



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

COCHIN PORT AUTHORITY

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

Telefax:91-0484-2666414

E-mail: ce@cochinport.gov.in;

coptce@gmail.com

Website: www.cochinport.gov.in

**Tender for Providing Consultancy Services for Preparation of
Comprehensive Master Plan for Cochin Port (Retender)**

BID DOCUMENT

(Tender No.T9/T-2026/2024-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 Comprehensive Master Plan for Cochin Port (Retender)

Sl. No	<u>CONTENTS</u>	Page No
	Tender Notice	4-7
Section –1 Invitation for Proposal		8
1.1	Background	8
1.2	Request for Proposal / Bid	8
1.3	Due Diligence by the Bidders	9
1.4	Cost of Bid Document and EMD	9
1.5	Validity of the Bid	9
1.6	Selection Process	9
1.7	Pre Bid Meeting / Clarifications	9-10
1.8	Amendment of Bid Document	10
1.9	Communications	10
Section-2 Site Information		11
2.1	Information on Cochin Port	11
Section-3 Terms of Reference		14
3.1	Background	14-16
3.2	Objective	16
3.3	Scope of the Assignment	16-18
3.4	Deliverables, Time and Payment Schedules	18-19
Section-4 Instructions to Bidders		20
4.1	Introduction	20
4.2	General Instructions	20-21
4.3	Downloading of Bid Document	21
4.4	The Bidder	21
4.5	Number of Bids	21
4.6	Cost of the Bid	21
4.7	Site Visit & Inspection of Data	21
4.8	Acknowledgement by Bidder	21-22
4.9	Right to reject any or all Bids	22
4.10	Contents of Bid Document	22
4.11	Amendment to Bid Document	22-23
4.12	Language of the Bid	23
4.13	Format and Signing of Bid	23
4.14	No Alternative Proposals by Bidders	23
4.15	The Bid	23-24
4.16	Price Bid	24
4.17	Submission of Bid	24
4.18	List of Documents to be Submitted	24-25
4.19	Late Bids	25
4.20	Opening of Bids	25
4.21	Bid Contents	25
4.22	Responsiveness of Bids	25
4.23	Acceptance of Bid	25

4.24	Currency	25
4.25	Negotiations	25-26
4.26	Award of Work	26
4.27	Signing of Agreement	26
4.28	Fraud and Corrupt Practices	26-27
4.29	Commencement and Completion of Work	27
4.30	Conflict of Interest	27-29
Section-5 General Terms & Conditions		30
5.1	Definitions and Interpretation	30
5.2	General Provisions	30
5.3	Earnest Money Deposit/ Bid Security (EMD)	31
5.4	Liquidated Damages	31
5.5	Care and diligence	31-32
5.6	Taxes & duties	32
5.7	Confidentiality	32
5.8	Suspension of Assignment	32
5.9	Termination of Assignment	32-33
5.10	Termination Procedure	33
5.11	Force Majeure	33
5.12	Dispute between the Consultant and Cochin Port	33-35
5.13	Completion Certificate	35
5.14	Obligations of the Consultant	35
5.15	Facilities to be made Available to the Consultant	35
5.16	Performance Security	36-36
5.17	Safety Measures	36
5.18	Additions and Alterations	36
5.19	Bids with conditions	36
Appendices		
Appendix-I	Letter of Submission	37-38
Appendix-II	Proforma of Power-of-Attorney for Signing of Bid	39-40
Appendix-III	Declaration	41
Appendix-IV	Technical Bid - Undertaking	42
Appendix-V	Proforma of Bank Guarantee towards Performance Security	43-44
Appendix-VI	Form of Agreement	45-46
Appendix-VII	Format for Furnishing Bank Information for e-Payment	47
Appendix-VIII	NEFT/RTGS Mandate Form of EMPLOYER	48
Appendix-IX	Undertaking for Financial Quote	49
Appendix-X	Price Bid for the Assignment	50

COCHIN PORT AUTHORITY

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

Chief Engineer's Office,
Cochin – 682 009.

No.T9/T-2026/2024-C

Dated: 13/09/2024

TENDER NOTICE

Limited Tenders in Electronic Tendering mode (e-tenders) on lump sum basis are invited for **“Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port (Retender)”** from the following Consultants (17 Nos.) shortlisted from the List of Empanelled by Indian Port Association (IPA) under “Group 1 (a) “Marine Construction Works” and “Group 2 (a) Traffic Studies and Logistic Management Services”

List of Consultants shortlisted is as follows:

