



COCHIN PORT AUTHORITY
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**TENDER DOCUMENT FOR PROVIDING CONSULTANCY SERVICES FOR
REMODELING OF OFFICE WORK SPACES IN THE NEW
ADMINISTRATIVE BUILDING OF COCHIN PORT AUTHORITY (CoPA)**

TECHNICAL BID (e-Tendering Mode)

**Website: www.tenderwizard.com/CPT
CHIEF ENGINEER'S OFFICE
COCHIN PORT AUTHORITY
COCHIN-682009**

TENDER No.T6/T-2028/2024-C

Rs.885/- (Rs.750/-+18% GST)

COCHIN PORT AUTHORITY

**TENDER FOR PROVIDING CONSULTANCY SERVICES FOR
REMODELING OF OFFICE WORK SPACES IN THE NEW
ADMINISTRATIVE BUILDING OF COCHIN PORT AUTHORITY (CoPA)**

(Tender No.T6/T-2028/2024-C)

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SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY
TENDER NOTICE



Phone : 0484 2666414, 2582400 **Chief Engineer's Office,**
Fax : 91 0484 2666414 **Cochin – 682 009.**
Email : ce@cochinport.gov.in, coptce@gmail.com
Website : www.cochinport.gov.in
No.T6/T-2028/2024-C : Dated:18/10/2024

1. Electronic Tenders (**e-tenders**) on Lumpsum basis are invited by Cochin Port Authority from reputed contractors in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], meeting the Minimum Eligibility Criteria specified below for the work of **“Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (CoPA)”**.
2. Details of downloading / submission of Bids are as under:

Download period	From 18.10.2024 to 01.11.2024
Last date for seeking clarification	24.10.2024
Last date of uploading of Clarifications / Addendum / Corrigendum	28.10.2024
Last date and time of submission of Bid	14.30 hours on 01.11.2024
Date and time of opening the Bid	15.00 hours on 01.11.2024
Earnest Money Deposit	Rs.17,600 furnished through Demand Draft /Pay Order / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA from any Commercial Bank in India or through RTGS/NEFT mode Appendix-VII
Cost of Bid Document	Rs.885 (Rs.750 + 18% GST) (Non refundable) furnished either through Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPA from any Commercial Bank in India, or through RTGS/NEFT mode. being the cost of single copy of the tender document Appendix-VII
Time for Completion	8 (Eight) Months from the date of commencement. i. 2 (Two) Months for Preparation of Concept & rough cost estimate and its approval from CoPA,

	<p>preparation of working drawing, detailed estimate & tender document and its approval from CoPA).</p> <p>ii. 1 (One) Months for Invitation of Tender and conclusion of Contract for execution (Will be done by CoPA).</p> <p>iii. 5 (Five) months for execution of work.</p>
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3. **Minimum Eligibility Criteria:**

a) Experience

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **30th September, 2024**, at least either:

- i) Three Similar Assignment each costing not less than **Rs.40.00 lakhs**
(OR)
- ii) Two Similar Assignment each costing not less than **Rs.50.00 lakhs**
(OR)
- iii) One Similar Assignment costing not less than **Rs.80.00 lakhs**

b) Financial Turnover

Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2023 [2020-'21, 2021-'22 & 2022-'23] shall not be less than **Rs.30.00 lakhs.**

Explanatory Notes to a) & b) :

- i. Similar work(s) means **“Providing Consultancy Services for constructing/ renovating/ revamping /remodeling of Office buildings/ hotels/ Hospitals etc. and its supervision”**. **Total Cost of construction will be considered for evaluation**”. The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate (Form 26AS) along with work order and completion certificate.
- ii. Copy of completion certificates of each work issued by the employer/owner/ responsible officer of the employer/owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
- iii. The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or Sub Contractor. The Sub-Contractor shall be an authorized and approved Sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a Sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.
- iv. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

Table 1

Year before	Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

v. **Financial Turnover:**

In proof of Financial Turnover Audited Annual Accounts Statements (Balance Sheet & Profit & Loss Account Statement) & Turnover Certificate signed by the Chartered Accountant or IT returns duly acknowledged by the Income Tax department along with Computation Statement signed by the Chartered Accountant, for the last three years ending on 31st March 2023 shall be produced by the tenderer.

