



COCHIN PORT AUTHORITY

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**LIMITED TENDER FOR DESIGN, BUILD, DELIVERY,
INSTALLATION AND COMMISSIONING OF FLOATING
CONCRETE PONTOON JETTY WITH ALUMINIUM
GANGWAY AND OTHER ALLIED WORKS AT BANGARAM
ISLAND LAKSHADEEP**

**BID DOCUMENT
(T15/1978/2022-C)**

**COCHIN PORT AUTHORITY
CHIEF ENGINEER'S OFFICE
COCHIN - 682009**

Price : Rs.11,200/- (10000+12% GST)

COCHIN PORT AUTHORITY

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DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP

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SIGNATURE OF BIDDER

COCHIN PORT AUTHORITY



**Chief Engineer's Office
Cochin Port Authority
W/Island , Cochin – 682009, KERALA
Tele: 91-0484-2666414/0484-258-2400
website: www.cochinport.gov.in**

NOTICE INVITING TENDER

Electronic Tenders (e-tenders) on lump sum basis in single cover are invited for **“DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP ,”** from the following firms:

- i. M/s. Marinetek Group Oy, Finland,
- ii. M/s. Majestic Marine, UAE and
- iii. M/s. SF Marina, Sweden

Download period	29-12-2022 to 06-01-2023
Last date and time of submission of bid	06-01-2023 15.00 Hrs.
Date and time of opening the bud	06 -01-2023 15.30 Hrs.
Earnest Money Deposit	Rs.5,00,000/- furnished through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority (CoPA) from any Nationalised Bank/ Scheduled Bank in India.
Cost of Bid document	Rs.11,200/- (10000+12% GST) . (Non refundable) furnished either through Demand Draft/ Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPA from any Nationalized Bank/ Scheduled Bank in India, being the cost of single copy of the tender document
Date of Pre Bid meeting	

2. Cochin Port Authority (CoPA) is contemplating to **Install Concrete Floating Pontoon Jetty with Aluminium Gangway and other allied works at Bangaram Island, Lakshadeep.** CoPA intends to engage an experienced and reputed firm with

proven technical and financial capabilities and a team of multi-disciplinary professionals for **“DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP ,”** (hereafter referred to as the “Assignment”) with the following main objectives:

(i) **DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP .**

3. It is clarified that site supervision, project management and commissioning shall be under CoPA’s scope. The Contractor’s role will be the **DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS.**

OUTSOURCING / SUBCONTRACTING IS NOT PERMITTED FOR THIS ASSIGNMENT EXCEPT EXCLUSIVE CONCURRENCE OF CoPA.

4. The Scope of Work is to **DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP ,..**

5. Tender Documents can be downloaded from the e-Tendering portal www.tenderwizard.com/CPT 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.

6. 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”.

7. 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.

8. Tenders shall be submitted **“online”** strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Tender Document.

9. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the Queries of Bidders etc., if any, issued by CoPA, from the website 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, will not be considered.** Incomplete Bid documents may be rejected.

10. All Bids are to be submitted **online only** on the website **www.tenderwizard.com/CPT**. No Bids shall be accepted off-line (Hard copy).

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 Tender 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 Tender Document and EMD / Bid Security shall be uploaded with the Tender Document while submitting the tender electronically in the e-procurement Portal. The Bidder shall submit the originals of: (i) DD/ Pay Order/ Banker's Cheque towards the cost of Tender Document and EMD, (ii) Power of Attorney, if applicable, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Assignment, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, COCHIN PORT AUTHORITY, W/Island, Cochin – 682009, KERALA, upto 15.00 hrs. on 06-01-2023**. Non submission of the original financial instruments towards the Cost of Tender Document and EMD within 3 working days of the Bid Due date 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 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 Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost and exemption from payment for issue of tender document & payment of EMD. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Bidders, 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 the Category of 'Similar Works' mentioned above, the Tender will be rejected.

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

CHIEF ENGINEER
COCHIN PORT AUTHORITY
TeleFax : 91 0484 2666414
Email : ce@cochinport.gov.in
: coptce@gmail.com

SECTION-I

INVITATION FOR PROPOSAL

1. INTRODUCTION

1.1 Background

Cochin Port Authority (CoPA) is contemplating to the **Installation of Concrete Floating Pontoon at Bangaram Island, Lakshadeep alongwith associated works.**

In pursuance of the above, CoPA now proposes to invite Limited Bids from the following approved firms for **“Design, build, Delivery, Installation and Commissioning of Floating Pontoons at Bangaram Island, Lakshadeep alongwith associated works”**:

- i. M/s.Marinetek Group Oy, Finland,
- ii. M/s.Majestic Marine, UAE and
- iii. M/s.SF Marina, Sweeden

The Scope of Assignment/ duties of the Bidder and other project details shall be as detailed in **Appendix-I**: Terms of Reference (ToR).The total duration of the Work as now envisaged is **30 days**, other details shall be as detailed in **Appendix-I** -Terms of Reference (ToR). The entire Assignment shall preferably be completed within the specified period and each sub events shall be completed within the time allotted to perform such events as per ToR.

1.2 Request for Proposal / Bid

Cochin Port invites Proposals / Bids for selection of a Project Management Bidder for **“DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP :”**

The CoPA intends to select the Contrator through competitive bidding from approved firms, in accordance with the procedure set out herein.

Outsourcing / subcontracting is not permitted for this assignment except exclusive concurrence of CoPA.