- (i) M/s. Engineers India Ltd., New Delhi
- (ii) M/s. RITES Limited., Gurgaon
- (iii) M/s. CRISIL Ltd., Mumbai
- (iv) M/s. Deloitte Touche Tohmotsu India LLP., Gurgaon
- (v) M/s. WAPCOS, Gururam
- (vi) M/s. TATA Consulting Engineers, Navi Mumbai
- (vii) M/s. AECOM India Pvt. Ltd , Gurgaon
- (viii) M/s. Aarvee Associates Architects, Hyderabad
- (ix) M/s. Egis India Consulting Engineers Pvt. Ltd., Haryana
- (x) M/s. PADECO Co. Ltd., Mumbai
- (xi) M/s. Tractebel Engineering Pvt. Ltd., Gurgaon
- (xii) M/s. Nippon Koei India Pvt. Ltd., New Delhi
- (xiii) M/s. STMI & Selhorn (JV), Chennai
- (xiv) M/s. Voyants Solutions Pvt. Ltd., Gurugram
- (xv) M/s. Haskoning DHV Consulting Pvt. Ltd., Navi Mumbai
- (xvi) M/s. IR Class Systems & Solutions Pvt. Ltd., Mumbai
- (xvii) M/s. L&T Infrastructure Engineering Ltd., Tamil Nadu

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

Download period	From 13.09.2024 to 14.30 hours on 04.10.2024
Last date for seeking clarification	23.09.2024
Last date of uploading of Clarifications / Addendum / Corrigendum	27.09.2024
Last date and time of submission of Bid	14.30 hours on 04.10.2024
Date and time of opening the Bid	15.00 hours on 04.10.2024
Earnest Money Deposit	Rs.1.50 lakhs , furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO,

	Cochin Port Authority (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-VIII
Cost of Bid Document	Rs.2,360 (Rs.2000 + 18% GST) (Non refundable) furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-VIII

3. Cochin Port Authority (CoPA) is one of the 12 Major Ports of India. Cochin Port has 22 berthing facilities including the SPM (Single Point Mooring) by BPCL-KR (BPCL-Kochi Refinery) for ships, and has the capacity of handling 79.90 MMT of cargo per year. The Port handled 36.32 MMT of cargo in 2023-24.
4. Cochin Port is strategically located, near the major shipping routes, only 11 NM from the Gulf–Singapore Channel, and 76 NM from the Europe–Far East route. Cochin Port foresees itself as a potential Transshipment Hub due to this inherent advantage. CoPA plans to promote ICTT (International Container Transshipment Terminal) as a Transshipment Hub through upgrading and expanding ICTT with additional quay length of 350 m and strengthening of 50m length of the adjacent, existing quay, where 18.0 m depth will be available for facilitating 16.0m draft vessels.
5. CoPA has under its jurisdiction about 881 ha (2177 acre) of land at various locations in Cochin. Thus, Port facilities are located in Willingdon Island (356 ha), which houses the Administrative Office and the Oil, Dry Cargo and Cruise Terminals, apart from Vallarpadam (203 ha), where the ICTT is functioning, and Puthuvypeen (308 ha), where the storage tanks of BPCL-KR, connecting to the SPM for Crude Oil receipt from ships and subsequent transfer to the Refinery, and the LNG and LPG Terminals are located. About 117 ha of land is presently remaining vacant for monetization through lease, mainly in Willingdon Island and Puthuvypeen. With the commissioning of ICTT in 2011 at Vallarpadam, the container operations and the ancillary business have shifted out of Willingdon Island, which led to the prominence of Willingdon Island declining. It is therefore planned to have a multi-sectoral development of Willingdon Island with focus on developing it as a Business Centre and Hospitality Hub while handling non-containerized dry cargo without pollution.
6. Cochin is the preferred port of call for cruises connecting South Asia and Middle East and North Africa. Cochin Port presently operates “Sagarika” a state of the art Cruise Terminal at Ernakulam Wharf. With its rising status as a favoured cruise ship port in India with the number of ships and passengers growing, CoPA plans to have a state of the art Mega Cruise Terminal constructed at Ernakulam Wharf for promoting cruise ship facilitation.
7. CoPA also has plans for developing an Outer Harbour – “Kochi Deepwater Port Ltd.” in the long term so that the future expansion of the Port would be in the Outer Harbour where draft is not a constraint and with significantly less requirement for dredging. The existing Port facilities would be identified for non-port activities / commercial development for monetization of assets.
8. In view of the above, Cochin Port proposes to prepare a Comprehensive Master Plan, which shall include cargo projections, land use plan & optimization, warehousing, connectivity, cruise potential, future fuels, etc. with ultimate aim to

achieve efficient logistics for enhancing economic development, and with sufficient details to initiate environmental clearance for the Master Plan.