4. **Other Eligibility Considerations**

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

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, disqualifications/ black listing/ debarring by Govt. departments etc.

5. The Cochin Port Authority (CoPA) Administrative Building, constructed in the late 1990s, has not undergone any significant renovations since its establishment. To modernize the facility and uplift both its aesthetics and functionality, CoPA now proposes to remodel the office workspaces, excluding the Chambers of the Chairperson and Deputy Chairperson. This project aims to create a more efficient, comfortable, and sustainable working environment while ensuring compliance with current building codes and standards. The initiative will also ensure that the building aligns with contemporary design and operational needs, meeting the demands of a modern administrative setup. The CoPA intends to execute the work with the assistance of a well experienced and reputed Consultant.

6. Towards this requirement, CoPA intends to avail the services of a competent, well experienced and reputed firm with a team of multi-disciplinary professionals and proven capabilities in the field (Consultant)” for “**Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (CoPA)**” (hereinafter referred to as the Assignment).

7. The detailed scope of work in the proposed Consultancy services is detailed under “**Section 2 - Terms of Reference**” of the Bid Document.

8. 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-VII**.

9. 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".
10. 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.
11. 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).
12. 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.**
13. 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.
14. The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD 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/ proof of online payment towards (a) the cost of Bid Document and (b) EMD, (ii) Power of Attorney, if applicable, and (iii) Declaration in **Appendix IV, 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 **Suptdg. Engineer-I, Cochin Port Authority, W/Island, Cochin – 682009, KERALA**, before opening date and time of the Bid. **Non submission of the original financial instruments towards the Cost of Bid Document and EMD, Power-of-Attorney, if applicable, and Declaration, within the above period leads to disqualification of Bids.** Bids received after the stipulated last date and time for receipt, due to any reasons will not be considered.
15. 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.

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

Sd/-
SUPTDG. ENGINEER-I
COCHIN PORT AUTHORITY

SECTION-I

INVITATION FOR PROPOSAL

1.1 **Background**

The Cochin Port Authority (CoPA) Administrative Building, constructed in the late 1990s, has not undergone any significant renovations since its establishment. To modernize the facility and uplift both its aesthetics and functionality, CoPA now proposes to remodel the office workspaces, excluding the Chambers of the Chairperson and Deputy Chairperson. This project aims to create a more efficient, comfortable, and sustainable working environment while ensuring compliance with current building codes and standards. The initiative will also ensure that the building aligns with contemporary design and operational needs, meeting the demands of a modern administrative setup. The CoPA intends to execute the work with the assistance of a well experienced and reputed Consultant.

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 Financial Adviser & Chief Accounts Officer, CoPA from any Commercial Bank in India or through RTGS/NEFT mode at the time of submission of Bid and scanned copy of the same shall be attached with the e-tender.

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

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

1.6.2 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 **24.10.2024** 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 **24.10.2024** may not be entertained.

1.7.2 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 Suptdg Engineer-I
Cochin Port Authority,
Willingdon Island,
Cochin – 682 009. Kerala, India.

Ph:- 91-0484-2666414/2582420.

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.T6/T- 2028/2024-C

Tender Name: Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA).

SIGNATURE OF BIDDER

SECTION - 2

TERMS OF REFERENCE

2.1 BACKGROUND

The Cochin Port Authority (CoPA) Administrative Building, constructed in the late 1990s, has not undergone any significant renovations since its establishment. To modernize the facility and uplift both its aesthetics and functionality, CoPA now proposes to remodel the office workspaces, excluding the Chambers of the Chairperson and Deputy Chairperson. This project aims to create a more efficient, comfortable, and sustainable working environment while ensuring compliance with current building codes and standards. The initiative will also ensure that the building aligns with contemporary design and operational needs, meeting the demands of a modern administrative setup. The CoPA intends to execute the work with the assistance of a well experienced and reputed Consultant.

2.2 PROJECT INFORMATION

The major components of the project are given below.