1.3 Due Diligence by the Bidders

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Bid by paying a visit to the Authority and the Project Site, sending written queries to the Authority, and attending a Pre-Bid Meeting on the date and time specified in **Clause 1.9**. It is mentioned that to visit Lakshadeep permit from Lakshadeep Administration is mandatory. CoPA will facilitate in getting the required permit.

1.4 Cost of Tender Document

The Cost of Tender Document 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 and scanned copy of the same shall be attached with the e-tender.

At the time of uploading, the Bidder shall give an undertaking that no changes have been made in the Tender Document. The Port's Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's Tender 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 Validity of the Proposal / Bid

1.5.1 The Proposals /Bids shall be valid for a period of at least 120 (One hundred and twenty) days from the Proposal Due Date (PDD). The CoPA reserves the right to reject any Proposal, which does not meet this requirement.

1.5.2 In exceptional circumstances, prior to expiry of the above Proposal Validity Period, CoPA may, by a request in writing, require the Bidders to extend the period of validity for specified additional periods. Bidders who are willing for such an extension shall have to communicate their acceptance, within the specified time as mentioned in the request made by the Port Trust for validity extension. A Bidder may also refuse the request without forfeiting its Earnest Money Deposit. However, no claim from such bidders, whatsoever, concerned with this bidding, will be entertained by the Port Trust. A Bidder agreeing to the request will not be allowed to modify its Proposal.

1.6 Brief Description of the Selection Process

The Financial Quote of only those bidders who meet the tender requirements relating to EMD, Cost of Tender Document, and undertakings as per *Appendices VI to VII* shall be opened. The selection of the successful Bidder will be based on their Financial Quote only.

1.7 Schedule of Selection Process

The Port would endeavor to adhere to the following schedule:

1.	Bid Due Date	: 06-01-2023
2.	Opening of the Bid	: 06-01-2023
3.	Validity of Bids	:120 days

1.8 Pre-Proposal visit to the Site and inspection of data

Prospective bidders may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

The Suptdg. Engineer (Tech),
Chief Engineer's Office,
COCHIN PORT AUTHORITY, Cochin-09

Any Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in websites only and the Bidder shall be responsible to check and download those documents, if any, issued by CoPA, from the website before submission of Bid. In

order to afford Bidders with reasonable time to take an Addendum into account, or for any other reason, the CoPA may, at its discretion, extend the Proposal Due Date and the bid extension notice shall be hosted in our website.

1.9 Communications

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

The Chief Engineer,
COCHIN PORT AUTHORITY,
Willingdon Island,
Cochin – 682 009.
Kerala, India.
e-mail:- ce@cochinport.gov.in

1.9.2 The official website of the Authority is **<http://www.cochinport.gov.in>**

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

Tender No. T15/T-1978/2022-C

**Tender Name: DESIGN, BUILD, DELIVERY, INSTALLATION
AND COMMISSIONING OF FLOATING CONCRETE PONTOON
JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED
WORKS AT BANGARAM ISLAND LAKSHADEEP**

SIGNATURE OF THE BIDDER

SECTION-2

SITE INFORMATION

2. SITE INFORMATION

2.1 Project Location

2.1.1 The project location is Bangaram Island at Lakshadweep. Bangaram Island is very close to the Agati Island. Agati is connected by Flight from Kochi.

2.2 Site Conditions

2.2.1 General

This section presents a summary of meteorological, oceanographic, and geotechnical site conditions as per available information. The data presented is to provide a general understanding of the site conditions.

2.3 Meteorology Data

The meteorological data of the project site is obtained from the Climatological Handbook of India, 1981 to 2010 published by Indian Meteorology Department.

2.3.1 Rainfall

The average annual rainfall is reported as 3014.8 mm, and most of it is received in the period from May to October under the influence of south-west monsoons.

Source: Climatological Tables (1981-2010), IMD

2.3.2 Wind

The predominant wind direction during the monsoon period (June to September) is west to south-west and during the non-monsoon periods. It takes the direction of north-east in the morning and west in the evening. The maximum wind speed observed is 39m/s.

2.3.3 Depressions and Cyclonic Storms

Lakshadweep lies in the cyclone belt and therefore the risk of cyclone is high.

2.3.4 Visibility

Generally, the visibility is very good, except on a few days during monsoon and winter season.

2.4 Oceanographic Data

2.4.1 Tides

The tidal levels as per NHO Charts for the Lakshadweep, are as follows:

Mean Higher High Water Level (MHHWL)	+ 1.30 m CD
Mean Lowest High Water Level (MLHWL)	+ 1.10 m CD
Mean Sea Level (MSL)	+ 0.90 m CD
Mean Highest Low Water Level (MHLWL)	+ 0.80 m CD
Mean Lower Low Water Level (MLLWL)	+ 0.40 m CD

SIGNATURE OF THE BIDDER

SECTION - 3

INSTRUCTION TO BIDDERS

3. INSTRUCTIONS TO BIDDERS

A. GENERAL

3.1 Scope of the Proposal

- 3.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this document. Bids for **DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP** are invited from the approved firms. In case a Bidder/ firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the Selection Process in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this document.

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

The bidder shall submit its Proposal / Bid in the form and manner specified in this Bid Document/RFP. The proposal shall be submitted in the form at *Appendix-II* and the Financial Quote shall be submitted in the form at *Appendix-XV in the Tendering Portal only*. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at *Appendix-X*.

3.2 Conflict of Interest

- 3.2.1 The bidder shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
- 3.2.2 Bidder and Affiliates not to be otherwise interested in the Project.