9. 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 1 (a) “Marine Construction Works” and “Group 2 (a) Traffic Studies and Logistic Management Services” for “**Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port (Retender)**” (hereinafter referred to as the Assignment).
10. The detailed scope of work in the proposed Consultancy services is detailed under “**Section 3 - Terms of Reference**” of the Bid Document.
11. Bid Documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid Document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/Banker’s Cheque drawn in favour of FA & CAO, CoPA along with the submission of Bid. Payment can also be made online mode (NEFT/RTGS) as per Bank details at **Appendix-VIII**.
12. 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”.
13. The intending Bidder must have valid Class-II or III digital signature certificate to submit the Bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No.080-49352000 / 9605557738.
14. Bids shall be submitted “**online**” on the website www.tenderwizard.com/COPT strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document. No Bids shall be accepted off-line (Hard copy).
15. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the Queries of Bidders etc., if any, issued by CoPA, from the e-Tendering Portal or CoPA website or CPP Portal before submission of the Bid. **Bids with any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of Bidder etc. duly signed along with the downloaded Documents while submitting the Bid, are liable for rejection. Incomplete Bid Documents may be rejected.**
16. Cochin Port Authority will not be held responsible for any technical snag or network failure during Online Bidding. It is the Bidders’ responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at Bidder’s premises to access the e-Tender portal. Under any circumstances, Cochin Port Authority shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures.
17. The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD shall be uploaded with the Bid Document while submitting the 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, ower-of-Attorney, if applicable, and Declaration, within the above period** may lead to disqualification of Bids. Bids received after the stipulated last date and time for receipt, due to any reasons will not be considered.

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

Sd/-

**CHIEF ENGINEER
COCHIN PORT AUTHORITY
Email : ce@cochinport.gov.in**

SECTION-I

INVITATION FOR PROPOSAL

1.1 Background

1.1.1. Cochin Port Authority (CoPA) is one of the 12 Major Ports of India. Cochin Port has 22 berthing facilities including the SPM (Single Point Mooring) by BPCL-KR (BPCL-Kochi Refinery) for ships, and has the capacity of handling 79.90 MMT of cargo per year. The Port handled 36.32 MMT of cargo in 2023-24.

Cochin Port is strategically located, near the major shipping routes, only 11 NM from the Gulf–Singapore Channel, and 76 NM from the Europe–Far East route. Cochin Port foresees itself as a potential Transshipment Hub due to this inherent advantage. CoPA plans to promote ICTT (International Container Transshipment Terminal) as a Transshipment Hub through upgrading and expanding ICTT with additional quay length of 350 m and strengthening of 50m length of the adjacent, existing quay, where 16.0m draft will be available.

CoPA has under its jurisdiction about 881 ha (2177 acre) of land at various locations in Cochin. Thus, Port facilities are located in Willingdon Island (356 ha), which houses the Administrative Office and the Oil, Dry Cargo and Cruise Terminals, apart from Vallarpadam (203 ha), where the ICTT is functioning, and Puthuvypeen (308 ha), where the storage tanks of BPCL-KR, connecting to the SPM for Crude Oil receipt from ships and subsequent transfer to the Refinery, and the LNG and LPG Terminals are located. About 117 ha of land is presently remaining vacant for monetization through lease, mainly in Willingdon Island and Puthuvypeen. With the commissioning of ICTT in 2011 at Vallarpadam, the container operations and the ancillary business have shifted out of Willingdon Island, which led to the prominence of Willingdon Island declining. It is therefore planned to have a multi-sectoral development of Willingdon Island with focus on developing it as a Business Centre and Hospitality Hub while handling non-containerized dry cargo without pollution.

Cochin is the preferred port of call for cruises connecting South Asia and Middle East and North Africa. Cochin Port presently operates “Sagarika” a state of the art Cruise Terminal at Ernakulam Wharf. With its rising status as a favoured cruise ship port in India with the number of ships and passengers growing, CoPA plans to have a state of the art Mega Cruise Terminal constructed at Ernakulam Wharf for promoting cruise ship facilitation.

CoPA also has plans for developing an Outer Harbour – “Kochi Deepwater Port Ltd.” in the long term so that the future expansion of the Port would be in the Outer Harbour where draft is not a constraint and with significantly less requirement for dredging. The existing Port facilities would be identified for non-port activities / commercial development for monetization of assets.

In view of the above, Cochin Port proposes to prepare a Comprehensive Master Plan, which shall include cargo projections, land use plan & optimization, warehousing, connectivity, cruise potential, future fuels, etc. with ultimate aim to achieve efficient logistics for enhancing economic development, and with sufficient details to initiate environmental clearance for the Master Plan.

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 “Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port” (**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 lump sum 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 23.09.2024 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 27.09.2024 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, 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, 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

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.T9/T- 2026/2024-C

Tender Name: Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port (Retender).

SIGNATURE OF BIDDER

SECTION-2

2. SITE INFORMATION

2.1 Information on Cochin Port

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).

Cochin Port is strategically located, near the major shipping routes, only 11 NM from the Gulf-Singapore Channel, and 76 NM from the Europe-Far East route. All other Indian Ports are much farther off, and hence require longer deviation and sailing time from the routes.

