account	Savings Account
	K. Account No.	<b>41401802288</b>
5	Vendor Email-id	cash@cochinport.gov.in

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

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

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

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Bank Certificate

We certify that \_\_\_\_\_ has savings 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 (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**

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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 if required, for witnessing survey / tests, 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. 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 **Table under clause 3.4.2** 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 (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft**

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Total Lumpsum charges/Fees in Indian Rupees.)                      |                                                                    |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (in Figures)                                                       | (in words)                                                         |
| 1       | Providing Consultancy for Preparation of Detailed Project Report (DPR) for Transforming ICTT as a Successful Transshipment Hub for receiving vessels upto 16 meter draft, as per Terms and Conditions stipulated in the Bid document inclusive of all incidentals, overheads, travelling expenses, stationery, expenditure related to studies, investigations, presentations to be made etc complete for submission of DPR , including all taxes, levies and duties etc., but excluding GST | <del>( to be submitted in e-tender mode only in schedule II)</del> | <del>( to be submitted in e-tender mode only in schedule II)</del> |
|         | Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                    |                                                                    |
|         | Note :-<br>1. The bidder shall quote both in figures and words<br>2. Only two decimal digits will be accepted.                                                                                                                                                                                                                                                                                                                                                                              |                                                                    |                                                                    |