The bidder agrees that, during the term of this Agreement and after its termination, the bidder or any Associate thereof and any entity affiliated with the bidder, 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 assignment provided to the Authority in continuation of this assignment or to any subsequent assignments provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Bidder

shall include a partner in the Bidder's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Bidder, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

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

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

3.2.4 Guidance Note on Conflict of Interest is given below.

- 1) This Note further explains and illustrates the provisions of **Clause 3.2** of the Bid document and shall be read together therewith, in dealing with specific cases.
- 2) Bidders 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 Bidders should avoid both actual and perceived Conflict of Interest.
- 3) Conflict of Interest may arise between the Authority and a Bidder or between Bidders and present or future Concessionaries/ Contractors. Some of the situations that would involve Conflict of Interest are identified below:
 - a) Authority and Bidders
 - i) Potential Bidder should not be privy to information from the Authority which is not available to others; or
 - ii) Potential Bidder should not have defined the Project when earlier working for the Authority; or
 - iii) Potential Bidder should not have recently worked for the Authority overseeing the Project.
 - b) Bidders and Concessionaires/Contractors:
 - i) No Bidder 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 Bidder should be involved in owning or operating entities resulting from the Project; or
 - iii) no Bidder should bid for works arising from the Project.

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

- 4) The normal way to identify Conflicts of Interest is through self-declaration by Bidders. 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 Bidders become aware of them.
- 5) 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 Bidder’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 Bidder coupled with provision of safeguards to the satisfaction of the Authority.
- 6) Another way to avoid Conflicts of Interest is through the appropriate grouping of tasks. For example, conflicts may arise if Bidders drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 7) Another form of Conflict of Interest called “scope-creep” arises when Bidders advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Bidders. 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 Bidders to extend the length of their assignment.
- 8) Every project contains potential Conflicts of Interest. Bidders should not only avoid any Conflict of Interest, they should report any present/ potential Conflict of Interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any Conflicts of Interest. It should be ensured that safeguards are in place to preserve

fair and open competition and measures should be taken to eliminate any Conflict of Interest arising at any stage in the process.

3.3 The Bidder

Only the approved bidders enlisted with Tender Notice shall be eligible to submit their Bids. The Bidder shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

3.4 Number of Proposals

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

3.5 Cost of the Proposal

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

3.6 Site Visit

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

The Chief Engineer,
COCHIN PORT AUTHORITY,
Cochin – 682 009
Kerala, India.
Tel : 91-0484-2666414, 2666871 Extn:2400
Fax : 91-0484-2666414
E-mail: ce@cochinport.gov.in

3.7 Acknowledgement by Bidder

3.7.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a) Made a complete and careful examination of the bid document;
- b) Received all relevant information requested from the Authority;
- 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 the Authority or relating to any of the matters referred to in **Clause 3.6** above;
- d) satisfied itself about all matters, things and information, including matters referred to in **Clause 3.6** herein above, necessary and

required for submitting an informed Application and performance of all of its obligations there under;

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

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

3.8 Right to Reject Any or All Proposals

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

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

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

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

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

B. DOCUMENTS

3.9 Contents of Bid document

The Bid document comprises of the Contents as mentioned in this document and would additionally include any Addenda/Amendments, if any, issued in accordance with **Clause 3.11**.

3.9.1 The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the Bid document without identifying the source of queries.

3.9.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this **Clause 3.10** shall be construed as obligating the Authority to respond to any question or to provide any clarification.

3.10 Amendment to Bid document

3.10.1 At any time prior to the due date for submission of the Bid, the Chief Engineer may for any reason, whether at his own initiative or in response to clarifications requested by a prospective Bidder, modify the Bid documents by issuance of addendum. Any addendum/amendment thus issued will be sent in writing/ email to all the Bidders who have purchased/downloaded the Bid documents from the web sites and will be binding up on them. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and bid extension notice shall be hosted in the web sites only.

3.10.2 The Chief Engineer, COCHIN PORT AUTHORITY shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid. Such revisions or amendments or extensions if any, shall be communicated to all the Bidders who have down loaded/purchased the Bid documents, in the form of an addendum by telefax/ e-mail/ writing. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, as its discretion, extend the due date for submission of Bid and the bid extension notice shall be hosted in our website www.cochinport.gov.in or www.tenders.gov.in.

3.10.3 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Engineer, COCHIN PORT AUTHORITY, Cochin -682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder/Bidder.

C. PREPARATION, SUBMISSION AND EVALAUATION OF THE PROPOSAL

3.11 Language of the Bid

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

3.12 Format and Signing of Proposal

3.12.1 Bidder shall prepare one set of his Tender excluding Departmental Tender 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 Tender shall be enclosed.

- 3.12.2 If the tender is made by an individual it shall be signed by his full name and his address shall be given. In the event of the tender 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 tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the tender satisfactory evidence of the authorisation. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

3.13 No Alternative Proposals by Bidders:

Bidders shall submit offers that comply with the requirements of the Bidding documents. Alternatives will not be considered.

3.14 The Proposal

- 3.14.1 Bidders shall submit the proposal in the format at **Appendix-II** including list of all documents accompanying the Bid.
- 3.14.2 The Proposal shall contain the following:
- (i) Bid Security/ Earnest Money Deposit as described in Clause 4.3.
 - (ii) Cost of Tender document as indicated in Table **at Clause 2** of NIT. In case, the cost of Tender Document is already submitted at the time of Pre-Bid meeting, a copy of the same shall be included in the Proposal.
 - (iii) Power of Attorney (in original) in favour of signatory(s) to the Tender, duly authenticated by Notary Public (vide **Appendix-III**)
 - (iv) Bid document duly signed and sealed
 - (v) Details in **Appendix-IV** regarding Corporate Information of the Bidder.
 - (vi) **Copies of PAN and GST registration**
 - (vii) An undertaking that no changes have been made in the Bid document in **Appendix -V**.
 - (viii) An undertaking regarding illegal method for influencing Bid process in **Appendix -VI** and disclosure of payment made/ proposed to be made to the intermediaries in connection with the Bid in **Appendix - VII**.