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 has 22 berthing facilities including the SPM (Single Point Mooring) by BPCL-KR (BPCL-Kochi Refinery) for ships, and has the capacity of handling 79.90 MMT of cargo per year. The Port handled 36.32 MMT of cargo in 2023-24. The major projects / facilities of Cochin Port are the SPM (capacity of 19.43 MMTPA); ICTT (International Container Transshipment Terminal) (capacity of 13.86 MMTPA); LNG Terminal (capacity of 5.0 MMTPA); Multi User Liquid Terminal (MULT) (LPG & POL Terminal) (capacity of 4.1 MMTPA); dedicated Oil Terminals (COT, NTB & STB with capacity of 16.79 MMTPA); and other liquid and dry cargo berths including a captive Fertilizer Jetty of 2.4 MMTPA capacity operated by FACT (Fertilizers and Chemicals Travancore Ltd.), a CPSU. There are also four automated Cement Import-cum-Bagging Terminals that receive Cement in bulk via ships (coastal), which is pumped into silos adjacent to berths for bagging and delivery.

CoPA has under its jurisdiction about 881 ha (2177 acre) of land at various locations in Cochin. Thus, Port facilities are located in Willingdon Island (356 ha), which houses the Administrative Office and the Oil, Dry Cargo and Cruise Terminals, apart from Vallarpadam (203 ha), where the ICTT is functioning, and Puthuvypeen (308 ha), where the storage tanks of BPCL-KR, connecting to the SPM for Crude Oil receipt from ships and subsequent transfer to the Refinery, and the LNG and LPG Terminals are located. The Port also owns small pieces of land at Ernakulam, Palluruthy and Fort Kochi. About 117 ha of land is presently remaining vacant for monetization through lease, mainly in Willingdon Island, which includes the 22.35 ha waterfront plot bordering NH-966B on the south side, which is planned to be developed as a business & hospitality hub; and the 47 ha plot alongside / adjacent NH-966B on the north side, suitable for development as a logistics centre. The other major vacant plots are in Puthuvypeen in the backup area of MULT (7.7 ha), which is planned to be leased for tank farms for developing the MULT and the adjacent Barge Berth as a Bunker Terminal; and the 11.3 ha plot adjacent to the LNG Terminal. The remaining vacant land is comprised of small plots scattered across multiple locations.

