



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

COCHIN PORT AUTHORITY

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**TENDER FOR PROVIDING CONSULTANCY SERVICES FOR CARRYING
OUT EIA STUDIES AND OBTAINING ENVIRONMENTAL & CRZ
CLEARANCES FOR THE CAPITAL DREDGING FOR DEEPENING OF
CHANNELS FOR ACCEPTING VESSELS UPTO 16.0m DRAFT AT ICTT**

BID DOCUMENT

(Tender No. T15/2090/2026-C)

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

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

COCHIN PORT AUTHORITY

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TENDER FOR PROVIDING CONSULTANCY SERVICES FOR CARRYING OUT EIA STUDIES AND OBTAINING ENVIRONMENTAL & CRZ CLEARANCES FOR THE CAPITAL DREDGING FOR DEEPENING OF CHANNELS FOR VESSELS UPTO 16.0m DRAFT AT ICTT

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COCHIN PORT AUTHORITY

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**Chief Engineer's Office,
Cochin – 682 009.**

No. T15/2090/2026-C

Dated:02/03/2026

TENDER NOTICE

1. Limited Tenders in Electronic Tendering mode (e-tenders) on lumpsum basis are invited from reputed firms / consultants accredited with Quality Council of India (QCI) and National Accreditation Board for Education & Training (NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A for “**Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**”. The list of Bidders is attached at **Appendix XI**.
2. Details of downloading / submission of Bids are as under:

Download period	From 03/03/2026 to 14.30 hours on 24/03/2026
Last date and time of submission of Bid	14.30 hours on 24/03/2026
Date and time of opening the Bid	15.00 hours on 24/03/2026
Estimated Cost	NA
Earnest Money Deposit	Rs. 50,000/- furnished either through Demand Draft / Pay Order / Banker's Cheque/ Insurance Surety Bond drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-X
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 FA & CAO, Cochin Port Authority (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-X
Pre Bid Meeting	11.00 hours on 09/03/2026

3. Cochin Port Authority (CoPA) intends to engage the services of a Consultant accredited with Quality Council of India (QCI) and National Accreditation Board for Education & Training (NABET) under Ports, Harbours, Jetties, Breakwaters and Dredging with Category A for assisting the Port in obtaining the Environmental and Coastal Regulation Zone (CRZ) Clearances including Preparation of an Environment Impact Assessment (EIA) Report covering the required EIA studies, Disaster Management Plan & Risk Management Report, EMP etc., in accordance with the Standard Terms of Reference (ToR) already published by MoEF&CC for conducting EIA study and also additional

project specific ToR to be issued the by MoEF&CC as per the latest guidelines/ circulars/ notifications of MoEF&CC, Government of India, in connection with the work of **Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT.**

4. The selected Consultant for **Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT** (hereafter referred to as the "Assignment") will be responsible for conducting **all studies and investigations except Bathymetry survey and Mathematical model studies** and obtaining all mandatory NOCs, clearances etc. from all appropriate authorities from MoEF&CC and KCZMA/SEIAA etc. on behalf of CoPA. The scope of work inter alia includes compliance to the following as per latest EIA notifications and guidelines of MoEF&CC and subsequent modifications therein.
5. The detailed scope of work in the proposed Consultancy services is detailed under "**Section 3 - Terms of Reference**" of the Bid Document.
6. 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-X
7. The Bidders need to obtain the one time User ID & password for log-in to **e-Tendering** system from the service provider M/s. **KEONICS** by paying registration amount of **Rs.1124/-** by online payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
8. 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.
9. 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).
10. 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.
11. 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.
12. The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD shall be uploaded with the Bid Document while submitting the Bid electronically in the e-Tendering Portal. The Bidder shall submit the originals of: (i) DD / Pay Order/ Banker's Cheque towards (a) the cost of Bid Document and (b) EMD, (ii) Power of Attorney, if applicable, and (iii) Declaration in Appendix III, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Tender Name, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682 009, 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.

13. 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.
14. The undersigned reserves the right to reject/cancel/postpone any one or all Bids at any stage of the Bid, which will be binding on all Bidders.

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

SECTION - I

INVITATION FOR PROPOSAL

1.1 INFORMATION ON COCHIN PORT

- 1.1.1. The Cochin Port, one among the thirteen Major Ports of India, is the fastest growing maritime gateway to the peninsular India. This all weather natural port is located strategically close to the busiest international sea routes. Cochin Port, India's first e-Port is an ISO: 9001-2008 certified port complying with all ISPS and MARPOL regulations offering round the clock navigation throughout the year.
- 1.1.2. The Port is well connected with Railway & National Highway network, which gives easy access to the other parts of the country. The Cochin International Airport is situated about 40 km away from the Port.
- 1.1.3. Cochin Port is located on the South West Coast of India in the state of Kerala at latitude 9° 58' N and longitude 76° 16' E. The existing harbour basin is within the naturally protected area of Cochin lagoon. The entrance of the Port is through the Cochin Gut between the peninsular headland of Vypeen and Fort Cochin. The approach channel to the Port up to the Cochin Gut is about 13 km long having a width of 260m for a length of 11km and 286m for the remaining length. Dredged depth varies from (-) 15.95m at Gut to (-) 17.4m, at outer channel, maintained throughout the year. Main facilities of the Port are located on the artificially created Willingdon Island.
- 1.1.4. Cochin is an all weather port and is strategically located close to the trunk sea routes from Europe to Australia and to Far East. The diversion distance to Cochin from this trunk route is only 76 nautical miles. There is only 11 nautical miles diversion from the Singapore - Gulf sea route to Cochin. No other Indian major port enjoys this proximity to maritime highways.

1.2 EXISTING PORT FACILITIES

- 1.2.1 The existing Port facilities are located mainly on W/Island, having an area of about 385 hectares. The Island divides the navigational channel into the Ernakulam channel and the Mattancherry channel, inside the harbour. In addition to the above, an area of about 180 hectares. at Vallarpadam and 286 hectares at Puthuvypeen falls under the jurisdiction of Cochin Port, where various developmental activities are now in progress.
- 1.2.2 There are two wharves on W/Island, viz., Mattancherry Wharf and Ernakulam Wharf. The Mattancherry Wharf is 670 m with four alongside berths and the Ernakulam Wharf is 917m long with five along side berths out of which two berths (Q8 and Q9) are being developed as dry bulk terminal. There are three oil berths, viz., Cochin Oil Terminal (COT), North Tanker Berth (NTB) and South Tanker Berth (STB) which can accommodate 1,15,000 DWT, 30,000 DWT and 18,000 DWT vessels respectively. Other berthing facilities comprise of a Fertilizer Berth, which can accommodate vessels of 60,000 DWT, one Boat Train Pier, which can accommodate 35,000 DWT vessels and two jetty berths for miscellaneous cargo with capacity for vessels upto 12,000 DWT and 35,000 DWT.
- 1.2.3 The existing facilities include the following:
 - *16 Berths including 3 oil jetties*
 - *Modern Container Transshipment Terminal (ICTT)*
 - *Round the clock pilotage*
 - *Dedicated facilities to handle bulk/break bulk as well as a variety of liquid cargo.*
 - *Storage spaces*
 - *Single Buoy Mooring (SBM) for crude handling.*
- 1.2.4 A layout of Cochin Port is enclosed as **Annexure-I**.

1.3 CAPITAL DREDGING FOR DEEPENING OF CHANNELS FOR ACCEPTING VESSELS UPTO 16.0m DRAFT AT ICTT

- 1.3.1 Cochin Port Authority proposes to obtain 'CRZ Clearance' for the proposed **Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**. In this regard, CoPA proposes to avail the services of an accredited Consultant for assisting the Port in preparation of an EIA Report covering the required comprehensive EIA studies, Disaster Management Report & Risk Management Report, EMP etc., as per the latest guidelines/ circulars/ notifications of Ministry of Environment and Forests (MoEF), who shall obtain all the required clearances pertaining to Environmental and CRZ for the project. Government of India for obtaining the CRZ clearance. The Scope of Work/Assignment and duties of the consultant shall be as detailed under the Section "**2. Terms of Reference**". The proposed project layout comprising of the approach channel, turning circle and basin proposed to carry out capital dredging work is enclosed as **Annexure-II**.

1.4 Request for Proposal / Bid

- 1.4.1 Cochin Port invites Bids for selection of a Consultant for "**Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**", who shall obtain all the required clearances pertaining to Environmental and CRZ for the projects.
- 1.4.2 At the time of uploading, the Bidder shall give an undertaking in Appendix–IV that no changes have been made in the Bid Document. The Port's Bid Document will be treated as authentic Bid and if any discrepancy is noticed at any stage between the Port's Bid Document and the one submitted by the Bidder, the Port's Document shall prevail. For the discrepancies found at any time, the Bidder shall be liable for legal action.