- (i) Concept Design Preparation**
- (ii) Material Selection and Planning**
- (iii) Cost Estimation and Detailed Specifications**
- (iv) Furniture Design and Configuration**
- (v) Electrical and Communication Systems- Proposal for renovating existing service lines.**
- (vi) Exterior and Interior Design Enhancement- Facelift design for Entrance Lobby**
- (vii) Optimized Space Utilization**
- (viii) Consultation and PowerPoint presentation of the proposal to CoPA.**
- (ix) Detailed working drawing for contract execution.**
- (x) Periodic site visits during the renovation phase**
- (xi) Sustainability and Energy Efficiency.**
- (xii) Assisting in finalizing the interior work execution contract.**

2.3 OBJECTIVES OF ASSIGNMENT

The aim of this consultancy service is to enhance the functionality, aesthetics, and sustainability of the office workspaces within the Cochin Port Authority's Administrative Building. This involves creating a modern, efficient, and comfortable working environment that complies with current building codes and standards. The remodeling will focus on improving the overall design, operational efficiency, and environmental performance, while also ensuring the office spaces meet the evolving needs of the organization.

2.4 SCOPE OF CONSULTANCY SERVICES

The scope of work for this project includes:

- 1. Preparation of Concept Designs:** Developing concept interior designs, plans, and elevations by re-arranging the existing office spaces, creating an ergonomic and modern design for work spaces (Cubicles/Cabins), re-arranging

of services like electrical, electronic, and communication systems (if required), face lifting of entrance lobby, Board Room, Conference Hall, open areas in the second floor, VTMS etc., including overall aesthetic appearance of the building (front and rear views) along with implementing measures to prevent pigeon menace.

2. **Material Planning:** Proposing high-quality, cost-effective materials & finishes for office cubicles/cabins and storage cabinets, including potential reuse of existing partition walls, cubicles, and services.
3. **Cost Estimation and preparation of detailed specifications for work & material:** Preparing tender document for execution including detailed working drawings for contract execution, along with detailed estimate, specifications of work & material, and so for inviting tenders based on CPWD/market rates.
4. **Consultation and Presentation:** Delivering a PowerPoint presentation of the proposal to CoPA.
5. **Periodic Site Visits during Renovation:-**Providing on-site supervision during the implementation phase to ensure that the construction aligns with the design intent, quality standards, and timelines. The contract will include 20 site visits following the award of the execution contract to ensure that all remodeling activities are conducted without disrupting ongoing work and staff operations. Any additional visits beyond this may incur a change of Rs.2000 per visit.

2.4.1 Design Requirements

a) GROUND FLOOR

- **Marine-inspired theme for reception.**

b) SECOND FLOOR

- **Utilization of second-floor open space to a recreational Zone in the following options.**
 - **Recreational Area Transformation:-**Convert the vacant space on the second floor into a multifunctional recreational area, encouraging relaxation and social interaction among workers.
 - **Café with Sea View:-**Establish a sea-facing cafe, integrating cozy seating and a serene atmosphere to enhance user experience.
 - **Artificial Green Grass (Meadow Seating):-**Install soft artificial grass for a 'meadow' effect, creating seating zones for relaxation.
 - **Amphitheater for Small Gatherings:-**Build a compact amphitheater with tiered seating for hosting small gatherings, presentations, or informal team meetings.
 - **Vertical Garden Wall:-**Create a green wall around the curved section of the recreational space, contributing to the building's sustainability efforts and adding to the aesthetic appeal.

c) SIXTH FLOOR SPECIAL LOBBY DESIGN

- **Unique Design for Sixth Floor Lobby:** A tailored design for the sixth-floor lobby that sets it apart from the other floors, featuring premium

materials, artwork, and lighting, creating an exclusive and striking impression.