2.2 Project Location

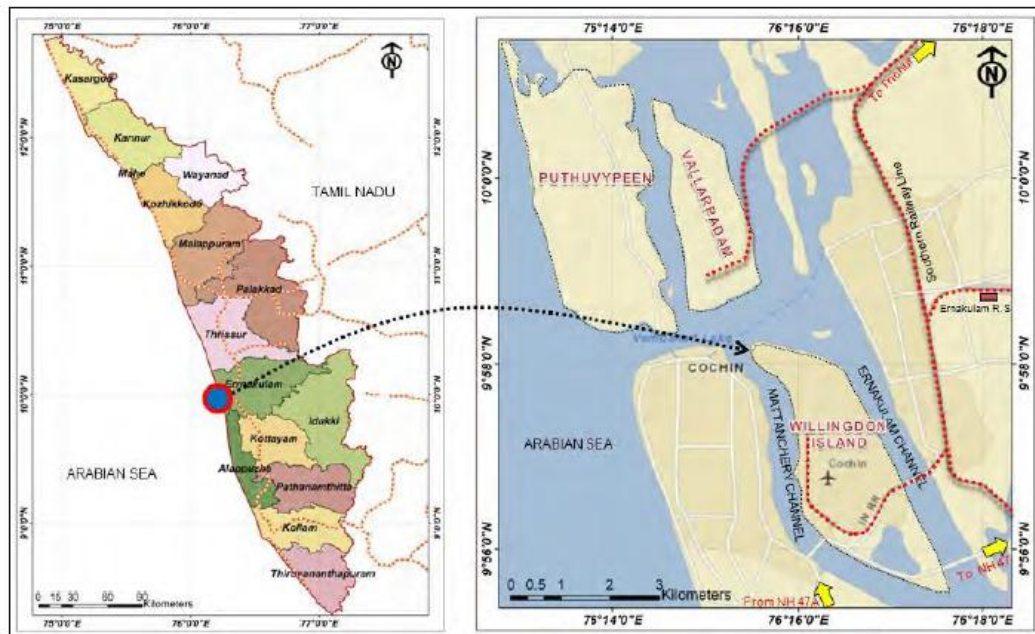


Figure-I

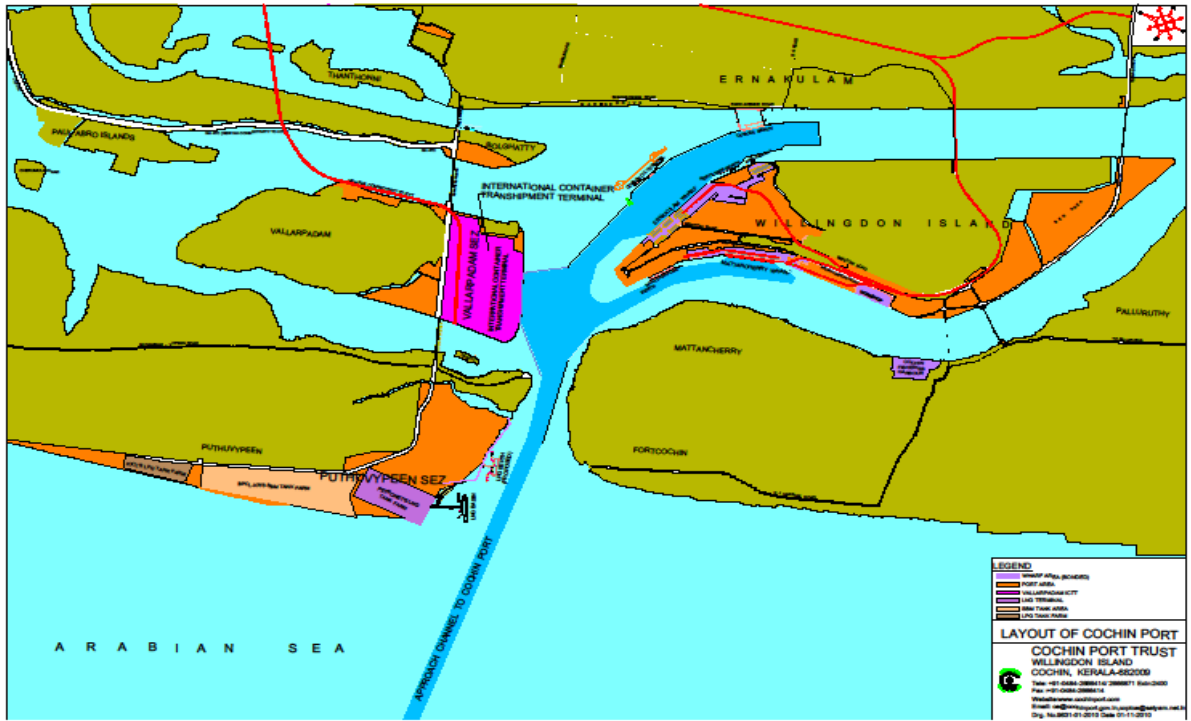


Figure-2

SIGNATURE OF BIDDER

SECTION - 3

3. TERMS OF REFERENCE

3.1 Background

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).

Cochin Port is strategically located, near the major shipping routes, only 11 NM from the Gulf-Singapore Channel, and 76 NM from the Europe-Far East route. All other Indian Ports are much farther off, and hence require longer deviation and sailing time from the routes.

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 has 22 berthing facilities including the SPM (Single Point Mooring) by BPCL-KR (BPCL-Kochi Refinery) for ships, and has the capacity of handling 79.90 MMT of cargo per year. The Port handled 36.32 MMT of cargo in 2023-24. The major projects / facilities of Cochin Port are the SPM (capacity of 19.43 MMTPA); ICTT (International Container Transshipment Terminal) (capacity of 13.86 MMTPA); LNG Terminal (capacity of 5.0 MMTPA); Multi User Liquid Terminal (MULT) (LPG & POL Terminal) (capacity of 4.1 MMTPA); dedicated Oil Terminals (COT, NTB & STB with capacity of 16.79 MMTPA); and other liquid and dry cargo berths including a captive Fertilizer Jetty of 2.4 MMTPA capacity operated by FACT (Fertilizers and Chemicals Travancore Ltd.), a CPSU. There are also four automated Cement Import-cum-Bagging Terminals that receive Cement in bulk via ships (coastal), which is pumped into silos adjacent to berths for bagging and delivery.

The cargo profile of Cochin Port is dominated by Liquid Cargo, predominantly POL, at about 68% and Containerised Cargo at about 28% of the total throughput as in 2023-24 of 36.32 MMT. Non-containerised Dry Cargo constituted only about 4% of the total throughput; also, more than 70% of such Dry Cargo in 2023-24 was Cement and Fertilizer Raw Materials handled through pipelines and conveyors respectively, without shore handling, which have dedicated storage facilities established. Cochin Port is a favoured cruise port with 42 ship calls (international + domestic) in 2023-24. The Port facilitates the cruise ship passengers at its Cruise Terminal, Sagarika, at Ernakulam Wharf. There is also an old Cruise Terminal, Samudrika, at Mattancherry Wharf, which is not used for cruise operations after the commissioning of Sagarika in 2021.

CoPA has under its jurisdiction about 881 ha (2177 acre) of land at various locations in Cochin. Thus, Port facilities are located in Willingdon Island (356 ha), which houses the Administrative Office and the Oil, Dry Cargo and Cruise Terminals, apart from Vallarpadam (203 ha), where the ICTT is functioning, and Puthuvypeen (308 ha), where the storage tanks of BPCL-KR, connecting to the SPM for Crude Oil receipt from ships and subsequent transfer to the Refinery, and the LNG and LPG Terminals are located.