1.5 Due Diligence by the Bidders

- 1.5.1 Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Bid by paying a visit to the CoPA on or before the date and time specified in Clause 1.8.
- 1.5.2 The Bidders are advised to inspect the work site and get 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. The Bidder is deemed to have full knowledge of the Assignment whether he inspects it or not and no relaxation/escalation consequent on any misunderstanding or otherwise shall be allowed.

1.6 Cost of Bid Document and EMD

- 1.6.1 The Cost of Bid Document and EMD shall be remitted in the form of Demand Draft /Pay Order/Banker's Cheque drawn in favour of the FA & CAO, CoPA from any Scheduled / Nationalised Bank having its branch at Kochi at the time of submission of Bid and scanned copy of the same shall be attached with the e-tender. EMD shall also be remitted in the form of Insurance Surety Bond. Payment can also be made on the mode (NEFT/RTGS) as per the Bank details given at **Appendix-X**.
- 1.6.2 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.

1.7 Validity of the Bid

- 1.7.1 The Bids shall be valid for a period of at least 180 (One hundred and eighty) 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.

- 1.7.2 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.

1.8 Selection Process

The Price Bid of only those Bidders who meet the Bid requirements relating to Cost of Bid Document & EMD, Power of Attorney, if applicable, Declaration and found responsive in the evaluation of Technical Bid, will be opened on the same day as intimated through website. No separate intimation will be provided to the Bidders in this regard.

1.9 Pre-Bid Meeting / Clarifications

- 1.9.1 Online Pre-Bid meeting will be held for the Bid on 09/03/2026 at 11.00 hours. The online link for the same will be emailed to the bidders in advance. The Bidders who need clarifications on any specific issue shall inform CoPA in writing (in editable word/doc/docx format only) on or before 06.02.2026 at the address given in the Clause 1.10.1 below. Queries/clarifications submitted in any other format shall not be considered for giving clarifications. Queries/clarifications on Bid Document sought after 06/02/2026 may not be entertained.
- 1.9.2 CoPA shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Due Date. The replies/clarifications/decisions shall be hosted at the Cochin Port Authority website www.cochinport.gov.in, e-Tendering Portal and CPP Portal without identifying the source of queries.
- 1.9.3 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.

1.10 Communications

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

The Chief Engineer,
Chief Engineer's Office,
Cochin Port Authority,
Willingdon Island,
Cochin – 682 009. Kerala, India.
Ph:- 91-0484-2666414/2582400/ 2582406.
Fax:-91-0484-2666414.
Email: ce@cochinport.gov.in / coptce@gmail.com

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

Tender No. : Tender No. T15/2090/2026-C

Tender Name: Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT.

SIGNATURE OF BIDDER

SECTION - 2

2. PROJECT LOCATION

2.1. EXISTING ICTT

- 2.1.1. Cochin Port's International Container Transshipment Terminal (ICTT), India's first transshipment terminal, was envisioned to recapture Indian container traffic from foreign hubs like Colombo, Singapore, and Jebel Ali. However, with a draft limited to 14.5 meters, ICTT cannot accommodate modern mainline vessels, which require drafts of 15.5 meters and above. This constraint has hindered its potential, leading to a traffic profile skewed towards gateway cargo and the loss of key shipping services.
- 2.1.2. A BOT contract for the Development and Operation of the ICTT has been executed with M/s. India Gateway Terminal (IGT), a company incorporated by M/s Dubai Ports World, on 31/01/2005. As per the terms and conditions of the above License Agreement, IGT has designed and constructed the berth in the ICTT for a minimum designed depth of 16m below the Port's Chart Datum, for accommodating 8000+TEU capacity container ships requiring 14.5m draft and the Cochin Port would have to provide marine access for catering to the needs of 8000+ TEU vessels.
- 2.1.3. The present Approach Channel of Cochin Port comprises of an Outer Channel, Entrance Channel, LNG basin, ICTT Basin and two Inner Channels; the Ernakulum Channel and Mattancherry Channel. Cochin Port carrying out annual maintenance dredging of the outer channel, inner approach channels and various berth frontages by deploying TSHDs on 24x7 basis. Presently the work is undertaken by M/s Dredging Corporation of India.

2.2. PROPOSED DEEPENING

- 2.2.1. Project of Capital dredging will be implemented as part of a scheme which inter alia includes construction of additional berth and strengthening of existing berth (to be done by the BOT operator, M/s IGTPL); and deepening of Cochin Port channels, turning circle and berth basin area. The layout of the proposed deepening area is enclosed as ***Annexure-II***.
- 2.2.2. With Draft Increase to 16.0m, the proposed project unlocks transformative potential, retains and grows gateway traffic by securing mainline vessel services and attracts significant transshipment volumes, including recapturing lost services and securing new anchor line services.

2.3 SITE INFORMATION

2.3.1 General

- 2.3.1.1 The whole coastal area is characterized by formation of the coastal land forms, which are made up of sand bars and barriers, sandy flats, mud flats and bars. The coastal plain is occupied by quaternary and recent sediments consisting essentially of sands, sandy clays, clays and carbonious clays.
- 2.3.1.2 The near shore area outside the Cochin Gut is relatively shallow reaching a water depth of 5 m at a distance of about 2 km from the shore and gradually deepening to 10 m at a distance of about 6 km outside the Gut. The sea bottom is mainly soft mud up to several meters deep in the near shore waters of Cochin.
- 2.3.1.3 The siltation in the Cochin Harbour area mainly takes place due to the deposition of the sediments from sea, which are stirred up during the wave action and brought inside the lagoon during the flood tide, whereas the siltation in the outer channel is mainly due to the phenomena of littoral drift.
- 2.3.1.4 The site for the capital dredging work is located in the existing navigational channels of the Cochin Port and its adjacent areas. The location of the berth basin in front of the ICTT is on the northern side of the Ernakulum channel.

2.4 Bed Material

2.4.1 The bed material in the approach channel for a very small portion immediately outside the gut consists of very fine sand. The material in approach channel beyond this portion consists of predominantly silty clay having median diameter of about 2 to 20 microns in the flocculated state. In the inner channels the bed material is mainly fine silt and clay, mineralogically kaolinite and illite. The material to be dredged for maintenance of the channel consists of clay, silt and sand of 2 to 20 micron. Material available in the LNG basin berth frontage is predominantly sand with clay.

2.5. Bathymetry and Seabed Features

2.5.1 The seabed slopes gently in the offshore region and is about 1 in 500 to 600. The coast experiences the littoral drift as anywhere else but there is a phenomenon of formation of the mud banks. The mud banks are not stationary and have a tendency to move in the coastal region.

2.5.2 Bar formation at the entry of the port is a natural phenomenon and it takes place during the southwest monsoon season. Hence annual maintenance dredging is to be resorted to in order to keep the necessary depths and widths in the navigational channel. Littoral drift takes place during both the SW & NE monsoons as a result of which the channel experiences siltation. This effect gets compounded when material from the mud banks find its way to the entrance channel during the flood tides.

2.6 Chart Datum

2.6.1 Port's Chart Datum is 0.582 m below Indian Mean Sea Level with reference to the tide gauge established for the purpose.

2.7 Maximum Permissible Dredged Depths

2.7.1 Over-dredging in the channels and basins as well as in front of berths shall not be permitted. The dredging shall be done limiting to the depth in the channels, basins and all respective berth frontages as given in **TABLE- A** below. The excess quantity of material dredged and removed beyond the maximum permissible depth given at Table-A evidenced from the fortnightly

TABLE – A	
Description	Designed Depth below Chart Datum in metres
1	2
a) The portion of outer channel starting from No.16 buoy (00 chainage) and towards sea upto 2km (Sector-OCA1) Area = 5,72,000 m²	17.76
b) The portion of outer channel from 2 km to 5 km towards the sea (Sector-OCA2) Area = 7,86,500 m²	18.40
c) The portion of outer channel from 5 km to 13.5km / (-) 15.95m contour towards the sea (Sector-OCA3) Area = 2210,000m²	18.40
d) Inner channel from 00 chainage to the end of ICTT basin (Entrance Channel) (Sector-ICA1) Area = 6,05,109 m²	17.76
e) Basin in front of ICTT and its berth frontage (350m – of new berth and 50m – of V3) Area = 150,000 m²	17.28
f) Turning Circle 800m dia	17.76

SIGNATURE OF BIDDER

SECTION - 3

3. TERMS OF REFERENCE

3.1 Background

3.1.1 Cochin Port Authority (CoPA) proposes to obtain 'Environmental and CRZ Clearances' for the **Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**. In this regard CoPA intends to avail the services of a Consultant accredited with Quality Council of India (QCI) and National Accreditation Board for Education & Training (NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A for assisting the Port in obtaining the said clearances for CoPA including preparation of an Environmental Impact Assessment (EIA) Report. The Report shall cover the required EIA studies, Disaster Management Report (DMP) & Risk Assessment (RA), Environmental Management Plan (EMP), CRZ mapping, etc., as per the latest guidelines/circulars/notifications of Ministry of Environment and Forests (MoEF&CC), Government of India. The Scope of Work/Assignment and duties of the Consultant shall be as detailed below.