- (ix) An undertaking that Financial Quote is not conditional, as per *Appendix-VIII*.
- (x) Bank information for e- Payment system as per *Appendix - XI*.
- (xi) Undertaking for Financial Quote as per *Appendix – XIII*
- (xii) *Financial Quote as per Appendix-XIV*

3.15 Financial Quote

- 3.15.1 Applicants shall submit the financial proposal only **in e-tendering mode** in the formats at *Appendix-XIV* clearly indicating the total cost of the work in lump sum (In Indian Rupees) to be paid by the CoPA for these services/ assignment in both figures and words, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

This lump sum amount shall be inclusive of all incidentals, overheads, travelling expenses, 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.

NOTE:

- a) The lumpsum amount quoted by the Bidder shall be paid after the completion of the whole work. Income Tax, Professional Tax and any other tax as per statutory provisions of Govt. of India shall be deducted by the CoPA from the invoice. A certificate in this regard shall be furnished by the CoPA. Exemption from payment of taxes, if any, shall be intimated by the Bidder in advance and necessary documents in this regard shall be furnished. **The Bidder shall specify the PAN No. allotted to him so that CoPA can ascertain his liability to the Income Tax Department.**

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

3.16 Submission of Bid

- 3.17.1 Bid shall be submitted **through e-tender mode** before 15.00Hrs on **06-01-2023**.
- 3.17.2 For online submission, the scanned copies of the documents as detailed in **Clause 3.18** below need be submitted through e-Tendering mode on www.tenderwizard.com/CPT.
- 3.17.3 Financial Proposal (Schedule-II) in the provided format shall be submitted only through e-tendering mode on www.tenderwizard.com/CPT. **In no case shall filled in Financial Proposal (Schedule II) be submitted in hard copy, as it shall result in rejection of the tender.**

- 3.17.4 Tenders shall be submitted “**online**” strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Tender Document. The Bidders should submit scanned copy of all the required documents such as DD / Pay Order / Banker’s Cheque towards the Cost of tender and EMD, Key Personnel details, etc. through the e-tendering portal.
- 3.17.5 The Bidder shall submit the originals of: (i) DD/ Pay Order/ Bankers Cheque/ BG towards the cost of Tender Document and EMD, as applicable, (ii) Power of Attorney, if applicable, **–along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Work, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, COCHIN PORT AUTHORITY, W/Island, Cochin – 682009, KERALA within 3 working days after the Bid Due date.**
- 3.17.6 **Non submission of the original financial instruments towards Cost of Tender Document and EMD within the above period will lead to disqualification of Bids.**
- 3.17.7 The successful Bidder shall submit original copy of complete Proposal already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the Work.

3.17 List of Documents to be submitted:

3.17.1 List of Documents to be uploaded for online submission of The Proposal

- (i) Scanned copy of financial instruments towards Cost of Tender Document and EMD / Bid Security or scanned notarized copy of Exemption Certificate, as the case may be
- (ii) Scanned copies of **Appendices - I to XIV**, duly signed
- (iii) Scanned copy of Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the Company as the case may be.
- (iv) Proposal document including all addenda/corrigenda and General Conditions of Contract with Amendments in PDF format after signing on all pages.
- (v) Financial Proposal for the assignment (**vide Appendix-XIV**)

3.17.2 List of documents to be submitted in original.

- (i) DD / Pay Order/ Banker’s Cheque towards EMD and Cost of Tender Document, as applicable.
- (ii) Letter of Submission (**vide Appendix-II**)
- (iii) Power of Attorney, duly authenticated by Notary Public (**vide Appendix- III**).
- (iv) Pre contract Integrity Pact (**vide Appendix XIII**)

3.18 Late Bids

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

3.19 Opening of Bids

- 3.19.1 The Officer inviting the tender or his duly authorized assistant will open the tenders in the presence of intending Bidders who may be present at the time in person or through their authorized representative.
- 3.19.2 **The Proposal: The Proposal** shall be opened in the office of the **Chief Engineer, COCHIN PORT AUTHORITY** after **15.30 Hours** on the last date fixed for receiving the Tenders. Submission of EMD and Cost of document is verified initially. In case the Earnest Money and Cost of Bid document is not deposited or is not in order, the Bid will not be opened further and hard copy submitted will be returned.
- 3.19.3 If all Bidders have submitted unconditional Bids together with requisite Bid Security/EMD, then all Bidders will be so informed. If any Bid contains any deviation from the Bids documents and /or if the same does not contain Bid Security/EMD in the manner prescribed in the Bid documents and the requirements of Key Personnel are not met, then that Bid will be rejected and the Bidder will be informed accordingly. The Financial Quote submitted in e- mode will not be opened in that case.
- 3.19.4 In the event of a tender being rejected, the Earnest Money paid with such unaccepted tender shall be refunded to the Bidder.
- 3.19.5 **Opening of Financial Quote:** If the contents (Cost of Bid Document, EMD, etc) submitted by the bidders in the Proposal are in order, only then the Financial Quote of that Bidder's will be opened on the same day or any other day as intimated through website. The Bidder's name, the Bid Prices, the total amount of each Bid, any discounts and withdrawals as per the terms of this RFP, and such other details as the Employer may consider appropriate can be seen on the tender portal.