The Port also owns small pieces of land at Ernakulam, Palluruthy and Fort Kochi. About 117 ha of land is presently remaining vacant for monetization through lease, mainly in Willingdon Island, which includes the 22.35 ha waterfront plot bordering NH-966B on the south side, which is planned to be developed as a business & hospitality hub; and the 47 ha plot alongside / adjacent NH-966B on the north side, suitable for development as a logistics centre. The other major vacant plots are in Puthuvypeen in the backup area of MULT (7.7 ha), which is planned to be leased for tank farms for developing the MULT and the adjacent Barge Berth as a Bunker Terminal; and the 11.3 ha plot adjacent to the LNG Terminal. The remaining vacant land is comprised of small plots scattered across multiple locations.

Willingdon Island traditionally housed the entire operations of Cochin Port as well as the Southern Command of the Indian Navy. Therefore, facilities / amenities such as residential quarters, hospital, banks, hotels, restaurants, government and corporate offices, commercial establishments, tank farms, warehouses, etc. are established at the north end of Willingdon Island, which is well developed. The land at the south end of Willingdon Island cannot be used for core port operations as the road and rail bridges across the channel prevent navigation of ships, and therefore, needs to be utilized for other activities.

With the commissioning of the SPM by BPCL-KR in 2007 for receipt of Crude Oil from the ships and transfer to the storage tanks in Puthuvypeen for subsequent transfer to the Refinery, Crude Oil operations have shifted out of Willingdon Island. Similarly, with the commissioning of ICTT in 2011 at Vallarpadam, the container operations and the ancillary business have also shifted out of Willingdon Island. The aforesaid have led to the prominence of Willingdon Island declining. It is therefore planned to have a multi-sectoral development of Willingdon Island with focus on developing it as a Business Centre and Hospitality Hub while handling non-containerized dry cargo without pollution.

Cochin Port is the closest Major Port to the East–West trade route with the deviation of only 76 NM, and therefore it is cost-effective for the international liners to have transshipment at Cochin without disrupting their network planning. Cochin Port foresees itself as a potential Transshipment Hub due to this inherent advantage. 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. The prevailing draft of 14.5m at ICTT is not sufficient for handling large mainline vessels, especially when the competing transshipment hubs like Colombo has draft of 18.0m available. CoPA plans to promote ICTT as a Transshipment Hub through upgrading and expanding ICTT with additional quay length of 350 m and strengthening of 50m length of the adjacent, existing quay, where 16.0m draft will be available.

Cochin Port's proximity to the international shipping routes also bestows it the unique advantage of positioning itself as a Bunkering Hub. CoPA is promoting Bunker Supply and other services like "Crew Change" for ships at Outer Anchorage. In this regard, CoPA plans to tender 19.0 acre of land near MULT at Puthuvypeen for setting up Tank Farms for POL Products, primarily intended for supply of bunkers to ships. The Barge Berth at MULT is planned to be used for supply of bunkers through barges to ships waiting at the Outer Anchorage of the Port. CoPA expects to have robust growth in bunker volumes (3.44 Lakh Tonnes in 2023-24) through the initiative.

Strategically located in the tourism ecosystem of Kerala, Cochin is the preferred port of call for cruises connecting South Asia and Middle East and North Africa. Cochin Port presently operates "Sagarika" a state of the art Cruise Terminal at Ernakulam Wharf. With its rising status as a favoured cruise ship port in India with the number of ships and passengers growing, CoPA plans to have a state of the art Mega Cruise Terminal constructed at Ernakulam Wharf for promoting cruise ship facilitation, with funding from the Ministry of Tourism, Government of India. The Mega Cruise Terminal is planned with

zoning of berths and backup area at Ernakulam Wharf for promoting cruise ship facilitation in one area while attracting and handling higher volumes of cargo, especially Dry Cargo, at the high draft berths.

CoPA also has plans for developing an Outer Harbour – “Kochi Deepwater Port Ltd.” in the long term so that the future expansion of the Port would be in the Outer Harbour where draft is not a constraint and with significantly less requirement for dredging. The existing Port facilities would be identified for non-port activities / commercial development for monetization of assets.

3.2 Objective

The objective of the present study is to prepare a Comprehensive Master Plan, which shall include cargo projections, land use plan & optimization, warehousing, connectivity, cruise potential, future fuels, etc. with ultimate aim to achieve efficient logistics for enhancing economic development, and with sufficient details to initiate environmental clearance for the Master Plan.