3.2 Objective

3.2.1 The Consultant shall prepare EIA Studies & obtain CRZ & Environmental Clearances from the State Environment Impact Assessment Authority (SEIAA) / MoEF&CC including presentation of the EIA report at Public Hearing (if required), before Technical Committee of State Pollution Control Board (SPCB) and SEIAA/MoEF&CC/other statutory body(ies), as per the requirement.

3.3 Scope of the Assignment

3.3.1 The Consultant is required to obtain necessary clearances from all appropriate authorities on behalf of CoPA, for the project.

3.3.2 The scope of Assignment inter alia includes compliance to the following as per latest EIA notification of MoEF&CC and subsequent modifications therein.

- (a) Preparation of Pre-feasibility Report and submission of Form I application, Environmental Appraisal Questionnaire developed by MoEF&CC including preparation of Terms of Reference (ToR) with relevant documentation to obtain ToR approval from SEIAA/MoEF&CC.
- (b) Conducting EIA/EMP study as per prescribed ToR.
- (c) Preparation of CRZ map reflecting HTL/LTL line and Authentication from approved agencies of MoEF&CC, GoI.
- (d) Conducting model study or other studies, if required, as per prescribed ToR.
- (e) Obtaining No objection Certificate from State Pollution Control Board.
- (f) Finally obtaining EC and CRZ from Competent Authority.

3.3.3 The detailed Scope of the Assignment "Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT" to be carried out shall include but not limited to the following activities / studies:

3.3.3.1 The Consultant shall prepare and furnish duly filled Form-1 for seeking Environmental and CRZ Clearances from the KCZMA/SEIAA/MoEF&CC, Govt. of India (GoI) for obtaining ToR.

3.3.3.2 The Consultant shall follow the standard TOR issued by MoEF&CC for undertaking detailed EIA study over and above project specific / additional ToR accorded for the project which shall be ensured to carry out the studies.

3.3.3.3 The Consultant has to assist CoPA in preparing the application to MoEF&CC / SPCB / KCZMA, for obtaining EC and CRZ Clearance.

3.3.3.4 The Consultant has to prepare EIA/EMP and Risk Assessment reports as required on different parameters recommended by KCZMA/SEIAA and as per related latest guidelines/ circulars/ notifications of MoEF&CC time to time for obtaining Environmental Clearance. Preparation of EIA Study Report shall include marine and

terrestrial component by incorporating baseline data, identification, prediction and evaluation of impacts due to deepening of approach channel towards ICTT and its basin including turning circle and delineation of EMP to mitigate the adverse impacts. EIA report shall also cover study on disposal of solid waste management duly obtaining approval of the local body, study on Marine bio-diversity, Risk assessment, Safety systems etc. The bathymetry survey details and mathematical model study details will be shared by CoPA.

- 3.3.3.5 The Consultant has to prepare CRZ map reflecting HTL/LTL demarcation of the proposed projects through the approved agency of MoEF&CC and Consultant shall provide all technical assistance for the preparation of CRZ map.
- 3.3.3.6 The Consultant has to superimpose the project layout on the above map through the approved agency of MoEF&CC. The Consultant shall provide all technical assistance for the same and also shall review the project layout.
- 3.3.3.7 The Consultant has to obtain NOC from State Pollution Control Board, if required.
- 3.3.3.8 The Consultant has to submit application along with requisite documents to the KCZMA/SEIAA/MoEF&CC and follow up for obtaining CRZ & Environmental Clearance (EC) in accordance with the procedure laid down in the latest EIA Notifications and Guidelines its amendments from time to time.
- 3.3.3.9 The Consultant has to submit the draft and the final EIA reports for the comments / views/approval of CoPA, before submitting to statutory authorities for obtaining EC/CRZ clearance.
- 3.3.3.10 The Consultant has to make presentation before State Environment Impact Assessment Authority/ KCZMA/ State Pollution Control Board and other Nodal Agency as and when required for getting Statutory Clearance/ NOC for the said projects.
- 3.3.3.11 The Consultant has to be present and make presentation to Expert Appraisal Committee (EAC) MOEF&CC, Govt. of India, New Delhi, SEIAA and KCZMA, as and when required to clarify / justify / defend any issues that may be raised by them and obtain EC from MoEF&CC.
- 3.3.3.12 In case EAC / MoEF&CC / SEIAA / KCZMA during the presentation meeting, suggests modification / correction on the reports, the Consultant shall submit their amended report within the specified time period. However, it is emphasized that all the reports / data / presentations made by the Consultant shall be comprehensive enough to avert such a contingency.
- 3.3.3.13 The Consultant has to prepare and submit the application for CRZ Clearance and follow-up with MOEF&CC & KCZMA and other Authorities till the said Clearance is received.
- 3.3.3.14 The Consultant has to conduct all studies/ collect all relevant data required for the study. All other studies required for obtaining the Environment and CRZ clearances has to be carried out by the Consultant at their own cost.
- 3.3.3.15 It is the responsibility of the Consultant to derive or calculate required secondary data like water requirement, power requirement etc.
- 3.3.3.16 The Consultant has to bear the expenditure towards preparation of copies of draft EIA / EMP reports, and other reports / studies as mentioned in the ToR for submission to MoEF&CC / SEIAA for EC. The Consultant has to bear the expenditure towards preparation of required number of copies for final EIA / EMP report, preparation of presentation material to MoEF&CC / SEIAA / KCZMA etc. defending the project as well during presentation at MoEF&CC / SEIAA / KCZMA meetings, etc.
- 3.3.3.17 Statutory fees for authentication of CRZ map from Authenticated Agencies of MOEF&CC has to be borne by the Consultant.
- 3.3.3.18 The Consultant may have to obtain certified report of the status of compliance of the condition stipulated with EC of the existing jetty from Regional Office of MoEF &CC, if required.

- 3.3.3.19 The Consultant will have to meet any other requirement as desired from time to time for obtaining Environmental & CRZ Clearances.
- 3.3.3.20 Statutory fees towards application for EC / CRZ clearance shall be borne by CoPA.
- 3.3.3.21 The offer should be complete in terms of deliverables and price (all inclusive) to obtain the Environment Clearance for project implementation and CRZ Clearance excluding GST. GST will be paid extra as prevailing rates.
- 3.3.3.22 The Consultant will have to meet any other requirement as desired time to time for the Pre-execution work.
- 3.3.3.23 The Consultant has to obtain Environmental & CRZ Clearances and any other requisite NOCs from the Competent Authorities.
- 3.3.3.24 All studies / surveys / investigations / modeling, except bathymetry survey and mathematical model study, required for obtaining the clearances and that may be required by the SPCB, KCZMA, SEIAA, MoEF&CC etc. has to be carried out by the Consultant at his own cost. It is deemed that, the Assignment shall include all such works which are not specifically listed in TOR, but required to carry out to secure statutory clearances/NOCs from concerned authorities and final Environmental and CRZ Clearances for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT.