3.20 Proposal Evaluation

- 3.20.1 Proposals 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 proposal shall not be permitted to be changed/ altered either to fulfill Eligibility to Bid or to qualify for meeting the proposal parameters.

3.21 Responsiveness of Proposals

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

- (i) Validity of the proposal is not confirmed.
- (ii) Proposal documents not signed and submitted in full meeting requirements of RFP and not signed and not sealed in the manner prescribed in the proposal document.

3.22 Acceptance of Bid

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

3.23 Currency

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

D. APPOINTMENT OF BIDDER

3.24 Negotiations

- 3.24.1 The lowest Bidder may, if necessary, be invited for negotiations for exploring possibility of reducing price and for re-confirming the obligations of the Bidder under this Bid. Issues such as, understanding of the ToR, methodology and quality of the work plan shall be discussed during negotiations and re-confirmed.
- 3.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Employer.

3.25 Award of Work

The successful Bidder shall be issued a work order (Letter of Intent –LoI) by CoPA either by facsimile or email, which will be subsequently confirmed by Registered Post. This LoI along with written acknowledgment of the successful Bidder/ Bidder shall constitute a contract between the Bidder and Cochin Port, till the signing of the formal agreement.

3.26 Signing of Agreement

- 3.26.1 The Bidder (successful Bidder) shall execute an agreement at his expense on Kerala State stamp paper of proper value in the format set out in **Appendix-X** for the due and proper fulfillment of the contract within two weeks of receipt of the Letter of Intent by facsimile or email by the Bidder or within such time as extended by the Employer. The bidder shall submit 10 (TEN) copies of signed agreement excluding original in bound volume.
- 3.26.2 The date of commencement of Work shall be reckoned as the actual date on which the Bidder takes over the assignment OR the seventh day from receipt of Letter of Intent by facsimile or email by the Bidder, whichever is earlier.

3.27 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 tender 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 Bid Security or 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 Tender, 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 bidder/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
 - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

- (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.28 Commencement and Completion of Work

The Bidder shall commence the Work within 3 (Three) days on receipt of Letter of Intent by facsimile or email by the Bidder 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 Work shall be as stipulated in this Bid document.

SIGNATURE OF THE BIDDER

SECTION – 4

GENERAL TERMS & CONDITIONS

4. GENERAL TERMS & CONDITIONS

4.1 Definitions and Interpretation

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

- a) **“Employer/CoPA/Port/Cochin Port/Board/Port Authority”** means Board of Major Port Authorities of 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) **“Bidder/Bidder(s)/Applicant”** means the person or persons, firm, corporation, Consortium or Company who submits a Bid (Proposal/Tender) for the subject Work.
- c) **“Award Price/Contract Price”** means the sum indicated in the Price Bid/**Financial Quote** submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Tender (Bid/Proposal) Document.
- d) **“Chief Engineer”** means the Chief Engineer of COCHIN PORT AUTHORITY for the time being.
- e) **“Engineer/ Officer-In-Charge”** means Superintending Engineer/ Dy. Chief Engineer/ Executive Engineer in charge of this Work as nominated by Chief Engineer, CoPA.
- f) **“Work/ Assignment”** means the works to be executed by the Bidders detailed in this Bid Document including Terms of Reference.
- g) **“Date of Commencement of Work”** means the actual date on which the Bidder takes over the Assignment **OR** the fourteenth day from receipt of Letter of Intent (work order) by facsimile or email by the Bidder, whichever is earlier.
- h) **“Bid Document/ Tender Document/ RFP”** means this document inviting bids from the Bidders for the Assignment.
- i) **“Proposal/Bid”** means the Tender document in response to which the Bidder’s proposal for providing Services was accepted.

4.1.2 Notes

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

consideration in the interpretation or construction thereof or of the contract.

4.2 General Provisions

4.2.1 Law Governing the Contract

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

4.2.2 Notices

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

The Chief Engineer, COCHIN PORT AUTHORITY,
Cochin – 682 009, Kerala, India.

Tel : 91-0484-2666414, 2666871 Extn:2400

Fax : 91-0484-2666414

E-mail: ce@cochinport.gov.in, CoPAce@gmail.com

4.3 Earnest Money Deposit/ Proposal Security

The proposal shall be accompanied by an Earnest Money towards Bid Security amounting to **Rs.1,00,000/-**. The EARNEST MONEY must be deposited in the manner as specified. Under no circumstances should currency notes be enclosed in the cover containing the Earnest Money. The Earnest Money deposited will not carry any interest. The Earnest Money Deposit (EMD) can be in the form of Demand Draft or Pay Order Banker's Cheque on a Nationalised/ Scheduled Bank drawn in favour of the Financial Advisor & Chief Accounts Officer of the COCHIN PORT AUTHORITY. The Bid Security/EMD of unsuccessful Bidder other than L1 and L2 will be refunded immediately after ranking of the Bids. The Bid Security of L2 Bidder shall be refunded immediately after entering into Agreement with L1 Bidder and acceptance of the Performance Security. The Bid Security of the successful Bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

4.4 Discount on delay in completion

4.4.1 In case of delay in completion of Services as per the schedule prescribed in the tender document for each event as specified at Clause 3.6 of the ToR, discount of 0.2% of total contract price per day, subject to a maximum of 10% will be imposed. However in case of delay due to reasons beyond the control of the Bidder, suitable extension shall be granted.