3.3 Scope of the Assignment

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

Objectives

1. Map out the origin-destination of key cargo (accounting for greater than 95% of the total traffic) at the Port and develop traffic scenarios for a period of 25 years (2047), considering Carbon emission commitments.
2. Identify key constraints along the logistics chain (Port and including connectivity to hinterland).
3. Develop a port land master plan for the Port with planning horizon of 2047.
4. Develop land use & development plan for existing used and unused land parcels.
5. Achieve ZERO waiting time for inward as well as out bound cargo i.e. ship, rail, truck carrying cargo to/from port should not be required to wait.
6. Plan for developing bunkering facilities for LNG, H2 etc. Plan for developing Cochin Port as a “Bunkering Hub” and promotion of maritime services including bunker supply to ships at the Outer Anchorage of Cochin Port.
7. Plan for developing Cochin as a favoured destination for Cruise Ships. Plan for developing state of the art Mega Cruise Terminal at Ernakulam Wharf and zoning of berths and backup area at Ernakulam Wharf for promoting cruise ship facilitation in one area while attracting and handling higher volumes of Dry Cargo at the high draft berths.
8. Plan for upgrade / redevelopment of Willingdon Island as a Multi-functional Port Area (Non-containerised Dry Cargo handling / Business District / Tourist Destination / Hospitality Hub) considering that Crude Oil handling and Container Operations along with the ancillary business have moved out of Willingdon Island to other locations of Cochin Port.
9. Identify key initiatives and implementation plan to ensure speedy and efficient implementation of port master plan.

Scope of Work

Vision & Plan

1. To identify the vision / priority area for the Port considering future economic outlook in the hinterland, India's economy and overall technology development trend.
2. To benchmark with similar port (similar in terms of hinterland / location / commodity type / stage of development or similar such parameter) and identify best practices for the port to follow.
3. To identify key performance indicators (KPIs) through which implementation of the Plan would be monitored regularly.

Demand / Market Assessment

1. To study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo or any other shipping service (like bunkering, cruise, etc.).
2. To identify the mode in which these commodities are moving in and out of the hinterland by carrying out O-D study of cargo (accounting for greater than 95% of the total traffic at the port).
3. To identify and map the existing & planned industrial clusters, corridors, industrial parks, investment regions, etc. and identify cargo commodity types and volumes.
4. To forecast commodity-wise cargo types and volumes for 5, 10 and 25 years.

Land Use Assessment

1. Undertake site analysis of physical characteristics including existing infrastructure; size; location; boundaries; topography; natural resources; land ownership; adjoining land uses; and flood risk.
2. Review utilization of land and waterfront of the Port in terms of commercial (port operations, cargo handling, etc.) and non-commercial (staff quarters, guest house, dilapidated / idle structures, etc.).

Port Berth / Connectivity Infrastructure Projects

1. To review the existing capacity augmentation plan of the Port.
2. To study the demand supply gap analysis of the existing infrastructure including connectivity from the Port to industrial zones in the hinterland by Road, Rail, Inland Dry Ports, Waterways and Pipelines.
3. To identify port and connectivity infrastructure projects based on future traffic scenarios including – Berth enhancement projects (including deepening of draft, channel enhancement, mechanization and operational efficiency improvements).
 - a. This shall also include the infrastructure requirements for coastal shipping.
 - b. The Master Plan should be integrated with international and national logistics chains and existing / planned trade / development corridors.
4. To prepare phase-wise development plan including berths, breakwater, dredging, warehousing / storage, connectivity, social infrastructure.
5. To identify key projects to mitigate the future logistics constraints.

6. To prepare high level cost estimate of each project component.

Development & Land Use Plan

1. To identify the land requirement for undertaking projects as identified in the Master Plan.
2. To prepare land use plan for development of the infrastructure projects identified in the Master Plan, with intention to monetize land assets.
3. To prepare layout plans of the existing status of the port and proposed infrastructure projects.
4. To prepare overall development plan, including proposed land-use layout plan & utility demands, and phasing for 5, 10 and 25 years.
5. To detail out economic outcomes such as employment generation, export potential, income generations and other benefits that may accrue through establishment of such plan.
6. To study the existing environmental settings and suggest specific Environment Management Plans considering the infrastructure projects and development plans.

Implementation Plan

1. To specify the operational models (multi use or single commodity or single cargo type or service / tool port / landlord / private).
2. To prepare the implementation plan with expected timelines for achievement of KPIs.

Resource Plan

1. To identify funding requirement and sources of funding.
2. To identify requirements of technology and expertise required for implementation of the projects.
3. To identify human resources requirements and other collaborations / partnerships requirements.