FROM GROUND TO 8TH EXCEPT 7TH FLOOR

d) THEMATIC AND AESTHETIC ELEMENTS:

- Coastal and maritime aesthetic.
- Unique theme and colour palette for each floor.
- Modern and minimalistic approach.

e) LIGHTING AND FIXTURES:

- Energy-efficient LED lighting (interior and exterior).
- Small light fixtures in existing coffered slab.

f) WORKSPACE DESIGN:

- Modular workstations and Ergonomic chairs.
- Effective storage solutions
- Accommodate the same department staff on each floor ensuring adequate network and electrical connection services.

g) FUNCTIONAL DESIGN FEATURES:

- Telecommunication and electrical connections to be concealed.
- Alternative entry for toilets.

h) MEETING AREAS:

- Upgrading the conference room and board room.

i) ENVIRONMENTAL CONSIDERATIONS:

- High-quality ecofriendly materials and finishes.
- Re use of existing partitions

2.4.2 Preparation of Bid Documents

- a) The Consultants shall, prepare and submit Bid Packages for the execution of the project. The scope of works shall be decided in consultation with CoPA. The Bid Packages and / or tender documents shall be in sufficient detail explaining the nature, type and magnitude of works involved, with relevant drawings, detailed specifications and other details necessary to enable the intending Bidders to submit their bids. The documents shall spell out in detail the requisite data that should be furnished by the Bidders to assess their technical and financial capabilities to undertake and successfully complete the works as per the detailed specifications and time schedule.
- b) The draft tender documents shall be got approved by the CoPA before the preparation of the final version. **3 copies** of each of the finalised bid documents along with soft copy (in editable mode) shall be furnished to the CoPA. The CoPA shall invite e-tenders but the Consultants shall provide all assistance by preparing necessary e-tender formats / templates,

documents as per CoPA's requirements so as to enable floating of tender in 2 cover system, meeting the latest CVC guidelines and ensuring transparency.

- c) The consultant shall assist CoPA by addressing any queries and providing necessary clarifications if any.
- d) The Consultant shall review and assess the construction methods to ensure they meet the technical requirements, project timeline, environmental standards, and safety regulations for both works and personnel, without disrupting the ongoing work of staff in the building .
- e) The Consultants shall inspect the execution of the work to ensure compliance with the proposed designs and plans..

2.5 Man Power Requirement

The Consultants shall consist of qualified interior designers responsible for providing professional project management services on behalf of Cochin Port Authority (CoPA). The designers will be tasked with ensuring the project is completed efficiently, within the scheduled time and budget. They must take appropriate corrective actions to address any significant deviations from the planned course. The Consultants shall arrange for any additional expertise required during the review, preparation of detailed estimates, drawings, tender invitations, and tender evaluations at no extra cost to CoPA. The Authority will not accept staff turnover as justification for project delays.

2.6 REPORTS

2.6.1 Reports to be submitted upto the Award of Contract works

The various reports and documents (hard or soft copies) shall be submitted in accordance with the schedule as set forth below:-

1. **PPT of the Proposal, Layout Plans, Concept Designs, 3D Views, and Walk-throughs:** 5 copies.
2. **Working Drawings, Detailed Estimates, Specifications of Materials and Work**
3. **Preliminary/Tender Estimates and Drawings:** Required for the tendering process.
4. **Final Tender Documents:** Including detailed specifications and a set of tender drawings – 3 copies and a soft copy in an editable format.

2.7 PAYMENT TO THE CONSULTANTS

In consideration of the Services performed by the Consultants under this Contract, the Cochin Port shall make to the Consultants eligible payments in such manner as is provided in clause 2.7.1 of this ToR. Payment shall be made to the Bank directly.

2.7.1 Remuneration towards Performance of Assignment by the Consultant shall be as per terms and conditions of accepted "Financial Proposal" against invoices of the Consultant.

- a) The payment towards Performance of Assignment will be made as per **clause 2.8 PAYMENT SCHEDULE**
- b) The Authority shall pay consultancy fees in Indian Rupees only as per terms and conditions of accepted "Financial Proposal" against invoices of the Consultant.