4.5 Care and diligence

4.5.1 The Bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be

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

- 4.5.2 The Bidder shall perform the Work in a professional manner, using sound engineering and design principles and management and supervisory procedures, and in accordance with the standards employed by leading international engineering firms in the field. By submitting the Bid, the Bidder represents that it has the required skills and capacity to perform the Work in the foregoing manner.

4.6 Taxes & duties

- 4.6.1 The Bidder and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Bidder at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Bidder's bill for payment.
- 4.6.2 The Bidder shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

4.7 Confidentiality

The Bidder shall treat all the documents and information received from CoPA and all other related documents/communications including the documents prepared by the bidder 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 Bidder shall not divulge any such information unless CoPA authorizes the bidder in advance in writing. Further, the Bidder shall return all the documents received from CoPA from time to time after completion of the Work related to those documents. **The Successful Bidder / Bidder may also be required to execute a Non-disclosure Agreement in this connection in a format which would be provided later.**

4.8 Suspension of Work

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

- a) A default shall have occurred on the part of the Bidder in the execution of the contract.
- b) Any other condition which makes it unable for either party by reason of "Force Majeure" as referred to in **Clause 4.11** to successfully carry out the Work or to accomplish the purpose of the contract.

4.9 Termination of Work

4.9.1 Termination of Work by CoPA

If any of the following events shall have happened and be continuing, then COCHIN PORT AUTHORITY may, by written notice to the Bidder, terminate the contract:

- a) Any of the conditions referred to in **Clause 4.11** shall continue for a period of two weeks after CoPA shall have given written notice to the Bidder of the suspension of payment to the Bidder 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 Bidder.

4.9.2 Termination of the Work by the Bidder

The Bidder shall promptly notify CoPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Bidder, which makes it impossible for the Bidder 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 15 (fifteen) days of receipt thereof, the Bidder shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Bidder may thereupon terminate the Contract by giving not less than 15 (fifteen) days prior written notice thereof.

4.10 Termination Procedure

- a) Upon termination of the Contract under **Clause 4.9** or receipt of notice of Termination under Clause 4.9.1 giving notice of termination under Clause 4.9.2, the Bidder shall take immediate steps to terminate the Work 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 Bidder), the Bidder shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

4.11 Force Majeure

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

account at the time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

4.12 Dispute between the Bidder and Cochin Port

The settlement of disputes and arbitration shall be as below.

4.12.1 General

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 Bidder 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 Bidder's letter.

If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Bidder is dissatisfied with the instructions or decision of the Engineer, the Bidder may, within 15 days of the receipt of Engineer's decision, appeal to the Chairperson who shall afford an opportunity to the Bidder 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 Bidder's appeal. If the Bidder 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 by a sole arbitrator appointed by the Chairperson of COCHIN PORT AUTHORITY :
 - (i) The Bidder shall within a period of 30 days from receipt of the decision of the Chairperson, give notice to the Chairperson for appointment of arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

(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 Bidder 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 inter-se or CPSE and Government Departments, it shall be referred for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

4.12.1.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairperson of the appeal.

4.12.1.2 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

4.12.1.3 It is also a term of this contract that if the Bidder 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 Bidder shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

4.12.1.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and

the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

4.12.1.5 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

4.12.1.6 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

4.12.1.7 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”

4.12.2 Settlement of Disputes through Conciliation

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairperson of COCHIN PORT AUTHORITY may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust 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 Trustees of Cochin Port subject to the delegation of powers.

4.13 Completion Certificate

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

4.14 Obligations of the Bidder

4.14.1 Documents prepared by the Bidder to be the Property of the Employer

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

4.14.2 Limitation of liability of the Bidder

The total liability of the Bidder under the Contract is limited to the fees received by the Bidder under the contract. However, if there is any claim/ disputes by the Contractor(s) during the currency or thereafter of the contract, which may be attributable to the PMC Bidder, then in such eventualities, CoPA shall be indemnified and such amount payable to the contractor shall be recovered from the PMC Bidder. The Bidder shall execute a **Professional Indemnity Bond** as per format at *Appendix –XIII* for this effect.

4.14.3 The Bidder shall submit Structural Stability Certificate of the proposed facilities.

4.14.4 The Bidder shall depute such persons as is required by CoPA for inspecting and certifying any rectification work that may become necessary during the Defect Liability Period also.

4.14.5 If any dispute arises with any of the contractor engaged for the subject project, necessary documents / assistance shall be provided by the Bidders, for resolving it.

4.15 Facilities to be made available to the Bidder

The COCHIN PORT AUTHORITY would provide access to all available documents and data, including the following, that may be reasonably needed for the proposed assignment of the Bidder as highlighted in this Bid Document:

4.16 Performance Security and Professional Indemnity Bond

4.16.1 Within 14 (fourteen) days of the receipt of the Letter of Intent from CoPA, the Successful Bidder shall furnish to the 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 3% of the Award Price / Contract Price as per the draft annexed at **Appendix-IX** 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 enforcement of Demand Draft towards EMD. The Performance Security shall remain in force till 30 days after the satisfactory completion of the contract and will be discharged thereafter subject to the condition stated therein. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder.

4.17 Insurance to be taken by the Bidder in joint names between Bidder and Board of Trustees of CoPA

The Bidder: (i) shall take out and maintain, and shall cause to take out maintain, at their own cost, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.