3.4 Deliverables, Time and Payment Schedules

- 3.4.1 The entire assignment shall be completed within five (5) 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 four months.
- 3.4.2 Bidder's financial quote shall be exclusive of GST. GST will be paid extra as per the prevailing rates.
- 3.4.3 Payments will be made by CoPA within 30 days from the receipt of bill with all supporting documents/reports complete in all respects. In case any document is not enclosed initially, the above time limit will be reckoned only from the date of submission of all documents in complete shape.
- 3.4.4 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	1.5 months	Three (3) hard copies plus soft copy (editable)	10
3	Submission of Infrastructure Projects, Development & Land Use Plan	2.5 months	Three (3) hard copies plus soft copy (editable)	20
4	Submission of Draft DPR and presentation thereon; acceptance of draft DPR by CoPA	4.0 months	Five (5) hard copies plus soft copy (editable)	30
5	Submission of Final DPR and presentation thereon and acceptance of Final DPR by CoPA	5.0 months	Five (5) hard copies plus soft copy (editable)	30

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

3.4.6 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.

3.4.7 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 Comprehensive Master Plan for Cochin Port (Retender)”**.

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 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
- 4.2.12 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 on the dates specified in NIT by making online requisition. Bid Document can also be downloaded from Cochin Port website 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, 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 condition* as 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)
- (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 lump sum 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. The Port reserves the right to cancel the Work Order at any point of time or stage for the Administrative reasons.

4.16.3 This lump sum 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 lump sum 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.

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

4.17.4 **Non submission of the original financial instruments towards (a) Cost of Bid Document and (b) EMD, , Power-of-Attorney, if applicable and Declaration as per Appendix - III, on the Bid Due Date may 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 Empanelled Consultants of IPA (Indian Ports Association)
- (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 four 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 7th 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, 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.

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 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 Engineer on any matter in connection with or arising out of the

Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

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

- a) The Dispute in respect of contract of value up to Rs. 1crore shall not be referred for adjudication through arbitration and
- b) If the value of the contract is exceeding Rs.1 crore and up to 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

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 Comprehensive Master Plan for Cochin Port (Retender)**

Dear Sir,

With reference to your Bid Document dated 13/09/2024, I/we, having examined all relevant Documents and understood their contents, hereby submit our Bid for **Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port (Retender)**, 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 90 (Ninety) 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.

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

For

(Signature, name, designation and address)

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1.....(Notarised)

Notes:

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

DECLARATION

Subject: Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port (Retender)

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

- (i) We are one among the Empanelled Consultants of Indian Ports Association (IPA)
- (ii) The validity of the enlistment in the IPA panel would cover the period indicated in Clause 3.4.1 and Table under Clause 3.4.4 of 'Section 3 : Terms of Reference plus 6 months.

SIGNATURE OF BIDDER
Name & Designation

TECHNICAL BID - UNDERTAKING

Subject: Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port (Retender)

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

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

Port Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee to extend from time to time the period for performance of the CONTRACT by CONSULTANT. Port Authority shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against consultant, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the CONTRACT between Port Authority and CONSULTANT or any other course of remedy or security available to Port Authority. The Bank shall not be released of its obligations under these presents by any exercise by Port Authority of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Port Authority or any other indulgence shown by

Port Authority or by any other matter or thing whatsoever which under Laws would, but for this provision, have the effect of relieving the Bank.

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

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

Dated thisday of

WITNESSES:

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

Bank's Rubber Stamp

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

+ Attorney as per Power of Attorney
No.
Dated

Notes:

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

FORM OF AGREEMENT

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

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

WHEREAS the Employer is desirous that certain tasks to be performed by the Consultant viz. **“Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port (Retender)”** (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 Comprehensive Master Plan for Cochin Port (Retender)”**.
 - (b) All amendments to the Bid Document for **“Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port (Retender)”** 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 lump sum Consultancy fee for preparation of Master Plan.
 - (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	COCHIN PORT AUTHORITY
2	Vendor code	
3	Permanent Account Number(PAN)	AAALC - 1134F
4	TAN NO	CHNC04095A
5	GST NO:	32AAALC1134F1ZZ
6	Particulars of Bank Account	Savings Account
	A. Name of Bank	STATE BANK OF INDIA
	B. Name of Branch	Cochin Port Authority
	C. Branch Code	6367
	D. Address	Cochin Port Authority, Willingdon Island - 682009
	E. City Name	Cochin
	F. Telephone No	2582614
	G. NEFT/IFSC Code	SBIN0006367
	H. SWIFT Code:	SBININBB
	I. 9.digit MICR code on the Cheque Book.	682002021
	J. Type of Account	Savings Account
	K. Account No.	41401802288
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**

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 Master Plan for Development of Cochin Port (Retender)**

~~~~~

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 3.4.4** 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 Comprehensive Master Plan for Cochin Port (Retender)

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                        | Total lump sum charges/ Fees in Indian Rupees.                     |                                                                 |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                  | in Figures                                                         | in words                                                        |
| 1       | Providing Consultancy Services for Preparation of Comprehensive Master Plan for of Cochin Port, 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 schedule II)</del> |
|         | Note :-<br>1. The bidder shall quote both in figures and words<br>2. Only two decimal digits will be accepted.<br>3. In case of discrepancy in figures & words, the quoted amount in words shall prevail.                                                                                                                                                                                                        |                                                                    |                                                                 |