- c) In the event of termination of construction contract or removal of contractor, no further payment beyond 15 days shall be made to the Consultant, till it is decided by the Authority, if the services of the Consultant/ personnel are required or not and in which case the entire situation shall be reviewed.
- d) Payments to be made by the Authority hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant.
- e) As soon as practicable after the completion of the Services or termination of the Contract, the Consultant shall submit to the Authority, the Final Statement of Eligible payments.
- f) Authority shall pay to the Consultants the amounts claimed within 21 (twenty one) calendar days after receipt of satisfactory statements and supporting documents. The Authority may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.
- g) Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

2.8 PAYMENT SCHEDULE

Payment Schedule linked to the specified activities are given below;-

Sl. No	Stages of assignment	Description of Activity	% of Payment	Period
1	Stage A	On presentation of Concept & Rough Cost Estimate and got it approved by CoPA	25	Total 2 Months
2	Stage B	On submission of working drawing, Detailed Estimate & Tender Document and got it approved by CoPA	25	
3	Stage C	On Award of work execution contract	10	1 month
4	Stage D	During construction on pro rata basis connected with the value of work execution contract (10% of Stage D on 25% of completion of Construction work, 10% of Stage D on 50% of completion of Construction work and balance 10% of Stage D on 75% of completion of Construction work)	30	Total 5 Months
5	On completion of work	After Completion of work & on certification of work acceptance	10	
		TOTAL	100	8 Months from the date of issue of LoI

2.9 In case for any reason the Assignment is foreclosed, percentage payment due upto the completed stage will be made as indicated above and in case

Assignment foreclose in the middle of any indicated stage, pro-rata payment shall be made for the completed services as assessed by the Authority and the Authority's decision in this regard shall be final.

2.10 TIME SCHEDULE

Total period of Assignment is 8 months as detailed below.

- i. The Consultants has to submit working drawing, Detailed Estimate & Tender Document & got it approved by the CoPA within 2 months from the Date of LoI.**
- ii. The Duration envisaged for execution is 5 Months, which will be extended, if required, till completion of work.**

2.11 DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY

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

- (i) Existing Plan of Administrative building**
- (ii) Occupancy details of Administrative Building**

SIGNATURE OF BIDDER

SECTION - 3

3. INSTRUCTION TO BIDDERS

3.1 Introduction

This Bid is invited for **“Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA)”**.

3.2 General Instructions

- 3.2.1 The Assignment is to be executed as described in the Bid Document
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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).
- 3.2.5 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.
- 3.2.6 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.
- 3.2.7 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.
- 3.2.8 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.
- 3.2.9 The Consultant shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 3.2.10 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.

3.2.11 **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.**

3.2.12 **Joint Venture is not allowed in this tender**

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

3.2.14 The Bidder shall submit its Bid in the form and manner specified in this Bid Document. The Bid shall be submitted in the format at **Appendix-I** and the Price Bid shall be submitted in the format at **Appendix-IX 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-V**.

3.3 Downloading of Bid Document

3.3.1 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 Commercial / Nationalised Bank in India 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.

3.3.2 In case of Bid Document being downloaded from the website, at the time of uploading, the Bidder shall give an undertaking in **Appendix-III** 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 Acknowledgement by Bidder

3.8.1 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 3.7 above;
- d) Satisfied itself about all matters, things and information, including matters referred to in Clause 3.7 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.

3.8.2 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.

3.9 Right to Reject Any or All Bids

3.9.1 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.

3.9.2 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.

3.9.3 Without prejudice to the generality of Clause 3.9.1, 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.

3.9.4 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 lowest Bidder gets disqualified /rejected, then CoPA reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of CoPA, including annulment of the Selection Process.

3.10 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 3.11.

3.11 Amendment to Bid Document

3.11.1 At any time prior to the due date for submission of the Bid, the Chief Engineer may for any reason, whether at 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.

3.11.2 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.

3.11.3 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.

3.12 Language of the Bid

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

3.13 Format and Signing of Bid

3.13.1 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.

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

3.14 No Alternative Proposals by Bidders

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

3.15 The Bid

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

3.15.2 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) An Undertaking that *No changes have been made in the Bid Document, Price Bid does not contain any condition as per Appendix-III-*
- (v) Bank information for e-Payment system as per *Appendix-VI*.
- (vi) Bank Account details of Cochin Port Authority in *Appendix-VII*.
- (vii) *Undertaking for Financial Quote in the format as per Appendix-VIII.*
- (viii) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.
- (ix) Copies of PAN and GST registration

3.16 Price Bid

3.16.1 Applicants shall submit the Price Bid only **in e-tendering mode** in the format at *Appendix-IX* 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.