The risks and the coverages shall be as follows:

(a) Workers' Compensation Insurance in respect of the Personnel of the

Bidder in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

4.18 Safety Measures

The Bidder 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 Bidder from any amount that may be due from CoPA to the Bidder. If any accident or injury or death is sustained by any worker, the Bidder should immediately take necessary action for providing medical aid at his own cost and inform the concerned Employer and the authorities of Concerned City Police about the accident in writing giving full particulars of accident and the details of the workmen involved including their name, age and company.

4.19 Additions and Alterations

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

SIGNATURE OF THE BIDDER

SECTION – 5

PROPOSAL EVALUATION

5. PROPOSAL EVALUATION

5.1 Evaluation of the Proposal

5.1.1 Approach and Methodology

The Bidder shall furnish together with his Bid a write up on the recommended approach and proposed methodology for the implementation of the services, which shall be covered in 3-5 pages.

5.1.2 Presentation

CoPA reserves the rights to invite the Bidder to make a presentation covering the details of the proposal to the CoPA, in case it is required.

5.1.8. Evaluation of Financial Quote.

The Financial Quotes of only those bidders who submit the documents in full in respect of Cl. 3.15.2 (i) to (xiii), meeting the specified requirements will only be opened. **Financial quotes of the bidders who fulfill the condition of eligibility only be considered for detailed evaluation.**

Ranking of Bidders will be based on Financial Quotes only. The Bidder with the lowest Financial Quote, shall be the first ranked Bidder. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Terms of Reference TOR within the total quoted price shall be that of the Bidder.

SIGNATURE OF THE BIDDER

APPENDICES

**DESIGN, BUILD, DELIVERY, INSTALLATION AND
COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY
WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT
BANGARAM ISLAND LAKSHADEEP**

TERMS OF REFERENCE (ToR)

1. BACKGROUND:

Cochin Port Authority (CoPA) is contemplating to **DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP.**

2. OBJECTIVE OF ASSIGNMENT:

The aim of this work is to **Design, build, delivery, installation and commissioning of floating concrete pontoon jetty with aluminium gangway and other allied works at bangaram island lakshadeep.**

3. SCOPE OF WORK

Cochin Port Authority, intends to receive request for proposals (RFP) from selected bidders for DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP as described in this document.

The intended purpose of the scope is to develop safe and functional berthing and mooring facilities as described in the Technical Specifications, without limiting the generality of the functional requirement. The design and construction must satisfy the requirements of this document and any other documents referenced or otherwise specified by the Employer, and in addition to the standards which would be reasonably expected as mentioned in Technical Specifications as per the tentative sizes of pontoons and access gangway given in Table-1 and Table-2 below.

The floating pontoon system shall be approved and built in compliance with design standards, prevailing as per Kerala Safety Rules/ Indian Administrative Rules and if any. The floating pontoon system shall be class surveyed and certified as per the standards and from approved statutory agencies/authorities. The indicative list of Acts/ Rules/ Regulations is included in Annexure-1 of this Section.

The Contractor is required to undertake detailed design, including design vetting by premier engineering institutes (national or international) of repute, supply, install and commission the floating pontoons, mooring system, restraint piles, gangway, utilities and associated components as shown in the Tender Drawings. All labour, equipment and material are to be provided by the contractor to complete the works as described in the tender.

The Contractor shall construct and then remove from site any temporary works required and ensure that the site is clear of debris and used material, on completion of the works.

The Contractor is required to maintain a neat and tidy work place, throughout the construction period and ensure that all health and safety requirements are met including all safe access to and from the work site.

The set out and survey of piles is to be done and managed by the Contractor. The Contractor is required to provide sufficient information on “as built conditions”, following the installation.

The Contractor will need to establish required bench marks, and all “as built information” shall be presented in WGS 84 GIS horizontal projections and vertical datum as agreed by the Employer / Engineer.

The Contractor shall undertake the following tasks:

- Complete the design of concrete floating pontoons;
- Certification of designs;
- Manufacture, deliver, install and commission the floating pontoon system in compliance with Kerala Safety Rules/ Indian Administrative Rules /

The scope of works / activities of floating pontoons to be carried out by the Contractor shall include the following elements:

- RCC floating pontoon as specified
- All interconnections but not limited to walers, through bolts, corner brackets etc.;
- Service ducts fixtures and provisions for fendering.
- Suitable mooring chains and anchors of adequate capacity;
- Gangways, hinges, rollers, treated plates including gangway articulated connection fixed at top, and landing connection at pontoon bottom;
- Punch items like Mooring bollards, cleats and ladders (max 2 No.) etc;
- Lighting system with fixtures all complete as specified
- Safety equipment (SOS pedestal with safety ladder, lifebuoy, fire extinguishers);

Hand rails and guard rails;

The floating pontoon system shall be designed, constructed, installed and commissioned, as per the technical specifications and design criteria provided for the Categories provided in Table-1. The floating pontoon sizes specified, layouts and gangway lengths considered are based on the preliminary assessment and are indicative. The same shall be finalised during the detailed engineering design stage.

The Scope of the Contractor is to establish the exact size of floating pontoon and gangway lengths in confirmation with the functional requirement, design criteria, technical specifications and complete the design, installation and commissioning of the pontoons without limiting to the sizes specified in the drawings.

The design recommendations shall confirm that the sizes of pontoon unit shall not grossly deviate from the specified dimensions. The Contractor’s design shall comply to functional and operational requirements without changing the widths and free board of the pontoon units, when fully commissioned.