3.4 Deliverables

- 3.4.1 The following are the deliverables to CoPA, in addition to submission to MoEF&CC/ SEIAA/KCZMA etc., which have to be furnished separately for the items specified in the Price Bid.
- (i) Inception Report (three copies) and its presentation.
 - (ii) Pre Feasibility Reports along with draft Terms of Reference (ToR) (One soft copy in pendrive in editable format and colour hard copies as required for submission to SPCB/ SEIAA/ KCZMA/ MOEF&CC with extra five copies).
 - (iii) Draft EIA Report including RA, DMP, EMP, Executive Summary etc. (One soft copy in pen-drive in editable format and five colour hard copies) and its presentation.
 - (iv) CRZ maps, HTL/LTL demarcation maps, other reports, studies etc. as mentioned in the ToR issued by MoEF&CC (One soft copy in pen-drive in editable format and five colour hard copies).
 - (v) Final EIA Report including RA, DMP, EMP etc. and Executive Summary (Two soft copies [both in PDF and word formats] in pen-drive in editable format and twenty colour hard copies).
 - (vi) Form-I for Environmental and CRZ Clearances (One soft copy in pen-drive in editable format and required colour hard copies)
 - (vii) CRZ maps, HTL/LTL demarcation maps, other reports, studies etc. as mentioned in the ToR issued by MoEF&CC (One soft copy in pen-drive in editable format and five colour hard copies).
 - (viii) Technical and all required assistance for presentation of the Report at Public Hearing (if required), before Technical Committee of State Pollution Control Board (SPCB) and MoEF & CC.
- 3.4.2 In general, the Consultant has to submit the draft copies of reports, diagrams, power point presentation material, etc., well in advance for the comments/ views/approval of CoPA, before submitting to statutory authorities.
- 3.4.3 The Consultant has to ensure that the presentations made to the statutory authorities regarding the projects shall be by the experienced and professional personnel.

SIGNATURE OF BIDDER

SECTION - 4

4. WORK SCHEDULE AND TERMS OF PAYMENT

4.1 Work Schedule

4.1.1. The following events will constitute the milestones for the respective project for this Assignment and they shall be achieved within the periods indicated against each.

Table 4.1

Sl. No.	Description	Time Frame
1.	Commencement of Work/Assignment	Within 7 (Seven) days from the date of Letter of Acceptance.
2.	Submission of Inception Report (3 hard copies) and its presentation	Within 1 month from the date of commencement of Work/ Assignment.
3.	Submission of duly filled Form-1 and its attachments including Pre Feasibility Reports along with draft Terms of Reference (ToR) for EIA study prepared in line with the Standard ToR or as directed (One soft copy in pendrive in editable format and colour hard copies as required for submission to SPCB/ SEIAA/ KCZMA/ MOEF&CC with extra five copies).	Within 1-1/2 month from the date of commencement of Work/ Assignment.
4.	Submission of Draft EIA Report as per the approved ToR including Risk Assessment (RA), Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary and its presentation (One soft copy in pendrive in editable format and five hard copies).	Within 5 (five) months from the date of commencement of Work/ Assignment.
5.	Submission of Form-I for Environmental and CRZ Clearances (One soft copy in pendrive in editable format and required hard copies) and Final EIA Report including Risk Assessment (RA), Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary in English and Malayalam and confirmation of its completeness in all respects (Two soft copies [both in PDF and word formats] in pendrive in editable format and twenty colour hard copies).	Within one week of receipt of CoPA's comments on the Draft EIA Report by the Consultant.
6.	Technical Assistance to the Port for presentation of the Report before Technical Committee of State Pollution Control Board (SPCB), SEIAA, KCZMA, SEIAA, MoEF&CC etc. as required, including obtaining Environmental and CRZ Clearances.	As directed by CoPA.

4.2 Schedule of Payment

4.2.1 The Consultant shall be paid the Lumpsum Consultancy Fees for the project for providing the services as per the schedule below:

Table 4.2

Sl. No.	Description	% of the Total Consultancy Fees payable for each item in the Price Bid
1.	On submission of Inception Report and its presentation & Submission of duly filled Form-1 and its attachments including Pre Feasibility Reports along with draft Terms of Reference (ToR) for EIA study prepared in line with the Standard ToR or as directed (One soft copy in pendrive in editable format and colour hard copies as required for submission to SPCB/ SEIAA/ KCZMA/ MOEF&CC with extra five copies).	10%
2.	On submission of Draft EIA Report as per the approved ToR with rapid EIA study including Risk Assessment (RA) Report, Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary and its presentation and concurrence by CoPA.	40%
3.	On submission of Final EIA Report including Risk Assessment (RA), Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary and duly filled Form-I for Environmental and CRZ Clearances and confirmation of its completeness in all respects and concurrence by CoPA, including authentication of CRZ map from authenticated agencies of MoEF&CC.	30%
4.	On obtaining the Environmental and CRZ Clearances for the project from KCZMA/SEIAA /MoEF&CC	20%

4.2.2 The Lumpsum Fees shall be inclusive of all incidentals, overheads, travelling expenses for collection of data, meetings etc., boarding, lodging, preparation of reports, expenditure related to presentations to be made during the execution of Assignment, sundries/all other expenditure and all taxes, levies and duties but excluding GST, for execution of the services as per this Bid Document including the “**Terms of Reference**”, amendments, alterations, modifications, if any, to the Bid Document. GST will be paid extra as per the prevailing rates. Escalation of quoted amount shall not be applicable.

4.2.3 Income Tax as per the rules shall be deducted by the Port from each invoice.

SIGNATURE OF BIDDER

SECTION - 5

5. INSTRUCTION TO BIDDERS

5.1 Introduction

This Bid is invited for “**Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**”. The work comprises obtaining the Environmental and Coastal Regulation Zone (CRZ) Clearances including Preparation of an EIA Report covering the required EIA studies, Disaster Management Plan & Risk Management Report, EMP etc., as per the latest guidelines/ circulars/ notifications of MoEF&CC, Government of India. The Consultant has to secure Environmental & CRZ Clearances from Competent Authorities.

5.2 General Instructions

- 5.2.1 The Assignment is to be executed as described in the Bid Document.
- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 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).
- 5.2.5 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.
- 5.2.6 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.
- 5.2.7 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.
- 5.2.8 All the Bank Guarantees (BGs) to be furnished by the Consultant in connection with the Bid shall be send 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.
- 5.2.9 The Consultant shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 5.2.10 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.
- 5.2.11 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.
- 5.2.12 The Bidder shall submit its Bid in the form and manner specified in this Bid Document. The Bid shall be submitted in the format at **Appendix - I** and the Price Bid shall be submitted in the format at **Appendix - XII 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 - VIII**.

5.3 Downloading of Bid Document

- 5.3.1 Bid Document can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in NIT by making online requisition. Bid Document can also be downloaded from Cochin Port website www.cochinport.gov.in or Central Public Procurement (CPP) Portal. Demand Draft/ Pay Order /Banker's Cheque for cost of Bid Document drawn in favour of the Financial Adviser & Chief Accounts Officer (FA &CAO), CoPA from any Scheduled / Nationalised Bank having its branch at Kochi shall be submitted at the time of submission of Bids and scanned copy of the same shall be attached with the e-tender.
- 5.3.2 In case of Bid Document being downloaded from the website, at the time of uploading, the Bidder shall give an undertaking in **Appendix - IV** that no changes have been made in the document. The Port's Bid Document will be treated as authentic Bid and if any discrepancy is noticed at any stage between the Port's Bid Document and the one submitted by the Bidder, the Port's document shall prevail. For the discrepancies found at any time, the Bidder shall be liable for legal action.

5.4 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.

5.5 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.

5.6 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.

5.7 Site Visit and Inspection of Data

The Bidders are advised to visit and inspect the Project sites and obtain for himself on his 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.

5.8 Acknowledgement by Bidder

- 5.8.1 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 5.7 above;
 - d) Satisfied itself about all matters, things and information, including matters referred to in Clause 5.7 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - e) Acknowledged that it does not have a Conflict of Interest; and

f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

5.8.2 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.

5.9 Right to Reject Any or All Bids

5.9.1 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.

5.9.2 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.

5.9.3 Without prejudice to the generality of Clause 5.9.1, 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.

5.9.4 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.

5.10 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 5.11.

5.11 Amendment to Bid Document

5.11.1 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. Any Addenda/ Corrigenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in Cochin Port Authority website www.cochinport.gov.in, e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the websites before submission of Bid.** 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.

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

5.12 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.

5.13 Format and Signing of Bid

5.13.1 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.

5.13.2 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.