3.16.2 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.

3.16.3 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 2.8. 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.

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

3.17 Submission of Bid

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

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

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

3.17.4 Non submission of the original financial instruments towards Cost of Bid Document and EMD, if applicable on the Bid Due Date will lead to disqualification/rejection of Bids.

3.17.5 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.

3.18 List of Documents to be Submitted

3.18.1 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) Registration Certificate of the Company.
- (v) Copies of PAN and GST registration.

- (vi) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.

3.18.2 List of Documents to be submitted in original:

- (i) Letter of Submission (vide *Appendix-I*).
- (ii) DD / Pay Order/ Banker's Cheque/ Proof of online payment towards Cost of Bid Document, as applicable.
- (iii) DD / Pay Order/ Banker's Cheque/ proof of online payment towards EMD, as applicable.
- (iv) Power-of-Attorney, if applicable, duly authenticated by Notary Public (vide *Appendix- II*).

3.19 Late Bids

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

3.20 Opening of Bids

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

3.20.2 The 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.

3.20.3 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.

3.20.4 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.

3.21 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.

3.22 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.

3.23 Acceptance of Bid

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

3.24 Currency

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.

3.25 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.

3.26 Award of Work

3.26.1 The contract will be awarded to the qualified Bidder who has quoted lowest amount in the Price Bid.

3.26.2 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.

3.27 Signing of Agreement

3.27.1 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.

3.27.2 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.

3.28 Fraud and Corrupt Practices

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

participate in any Tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- (a) “corrupt practice” means
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
 - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
 - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.29 Commencement and Completion of Work

The Consultant shall commence the Work within 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.

3.30 Conflict of Interest

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

3.30.2 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.

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

3.30.4 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.

3.30.5 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.

3.30.6 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 Suptdg Engineer-I,

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 Oder / Banker's Cheque drawn in favour of **Financial Adviser & Chief Accounts Officer, Cochin Port Authority**, payable at Kochi, from any Commercial / Nationalized Bank in India. Payment can also be made online (NEFT / RTGS) as per the Bank details given at **Appendix – VII**. 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 mentioned in Sl. No.1 & 2 of Table 2.8 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 Sl. No.1 & 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 2.8) 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 of Sl. No. 1 & 2, as awarded.

5.5 Care and Diligence

5.5.1 The Consultant shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, timely, efficient and effective execution of their duties.

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

5.6 Taxes & Duties

5.6.1 The Bidder and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax and GST shall be made by the Employer from each certificate of payment to the Bidder at the applicable rate from time to time, on the gross amount of the Consultant's bill for payment.

5.6.2 The Bidder shall comply with all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

5.7 Confidentiality

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

5.8 Suspension of Assignment

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

- a) A default shall have occurred on the part of the Consultant in the execution of the Contract.

- b) Any other condition which makes it unable for either party by reason of “Force Majeure” as referred to in Clause 5.11 to successfully carry out the Assignment or to accomplish the purpose of the Contract.

5.9 Termination of Assignment

5.9.1 Termination of Assignment by CoPA

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

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

5.9.2 Termination of the Assignment by the Consultant

The Consultant shall promptly notify CoPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract. Upon confirmation in writing by the CoPA of the existence of any such situation or event, or upon failure of the CoPA to respond to such notice within 30 (thirty) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than 30 (thirty) days prior written notice thereof.

5.10 Termination Procedure

- a) Upon termination of the Contract under Clause 5.9 or receipt of notice of Termination under Clause 5.9.1 or giving notice of termination under Clause 5.9.2, the Consultant shall take immediate steps to terminate the Assignment in a prompt and orderly manner and to reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

5.11 Force Majeure

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

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

5.12 Disputes between the consultant and Cochin Port

5.12.1 The parties may at any time, without prejudice to any other proceedings, seek to amicably settle any dispute arising out of or in connection with the present contract by way of conciliation as per conciliation guidelines issued by Cochin Port.

5.12.2 In the event the parties fail to arrive at a conciliation settlement regarding the dispute in hand, the parties may refer the dispute before the Court of Competent Jurisdiction.

5.12.3 In case of any dispute or differences arising out of this Agreement, then courts at Ernakulam shall have the exclusive jurisdiction."

5.13 Completion Certificate

A completion certificate shall be issued by the Employer submission of all Reports/Documents as indicated in the Bid Document and on completion of all the tasks and , 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-IV* 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 Suptdg Engineer-I,
Cochin Port Authority,
Willingdon Island,
Kerala, India.
Pin - 682 009.

Sub: Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA)".

Dear Sir,

With reference to your Bid Document dated 00/10/2024, I/we, having examined all relevant Documents and understood their contents, hereby submit our Bid for **Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA)".**, 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-V 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 ABOVENAMED 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.

TECHNICAL BID - UNDERTAKING

Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (CoPA)”.

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 Commercial 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 forebear to enforce any covenants, contained or implied, in the CONTRACT between Port Authority and CONSULTANT or any other course of remedy or security available to Port Authority. The Bank shall not be released of its obligations under these presents by any exercise by Port Authority of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Port Authority or any other indulgence shown by Port Authority or by any other matter or thing whatsoever which under Laws would, but for this provision, have the effect of relieving the Bank.

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

This Guarantee shall be valid up 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 Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA)**”.

”(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:

The Bid Document for “**Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA)**”.

- (a) All amendments to the Bid Document for “**Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA)**”.
- (b) ”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:

By the said:

.....

.....

.....

Name:.....

Name:.....

On behalf of the Consultant in
the Presence of:

On behalf of the Employer in the
Presence of:

Name :.....

Name:.....

Address:.....

Address:.....

.....

.....

.....

.....

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

SIGNATURE OF BIDDER

National Electronic Fund Transfer (NEFT/RTGS) Mandate Form (Mandate for receiving payments through NEFT/RTGS from COCHIN PORT AUTHORITY)		
1	Vendor Name/Beneficiary Name	COCHIN PORT AUTHORITY
2	Vendor code	
3	Permanent Account Number(PAN)	AAALC - 1134F
4	TAN NO	CHNC04095A
5	GST NO:	32AAALC1134F1ZZ
6	Particulars of Bank Account	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
7	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		
<u>Bank Certificate</u>		
We certify that _____ has savings account No _____ _____ with us and we confirm that the details given above are correct as per our records.		
Date:		Authorised Official of
Bank		
Place:		

UNDERTAKING FOR FINANCIAL QUOTE

To

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

Sir,

Sub.: Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA)".

~~~~~

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

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

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

I/We agree to accept the stage-wise / percentage-wise payment schedule as detailed in **Table under clause 3.4.2** of the Bid Document.

Yours Sincerely,  
[Authorized Signature [in full and initials]:  
[Name and title of Signatory:]  
[Name of Firm:]  
Address:

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

**PRICE BID FOR THE ASSIGNMENT****Tender No.T6/T-2028/2024-C**

**Name of Assignment: Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (COPA)”.**

**Schedule-II- Financial Bid**

**I/We have perused the Bid Document including terms of Reference (ToR) for the subject Assignment and other details and am/ are willing to undertake & complete the assignment.**

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                         | Total lump sum charges/ Fees in Indian Rupees. |          |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | in Figures                                     | in words |
| 1       | <b>Providing Consultancy Services for Remodeling of Office Work Spaces in the New Administrative Building Of Cochin Port Authority (CoPA)”</b> as per the Terms of Reference in the Bid document inclusive of all incidentals, overheads, travelling expenses, stationery, expenditure related to studies, investigations, presentations to be made etc complete including all taxes, levies and duties etc., but excluding GST for execution of this Assignment. |                                                |          |
|         | 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.<br>4. All the payments under this contract will be made only in Indian Rupees. The fees/ price may be quoted in Indian Rupees only.                                                                                                                     |                                                |          |

**I / We agree to accept the stage wise/ percentagewise payment Schedules detailed in Clause 2.8 of ToR of the Bid Document**

**Signature of the Tenderer**