5.14 No Alternative Proposals by Bidders

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

5.15 The Bid

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

5.15.2 The Bid shall contain the following:

- (i) Cost of Bid Document as indicated in Table at Clause 2 of Tender Notice or duly notarised scanned copy of Exemption Certificate.
- (ii) Earnest Money Deposit as indicated in Table at Clause 2 of Tender Notice or duly notarised scanned copy of Exemption Certificate.
- (iii) Power-of-Attorney in favour of signatory(s) to the Bid, duly authenticated by Notary Public (vide **Appendix-II**).
- (iv) A declaration by the Bidder that (vide **Appendix-III**):
 - (a) they are one among the EIA Consultants with Accreditation of the Quality Council of India and National Accreditation Board of Education and Training (QCI & NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A as per MoEF&CC Notification(s);
 - (b) they have the approval for taking up EIA studies in the sectors relevant to the proposed projects/activities of CoPA as indicated in Clause 1.2 under 'Section 1: Invitation of Proposal' and Clause 3.3 under 'Section 3 : Terms of Reference'; and
 - (c) the validity of their accreditation/registration would cover the period indicated in Table 4.1 and Clause 4.2.2 plus 6 months under 'Section 4 : Work Schedule and Terms of Payment', so that they would be eligible to appear before the Expert Appraisal Committees, KCZMA / SPCB / SEIAA / MoEF&CC for presentation.
- (v) Technical Bid – Undertaking, No changes have been made in the Bid Document, Price Bid does not contain any condition as per **Appendix-IV**.
- (vi) Bank information for e-Payment system as per **Appendix-IX**.
- (vii) Bank Account details of Cochin Port Authority in **Appendix-X**.
- (viii) **Undertaking for Financial Quote in the format as per Appendix-XI**.
- (ix) Duly notarised scanned copy of Certificate of accreditation from the Quality Council of India and National Accreditation Board of Education and Training (QCI&NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A as per MoEF&CC Notification(s) for conducting EIA studies in Port sector.

- (x) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.
- (xi) Copies of PAN and GST registration

5.16 Price Bid

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

5.16.2 This Lumpsum charges / fees shall be inclusive of all incidentals, studies, investigations except Bathymetry survey and mathematical model study, data collection etc., overheads, travelling expenses, boarding, lodging, preparation of reports, expenditure related to presentations to be made during the execution of the Assignment, expenditure for obtaining all clearances except fee to be paid to the Authorities, sundries/all other expenditure and all taxes, levies and duties but excluding GST, for execution of the services as per this Bid Document detailed in the Terms of Reference, amendments, alterations, modifications, if any, to the Bid Document. GST will be paid extra as per the prevailing rates.

NOTE:

- a) The Lumpsum fees/ charges quoted by the Bidder shall be paid as stage wise payments as prescribed in Table 4.2. Income Tax and any other tax as per statutory provisions of Govt. of India and Kerala State shall be deducted by CoPA from each invoice. Exemption from payment of taxes, if any, shall be intimated by the Bidder in advance and necessary Documents in this regard shall be furnished.

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

5.17 Submission of Bid

5.17.1 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.

5.17.2 For online submission, the scanned copies of the Documents as detailed in **Clause 5.18** below need be submitted through e-Tendering mode on www.tenderwizard.com/COPT.

5.17.3 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.**

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

5.17.5 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.

5.18 List of Documents to be Submitted

5.18.1 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 notarised scanned copy of Exemption Certificate, as the case may be.
- (ii) Scanned copy of financial instruments towards EMD or duly notarised scanned copy of Exemption Certificate, as the case may be.
- (iii) Scanned copies of **Appendices - I to XI**, duly signed.
- (iv) Duly notarised scanned copy of Certificate of accreditation from the Quality Council of India and National Accreditation Board of Education and Training (QCI&NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A as per MoEF&CC Notification(s) for conducting EIA studies in Port sector.

- (v) Registration Certificate of the Company.
- (vi) Copies of PAN and GST registration.
- (vii) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.

5.18.2 List of Documents to be submitted in original:

- (i) Letter of Submission (vide **Appendix-I**).
- (ii) DD / Pay Order/ Banker's Cheque towards Cost of Bid Document, as applicable.
- (iii) DD / Pay Order/ Banker's Cheque / Insurance Surety Bond towards EMD, as applicable.
- (iv) Power-of-Attorney, if applicable, duly authenticated by Notary Public (vide **Appendix-II**).
- (v) Declaration (vide **Appendix- III**) that
 - (a) they are one among the EIA Consultants with Accreditation of the Quality Council of India and National Accreditation Board of Education and Training (QCI&NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A as per MoEF&CC Notification(s);
 - (b) they have the approval for taking up EIA studies in the sectors relevant to the proposed projects/activities of CoPA as indicated in Clause 1.2 under 'Section 1: Invitation of Proposal' and Clause 3.3 under 'Section 3 : Terms of Reference'; and
 - (c) the validity of their accreditation/registration would cover the period indicated in Table 4.1 and Clause 4.2.2 plus 6 months under 'Section 4 : Work Schedule and Terms of Payment', so that they would be eligible to appear before the Expert Appraisal Committees, KCZMA / SPCB / SEIAA / MoEF&CC for presentation.

5.19 Late Bids

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

5.20 Opening of Bids

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

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

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

5.20.4 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 on a date as intimated through website/portals. The Bidder's name, the Bid Prices etc. can be seen on the e-tender portal.

5.21 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.

5.22 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.

5.23 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.

5.24 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.

5.25 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.

5.26 Award of Work

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

5.26.2 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.

5.27 Signing of Agreement

5.27.1 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-VIII** for the due and proper fulfillment of the Contract within six weeks from the date of the Letter of Acceptance or within such time as extended by the Employer. The Consultant shall submit 12 (Twelve) copies of signed agreement excluding original in bound volume at their own cost.

5.27.2 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.

5.28 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.

5.29 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.

5.30 Conflict of Interest

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

5.30.2 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.

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

5.30.4 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.

5.30.5 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.

5.30.6 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 – 6

6. GENERAL TERMS & CONDITIONS

6.1 Definitions and Interpretation

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

- a) **“Employer / CoPA / Port / Cochin Port / Board / Authority”** means Board of Major Port Authority for Cochin Port constituted under Major Port Authority Act 2021, having its principal office at W/Island, Cochin-9, India and acting through its Chairperson, Deputy Chairperson or the Chief Engineer or any other officers, so nominated by the Board.
- b) **“Chief Engineer”** means the Chief Engineer of Cochin Port Authority.
- c) **“Engineer / Officer-In-Charge”** means Dy. Chief Engineer/ Superintending Engineer/ any other Officer in charge of this Assignment as nominated by the Chief Engineer.
- d) **“Bid Document / Bid / Tender Document / 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.

6.1.2 Notes

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

6.2 General Provisions

6.2.1 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.

6.2.2 Notices

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

The Chief Engineer,
Chief Engineer’s Office,
Cochin Port Authority,
Cochin – 682 009, Kerala, India.

6.3 Earnest Money Deposit/ Bid Security (EMD)

6.3.1 Each Bid shall be accompanied by an Earnest Money as indicated in the Table in Clause 2 of the Tender Notice. EMD shall be deposited / furnished either through Demand Draft / Pay Order / Banker's Cheque / Insurance Surety Bonds drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority, payable at Kochi, from any Nationalized Bank / Scheduled Bank in India. Payment can also be made online on the mode (NEFT / RTGS) as per the Bank details given at Appendix – X. Any Bid not accompanied by an acceptable EMD shall be treated as Non-responsive and shall be rejected by the Employer.

6.3.2 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.

6.3.3 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 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.

6.4 Time Schedule

6.4.1 Submission of draft EIA report shall be done within 5 (Five) months from the date of commencement of Assignment / within one month from ToR approval from MoEF&CC.

Note: The period of delay towards KCZMA meetings / MoEF&CC meetings / Public hearing (if required) etc. would be excluded from the above time period and will not be considered as delay from Consultants.

6.5 Liquidated Damage

Time is the essence of the contract. It shall be the responsibility of the Consultant to complete the work within the stipulated period of completion. In case the Consultant fails to complete the work successfully within the completion period or extended period above owing to reasons attributable to Consultant, he shall be liable to pay the CoPA, as liquidated damages, a sum at the rate of ½% (half percent) of the value of the work for each stage/respective item mentioned at Table 4.2 for every week or part thereof which has elapsed between the scheduled date of completion of work (as per the time period mentioned at Table 4.1) and the actual date of completion of work, PROVIDED always that the total amount of such liquidated damages for delay to be paid under this contract shall not exceed 10% (ten percent) of the total contract value, as awarded.

6.6 Care and Diligence

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

6.6.2 The Consultant shall perform the Assignment in a professional manner, using sound engineering and design principles, management and supervisory procedures and in accordance with the standards employed by 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.

6.7 Taxes & Duties

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

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

6.8 Confidentiality

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

6.9 Suspension of Assignment

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

- a) A default shall have occurred on the part of the Consultant in the execution of the Contract.
- b) Any other condition which makes it unable for either party by reason of "Force Majeure" as referred to in Clause 6.12 to successfully carry out the Assignment or to accomplish the purpose of the Contract.

6.10 Termination of Assignment

6.10.1 Termination of Assignment by CoPA

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

- a) Any of the conditions referred to in Clause 6.12 shall continue for a period of two weeks after CoPA shall have given written notice to the Consultant of the suspension of payment to the Consultant under the Contract.
- b) In any event, CoPA may terminate the Contract at any time by giving not less than two weeks prior notice to the Consultant.
- 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.

6.10.2 Termination of the Assignment by the Consultant

The Consultant shall promptly notify CoPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract. Upon confirmation in writing by the CoPA of the existence of any such situation or event, or upon failure of the CoPA to respond to such notice within 30 (thirty) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon

terminate the Contract by giving not less than 30 (thirty) days prior written notice thereof.

6.11 Termination Procedure

- a) Upon termination of the Contract under Clause 6.10 or receipt of notice of Termination under Clause 6.10.1 or giving notice of termination under Clause 6.10.2, the Consultant shall take immediate steps to terminate the Assignment in a prompt and orderly manner and to reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

6.12 Force Majeure

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

6.13 Dispute between the Consultant and Cochin Port

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

6.13.1 General

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

If the Consultant considers any work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Engineer on any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

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

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

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

- d) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Enterprises (CPSEs) / Port Authorities inter-se or CPSE and Government Departments, it shall be referred for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).
- 6.13.1.2 It is a term of this Contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairperson of the appeal.
- 6.13.1.3 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 6.13.1.4 It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.
- 6.13.1.5 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

- 6.13.1.6 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 6.13.1.7 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- 6.13.1.8 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- 6.13.2 **Settlement of Disputes through Conciliation**
In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for Cochin Port constituted under Major Port Authorities Act 2021 subject to the delegation of powers.
- 6.14 **Completion Certificate**
A completion certificate shall be issued by the Employer on completion of all the tasks and submission of all Reports/Documents as indicated in the Bid Document, to the satisfaction of the Employer.
- 6.15 **Obligations of the Consultant**
- 6.15.1 **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.
- 6.16 **Facilities to be made available to the Consultant**
The Cochin Port Authority would provide access to Documents and data relating to the extension of jetty as per availability but may not be exhaustive, that may be reasonably needed for the proposed assignment of the Consultant. The available details prepared by the CoPA will be shared to the successful Bidder.
- 6.17 **Performance Security**
Within 21 (twenty one) days of date of the Letter of Acceptance from CoPA, the Successful Bidder shall furnish to CoPA a Performance Security for satisfactory completion of the assignment, in the form of a Bank Guarantee of a Nationalized/Scheduled Bank, operating in India, for an amount equivalent to 10% of the Award Price / Contract Price as per the draft annexed at **Appendix-V** to the Bid Document. Failure of the Successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the Contract and forfeiture of EMD. The Performance Security shall remain in force till 2 months after the satisfactory completion of the Contract and will be discharged thereafter subject to the condition stated therein. Obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder.

6.18 Safety Measures

6.18.1 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.

6.18.2 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 and the authorities of concerned Police station, about the accident in writing giving full particulars of accident and the details of the workmen involved including their name, age and company.

6.19 Additions and Alterations

If the Consultant is required to carry out the Assignment in other locations other than the above mentioned location, as required by CoPA, the successful Bidder is bound to take up the works related to additional locations also at the same rate subject to the condition that the total amount payable shall not exceed the Total Quoted Consultancy Fee by 100%. Any further additional work beyond the specified 100%, may be taken up by the Consultant as per the mutually agreed rates and conditions. If the Consultant is required to carry out any additional work outside the scope of the study as required by CoPA, the Consultant shall perform such services, on terms and conditions to be mutually agreed upon by both the parties, at the discretion of the Port.

6.20 Bids with Conditions

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

SIGNATURE OF BIDDER

THE PROPOSAL
Letter of Submission
(On Bidder's letter head)
 (Reference No and Date)

To

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

Sub: **“Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**

Dear Sir,

1. With reference to your Bid Document dated, I/we, having examined all relevant Documents and understood their contents, hereby submit our Bid for “Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the **Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**” 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 5.30 of the Bid Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or Bid issued by or any agreement entered into with CoPA or any other public sector enterprise or any government, Central or State; and
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 5.9 of the Bid Document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Assignment or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CoPA [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Assignment.
13. Proof document of the **Earnest Money** is attached.

14. I/We agree and understand that the Bid is subject to the provisions of the Bid Document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened or rejected.
15. I/We agree to keep this offer valid for 180 (One hundred and eighty) days from the Bid Due Date specified in the Bid.
16. A Power-of-Attorney in favour of the authorised signatory to sign and submit this Bid and Documents is attached herewith in Appendix-II.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Appendix-VI of the Bid. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied Bid and all other Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any Documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Price Bid is being submitted in e-mode. This Bid read with the Price Bid shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Document.
21. We also certify that further Bid related communication can be sent to the following e-mail IDs by CoPA:

- (i)
- (ii)

(Furnish two nos. current active email addresses)

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

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

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

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

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

For

(Signature, name, designation and address)

Accepted

.....
 (Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1.....(Notarised)

Notes:

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

DECLARATION

Subject :Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT

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

- (i) We are one among the EIA Consultants with Accreditation of the Quality Council of India and National Accreditation Board of Education and Training (QCI&NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A as per MoEF&CC Notification(s);
- (ii) We have the approval for taking up EIA studies in the sectors relevant to the proposed projects/activities of CoPA as indicated in Clause 1.2 under 'Section 1: Invitation of Proposal' and Clause 3.3 under 'Section 3 : Terms of Reference'; and
- (iii) The validity of our accreditation/registration would cover the period indicated in Table 4.1 and Clause 4.2.2 plus 6 months under 'Section 4 : Work Schedule and Terms of Payment', so that they would be eligible to appear before the Expert Appraisal Committees, KCZMA / SPCB / SEIAA / MoEF&CC for presentation.

SIGNATURE OF BIDDER
Name & Designation

TECHNICAL BID - UNDERTAKING

Subject :Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for-for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT

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

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

SIGNATURE OF BIDDER

Name & Designation

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

PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY*(To be issued by a Scheduled Bank / Nationalised Bank in India on**Non-judicial Stamp Paper of appropriate value)*

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

Date :.....

To

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

Dear Sirs,

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

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

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

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

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

expiry of or the extended date of expiry of this Guarantee all our liabilities under this guarantee shall stand discharged.

Dated thisday of

WITNESSES:

..... (Signature) (Signature)

..... (Name) (Name)

Bank's Rubber Stamp

..... (Name) (Name)

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

+ Attorney as per Power of Attorney

No.

Dated

Notes:

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

Format for Insurance Surety Bond towards Performance Security

[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

Amount of Insurance Surety Bond: Rs.....

Security Bond cover period from.....to..... upto claim period

THIS INSURANCE SURETY BOND executed on.....at by(Name and Address of the Insurer) (hereinafter called "the Insurer", which expression shall unless it be repugnant to the subject or context thereof, include its executors, successors administrators, and assigns;

IN FAVOUR OF

The Board of Trustees of the Cochin Port Authority constituted under the Major Port Authorities Act, 2021 (hereinafter called "the Employer" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors, administrators, executors and assigns;

WHEREAS (Usual wordings used in case of Bank Guarantees)

WHEREAS..... – do-

WHEREAS..... -do-

In consideration of the Authority having awarded to M/s..... [Contractor's Name]..... with its Registered/Head Office at (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Authority's Work Order No..... dated..... and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No..... dated, valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(amount).....% (percent) of the said value of the Contract to the Authority.

We[Name & Address of the Insurer] having its Head Office at (hereinafter referred to as the 'Insurer' do hereby guarantee and undertake to pay the Authority, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time up to [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Authority on the Insurer shall be conclusive and binding notwithstanding any difference between the Authority and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Authority and further agrees that the guarantee herein contained shall be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Surety Bond will not be discharged due to the change in the constitution of the Insurer or the Contractor. It is also hereby agreed that only Courts at Kochi in Kerala shall have exclusive jurisdiction in respect of all matters, including any demands claims, under this Surety Bond.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Insurance Surety Bond shall not exceed Rs.... (Rupees..... Only)
- (b) This Insurance Security Bond shall remain in force upto and including and encash able at(address of Insurer)....
- (c) We are liable to pay the Surety Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before(3 months from validity date.)

IN WITNESS WHEREOF the Insurer has set its hands hereunto on the day, month and year first hereinabove written.

Dated this day of 20..... at.....

WITNESS :

1.
(Signature) (Signature)
.....
(Name) (Name)
.....
(Official Address) (Designation with Insurer Stamp)
Authorised Vide Power of Attorney
No.....Date.....
2.
(Signature)
(Name)
(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher

Format of Insurance Surety Bond towards Bid Bond

[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To
The Chief Engineer,
Chief Engineers Office,
Cochin Port Authority,
W/Island, Cochin 682009
Kerala, India

Dear Sir,

In accordance with Invitation for Bids under your Bid Document No.T15/T-2090/2026-C, M/s (Supplier's Name) having its Registered/Head Office at (address) (hereinafter called the 'Supplier') wish to participate in the said bid for Construction of Jetties, Landside facilities and allied facilities at Eastern and Western Sides of Kalpeni Island of Lakshadweep, on EPC basis.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of(*)..... valid for days from (**)
required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the (Name of the Insurer) having our Head Office at (address of the Insurer) guarantee and undertake to pay immediately on demand by Cochin Port Authority (hereinafter called the 'Authority') the amount of(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Authority' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to the supplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@) If any further extension of this Insurance.

Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s (Supplier's Name) on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this day of 20..... at

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide Power of Attorney PoA No.....

Date.....

NOTE:

1. (*) The amount shall be as specified in the Price Bid.
- (**) This shall be the last date of bid submission deadline.
- (@) This date shall be thirty (30) days after the last date for which the bid is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Authority shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

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 service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT”** (hereinafter called “The Assignment”) and has accepted a Bid by the Consultant as referred in the Assignment.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Bid Document hereinafter referred to.
2. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Bid Document for **“Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**
 - (b) All amendments to the Bid Document for **“Providing Consultancy Service Carrying out EIA Studies and Obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT”** in the form of “Addenda/ Corrigenda” or otherwise as issued by the Employer including queries from Bidders and its reply by the Employer, if any prior to submission of the Bids.
 - (c) All documents submitted by the Consultant along with the Bid Document.
 - (d) Price Bid submitted by the Consultant quoting Lumpsum Consultancy fee for one aerodrome only.
 - (e) Acceptance letter issued by the Employer vide No..... dated

and all correspondence exchanged between the Employer and the Consultant up to the date of issue of acceptance letter as specifically referred to in the said acceptance letter.

3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works the contract price at the times and in the manner prescribed in the Bid Document and accepted by the Consultant.

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

SIGNED, SEALED AND DELIVERED

By the said:
.....

Name:.....

On behalf of the Consultant in the Presence of :

Name :.....

Address:.....

.....

By the said:
.....

Name:.....

On behalf of the Employer in the Presence of :

Name:.....

Address:.....

.....

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

SIGNATURE OF BIDDER

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

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

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

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or

lost because of incomplete or incorrect information. We would not hold the company responsible.

SD/-

**FINANCIAL ADVISER &
CHIEF ACCOUNTS OFFICER
COCHIN PORT AUTHORITY**

Bank Certificate

We certify that _____ has current account No _____ with us and we

confirm that the details given above are correct as per our records.

Date :

Place:

Authorised Official of Bank

UNDERTAKING FOR FINANCIAL QUOTE

To

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

Sir,

Sub.: Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT

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

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

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

I/We agree to accept the stage-wise / percentage-wise payment schedule as detailed in **Table 4.2** of the Bid Document.

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

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

## PRICE BID FOR THE ASSIGNMENT

Name of Assignment: **“Providing Consultancy service for carrying out EIA Studies and obtaining Environmental & CRZ Clearance for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT**

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Unit Rs. Ps. | Amount in Indian Rupees                            |                                                    |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------|----------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              | In Figures                                         | In Words                                           |
| 1       | <p>Providing Consultancy Services for obtaining Environmental and CRZ Clearances <b>for the Capital Dredging for Deepening of Channels for Accepting Vessels upto 16.0m draft at ICTT</b> as per the terms and conditions stipulated in the Bid Document. The offer is inclusive of all incidentals, overheads, travelling expenses, all expenditure related to the studies, investigations, modeling etc. except bathymetry and mathematical model study, required for obtaining the clearances, presentations to be made during the execution of the Assignment as per Bid conditions, including all taxes, levy and duties but excluding GST. GST will be paid extra as per prevailing rates.</p> <p>The rate shall also include cost for arranging all necessary equipments, men and materials including transportation to the site etc. and also considering the statutory / mandatory recoveries such as initial security deposit, retention amount from bills, income tax etc..</p> | LS           | <del>(To be submitted in e-tender mode only)</del> | <del>(To be submitted in e-tender mode only)</del> |

**Note:**

- Port reserves the right to cancel the Work Order at any point of time or stage for the Administrative reasons.**
- The successful Bidder shall be bound to take up the works related to additional locations also at the same rate subject to the condition that the total amount payable shall not exceed the Total Quoted Consultancy Fee by 100%. Any further additional work beyond the specified 100%, may be taken up by the Consultant as per the mutually agreed rates and conditions.
- The interim / stage payment / Bill shall be released for the Assignment undertaken, as per the payment schedule detailed at Table 4.2 of this Bid Document.
- The intending bidder shall inspect the site of Project and acquaint himself with the nature of work before preparing his Bid. His attention is drawn to Clause No. 5.7 of Instruction of Bidders in this regard. No excuse on ignorance as to the site conditions, availability of space and approaches to site etc., will be entertained.

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| <b>List of Accredited EIA Consultant Organizations</b>                           |                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Sector 33 - Ports, Harbours, Breakwaters and Dredging – Category A</u></b> |                                                                                                                                                                                                           |
| 1.                                                                               | M/s. ABC Techno Labs India Private Limited,<br>No. 2, 2nd Street, Thangam Colony, Anna Nagar West, Chennai – 600040                                                                                       |
| 2.                                                                               | M/s. Aditya Environmental Services Pvt. Ltd.<br>107, Hiren Light Industrial Estate, Mogul Lane, Mahim, Mumbai – 400016.                                                                                   |
| 3.                                                                               | M/s. AECOM India Pvt. Ltd.<br>9/F, Infinity Tower – 'C', DLF Cyber City, DLF Phase – II, Gurgaon – 122002                                                                                                 |
| 4.                                                                               | M/s. Anacon Laboratories Pvt. Ltd.,<br>60, Bajiprabhu Nagar, Nagpur – 440033                                                                                                                              |
| 5.                                                                               | M/s. Anand Environmental Consultants (P) Ltd.,<br>16, Everest Tower, B/h Jain Temple, Nr. Ankur Society, Ahmedabad – 380013                                                                               |
| 6.                                                                               | M/s. Aqua Air Environmental Engineers Pvt. Ltd,<br>403 Centre Point Nr. Kadiwala School, Ring Road, Surat.                                                                                                |
| 7.                                                                               | M/s. Assystem India Limited (formerly known as L & T Infrastructure Engineering Ltd.)<br>RMZ One Paramount, Campus 10, 5th Floor, Unit No.502, 110,<br>Mount Poonamallee Road, Porur Chennai, Tamil Nadu- |
| 8.                                                                               | M/s. B. S. Envi-Tech Pvt. Ltd.,<br>12-13-1270/71/73, 'Amity Ville', 4th Floor, St. Ann's Road, Tarnaka,<br>Secunderabad – 500017.                                                                         |
| 9.                                                                               | M/s. Building Environment (India) Pvt. Ltd.<br>Office no. 401, 4th Floor, Dakshana Building, Near Raigad Bhavan,<br>Sector 15, CBD Belapur, Navi Mumbai 400 614.                                          |
| 10.                                                                              | M/s. Chaitanya Projects Consultancy Private Limited, Noida<br>101, 1st Floor, Tower No. 3, Okaya Centre, Sector 62, Noida                                                                                 |
| 11.                                                                              | M/s. Cholamandalam MS Risk Services,<br>GEE GEE Universal, 6 <sup>th</sup> Floor No.2 MC Nicholas Road,<br>Chetpet, Chennai – 600 031, Tamil Nadu, India.                                                 |
| 12.                                                                              | M/s. Cognitive Sustainable Solutions Private Limited:<br>ED II-79, Avantika Extension, Ghaziabad, Uttar Pradesh-201002                                                                                    |
| 13.                                                                              | M/s. CSIR- Central Salt and Marine Chemicals Research Institute (CSMCRI),<br>Bhavnagar, Gijubhai Badheka Marg, Bhavnagar 364002, Gujarat (INDIA)                                                          |
| 14.                                                                              | M/s. CSIR- National Environmental Engineering Research Institute,<br>Nehru Marg, Nagpur – 440020                                                                                                          |
| 15.                                                                              | M/s. Eco Chem Sales & Services,<br>Office Floor, Ashoka Pavillion-A,<br>Opp. Kapadia Health Club, New Civil Road, Surat – 395001                                                                          |
| 16.                                                                              | M/s. Eco Foot Forward Environmental Consultancy & Engineers Pvt. Ltd.,<br>D/318, Neelkanth Business Park, Ramdev Nagar,<br>Vidyavihar (W), Mumbai – 400086.                                               |
| 17.                                                                              | M/s. Eco Orbit Consultancy Pvt Ltd<br>437 cloud 9, sector-1, Vaishali, Ghaziabad, Uttar Pradesh-201010                                                                                                    |
| 18.                                                                              | M/s. Element Consultancy Services<br>101, Chidanand Heights, S. No.-43/76, Manajinagar, Narhe, Pune, Maharashtra-411041                                                                                   |
| 19.                                                                              | M/s. Engineers India Limited,<br>Research & Development Complex, Sector – 16, Gurgaon – 122001.                                                                                                           |
| 20.                                                                              | M/s. Enkay Enviro Services Pvt. Ltd. (formerly known as Enkay Enviro Services),<br>92 Heera Nagar A, Near Shalimar Bagh, Ajmer Road, Jaipur -302021                                                       |
| 21.                                                                              | M/s. Enviro Analysts & Engineers Pvt. Ltd.<br>B-1003, Enviro House Western Edge II, Behind Metro Mall,<br>Western Express Highway, Borivali (E), Mumbai – 400066.                                         |

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| 22. M/s. Enviro Care India Private Limited,<br>43, 2nd street, First floor Harvey Nagar, Madurai 625016.                                                                                                               |
| 23. M/s. Enviro Infra Solutions Pvt. Ltd.,<br>301-302 & 305 – SRBC Complex, Plot No. INS-12, Sector – 9,<br>Vasundhra, Ghaziabad – 201012                                                                              |
| 24. M/s. Enviro Resources.,<br>C-305, Crystal Plaza, Opp. Infiniti Mall, Off New Link Road, Andheri West, Mumbai, Maharashtra-<br>400053                                                                               |
| 25. M/s. Envirocheck<br>63/B, Rastraguru Ave, Clive House, Ramgarh, Kamardanga, South Dumdum, Kolkata, West<br>Bengal- 700028                                                                                          |
| 26. M/s. Envirotech East Pvt. Ltd.,<br>Bengal Ambuja Coml. Complex, UN-F-13, 1050/1,<br>Survey Park, Kolkata -700075.                                                                                                  |
| 27. M/s. Envision Enviro Technologies Pvt. Ltd.,<br>En-vision Tech House, 4th Floor, Opp. Bharthana Primary School,<br>New City Light Road, Bharthana, Surat - 395007                                                  |
| 28. M/s. EQMS Global Pvt. Ltd. formerly known as EQMS India Pvt. Ltd.,<br>304-305, III Floor, Rishabh Towers, Plot No. 16,<br>Community Centre, Karkardooma, Delhi – 110092.                                           |
| 29. M/s. Falcon Resilient Infra Consultants,<br>501A, Sudheer Tapani Towers, Old MLA Quarters Road,<br>Opp. Telugu Academy, Himayatnagar, Hyderabad, Telangana-500029                                                  |
| 30. M/s. Gaurang Environmental Solutions Pvt. Ltd.,<br>SNG Shree Ratna Apartments Near Tambi Petrol Pump,<br>Bani Park, Jaipur, Rajasthan 302016                                                                       |
| 31. M/s. Goldfinch Engineering Systems Private Limited (Formerly known as - Waste Encare (India)<br>Pvt. Ltd.),<br>Plot no. A- 288, Road No. 16-Z, Thane Industrial Area,<br>MIDC (Wagle Estate), Thane (West)- 400604 |
| 32. M/s. Grass Roots Research and Creation India (P) Ltd.,<br>F- 375, Sec – 63, Noida – 201301.                                                                                                                        |
| 33. M/s. Hubert Enviro Care Systems,<br>No. 18, 92nd Street, 18th Avenue, Ashok Nagar, Chennai – 600083.                                                                                                               |
| 34. M/s. Indomer Coastal Hydraulics (P) Ltd.,<br>63, Gandhi Road Alwar Thirunagar, Chennai 600 087.                                                                                                                    |
| 35. M/s. Intercontinental Consultants & Technocrats Pvt. Ltd.<br>A8, Green Park, New Delhi-110016                                                                                                                      |
| 36. M/s. Kadam Environmental Consultants,<br>871/B/3, GIDC Makarpura, Vadodara - 390010, Gujarat.                                                                                                                      |
| 37. M/s. KITCO Ltd.,<br>Femith's PB No. 4407, Puthiya Road, NH Bypass, Vennala, Kochi- 682028.                                                                                                                         |
| 38. M/s. M. N. Dastur and Company (Pvt.) Ltd.,<br>P – 17, Mission Row Extension, Kolkata – 700013.                                                                                                                     |
| 39. M/s. Mahabal Enviro Engineers Pvt. Ltd.,<br>Plot No. F-7, Road No. 21, Wagle Estate Thane-400604, Maharashtra.                                                                                                     |
| 40. M/s. Mantec Consultants Pvt. Ltd.,<br>D- 36, Sector – 6, Noida – 201301                                                                                                                                            |
| 41. M/s. Mecon Limited,<br>Vivekananda Path, Doranda, P.O. Ranchi-834002.                                                                                                                                              |
| 42. M/s. MITCON Consultancy and Engineering Services Ltd.,<br>Agriculture College Campus, Next to DIC Office,<br>Shivajinagar, Pune – 411005                                                                           |
| 43. M/s. National Centre for Sustainable Coastal Management (NCSCM),<br>NCSCM, Ministry of Environment, Forest and Climate Change,<br>Anna University Campus, Chennai.                                                 |
| 44. M/s. Open Arch Design and EnviroSolutions LLP, Vashi<br>1104 & 1105, 11th Floor, Real Tech Park, Sector 30A, Vashi Navi Mumbai                                                                                     |
| 45. M/s. Parivesh Environmental Engineering Services<br>5/106, Viraj Khand, Gomti Nagar, Lucknow -226010, U.P., India                                                                                                  |

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| 46. M/s. Pragathi Labs & Consultants Pvt. Ltd.,<br>Plot no. B-15, 16, Sanathnagar Industrial Estate,<br>Opposite to Dena Bank, Sanathnagar, Hyderabad – 500 018.                                              |
| 47. M/s. Precitech Laboratories Private Limited (formerly known as Precitech Laboratories),<br>1st Floor Bhanujyot Complex, Plot No. C5/27, Opp Oriental Ins. Co. Ltd.,<br>Nr. GIDC Char Rasta Vapi – 396195. |
| 48. M/s. Right Source Industrial Solutions Pvt. Ltd.,<br>Plot No.203, H.No.5-36/203, Prashanthi Nagar,<br>Kukatpally, Hyderabad- 500072.                                                                      |
| 49. M/s. Sadekar Enviro Engineers Pvt. Ltd.,<br>Plot no. A-95, Rd. no. 16, Kisan Nagar Rd, Wagle Industrial Estate, Near MSEB office Thane,<br>Maharashtra state-40060.                                       |
| 50. M/s. Shree Green Consultants<br>505, SNS Platina, NrReliance Market, Vesu, Surat-395007, Gujarat.                                                                                                         |
| 51. Shrikrishna Environment Consultants Pvt Ltd<br>Rama Equator, Office No707, 7th Floor, Samrat Chowk,Morwadi, Pune                                                                                          |
| 52. M/s. SV Enviro Labs & Consultants,<br>B1-Block –B, IDA Auto Nagar, Visakhapatnam- 530012                                                                                                                  |
| 53. M/s. Surbana Jurong India Pvt.Ltd., 1st Floor, Novus Tower,West Wing, Plot -18,<br>Sector-18,Gurugram, Haryana- 122015                                                                                    |
| 54. Techknowgreen Solutions Limited 202,<br>Hem opal, Plot No.-26, Ekta Park Society,Wakadewadi, Pune, Maharashtra-411003                                                                                     |
| 55. M/s. Terracon Ecotech Pvt. Ltd.,<br>202, Kingston, Tejpal Road, Vile Parle (E), Mumbai 400057, India.                                                                                                     |
| 56. M/s. ULTRA-TECH,<br>206, 224-225, Jai Commercial Complex, Eastern Express Highway,<br>Opp. Cadbury,Khopat, Thane West - 400 601.                                                                          |
| 57. M/s. Voyants Solutions Private Limited,<br>403, 4th Floor, Park Centra Sector -30, NH-8 Gurgaon-122001                                                                                                    |
| 58. M/s. WAPCOS Limited,<br>76 – C, Institutional Area, Sector – 18, Gurgaon – 122015.                                                                                                                        |

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LAY OUT OF COCHIN PORT