TABLE-1

Sl. No.	Description	Nos.
1.	Heavy Duty (Indicative size 20m x 4.80m)	1

TABLE-2

Sl. No.	Description	Nos.
1.	Aluminium gangway (Indicative size 25m)	1

Annexure-1

S.No	Description	Web link
1.	ILO Conventions	https://www.ilo.org/wcmsp5/groups/public/@ed_norm/@declaration/documents/publication/wcms_095895.pdf
2.	Hand book on International Environmental Agreements	http://assets.wwfindia.org/downloads/meal_handbook_cel.pdf
3.	Kerala Inland Vessel Rules	http://iwai.npglobal.in/sites/default/files/5060153696Keral%20inlandvessels_rules.pdf
4.	The India Port Act	https://indiacode.nic.in/bitstream/123456789/2344/1/a1908-15.pdf
5.	National Oil Spill Disaster Contingency Plan	https://www.indiancoastguard.gov.in/WriteReadData/bookpdf/201512281221565793127NOSDCPCGBR771.pdf
6.	Guidelines on Oil spill waste management	http://www.imo.org/en/OurWork/Environment/PollutionResponse/Documents/Oil%20spill%20waste%20management%20decision%20support%20tool.pdf
7.	Management of Cyclones	https://ndma.gov.in/images/guidelines/cyclones.pdf
8.	Kerala Panchayat Building Rules	https://buildingpermit.lsgkerala.gov.in/Content/Rules/kpbr_rule.pdf
9.	Govt of Kerala Health and Safety Manual	http://www.lc.kerala.gov.in/images/pdf/hs_manual.pdf
10.	Kerala Environment Policy	http://www.indiaenvironmentportal.org.in/files/Environment%20Policy-%20English.pdf
11.	Guidelines and Space Standards for Barrier free built Environment for	https://cpwd.gov.in/publication/harmonisedguidelinesreleasedon23rdmarch2016.pdf

	persons with disability and Elderly Persons	
12.	IAWI Navigational Buoys Details (NW-3)	http://www.iwai.nic.in/showfile.php?lid=6 <u>27</u>

Note: The documents (reference links) listed above are for bidders' information only. Bidders are requested to refer appropriate sections of the documents for compliance. Any additional information required for compliance as per RFP stipulations, the responsibility lies with the bidder to collect and the same shall be submitted to the Employer during execution of Works.

3.1 Site Conditions

3.1.1 General

This section presents a summary of meteorological, oceanographic, and geotechnical site conditions as per available information. The data presented is to provide a general understanding of the site conditions.

3.2 Meteorology Data

The meteorological data of the project site is obtained from the Climatological Handbook of India, 1981 to 2010 published by Indian Meteorology Department.

3.2.1 Rainfall

The average annual rainfall is reported as 3014.8 mm, and most of it is received in the period from May to October under the influence of south-west monsoons.

Source: Climatological Tables (1981-2010), IMD

3.2.2 Wind

The predominant wind direction during the monsoon period (June to September) is west to south-west and during the non-monsoon periods. It takes the direction of north-east in the morning and west in the evening. The maximum wind speed observed is 112 KMPH from WSW direction.

3.2.3 Depressions and Cyclonic Storms

Lakshadweep lies in the cyclone belt and therefore the risk of cyclone is high.

3.2.4 Visibility

Generally, the visibility is very good, except on a few days during monsoon and winter season.

3.3 Oceanographic Data

3.3.1 Tides

The tidal levels as per Naval Hydrographic Chart for the Port of Kochi, are as follows:

Mean Higher High Water Level (MHHWL)	+ 1.30 m CD
Mean Lowest High Water Level (MLHWL)	+ 1.10 m CD
Mean Sea Level (MSL)	+ 0.90 m CD
Mean Highest Low Water Level (MHLWL)	+ 0.80 m CD
Mean Lower Low Water Level (MLLWL)	+ 0.40 m CD

3.3.2 Currents

3.4 SCOPE OF WORK FOR DESIGN

3.4.1 Site Visit

The Contractor shall conduct site visits in order to

- Get familiar with the project area / Terminal locations, Inspect the site in terms of met ocean conditions such as currents, waves, winds etc.
- Inspect existing structures in the area,
- Identify the areas of environmental importance within the close proximity of the project footprint

3.4.2 Data Collection and Review

The essential elements of this stage are to correlate and evaluate available data such as waves, currents, water, bathymetry, geotechnical etc.

3.4.3 Source of Material

The Contractor shall identify and visit potential sources of material and locations and assess the quality of the material and estimate the quantities. The Contractor shall collect samples and conduct laboratory tests to establish the quality of materials.

3.4.4 Basis of Design

The Contractor shall prepare a design basis document based on the available data and relevant standards. The document shall include design input values required for the design of floating pontoon system based on the indicative design parameters.

3.4.5 Preliminary Design

The general arrangement drawing with plan and sections showing all the details including utilities arrangement for the pontoon systems shall be submitted by contractor for Employer / Engineer's approval.

The Contractor shall carryout the preliminary design of floating pontoon, associated components such as gangway, utilities etc. based on the available information at this stage and proprietary pontoon system with a proven history of performance in similar or more severe applications. The design shall include the following components:

- Concrete floating Pontoons ;
- Pile guides and restraint system;
- Gangway, hinges, rollers, and treated plates;
- Mooring bollards, and fenders;
- Services;
- Utility structures and pedestals;
- Ladders;

The preliminary design shall present the proposed material, design calculations for arriving at the sizing and the corresponding drawings. It is expected that a proprietary pontoon system with a proven history of performance in similar or more severe conditions will be used.

3.4.6 Detailed Design

The Contractor shall design and provide all necessary specifications for the Works in accordance with the Works Requirements. The design detail, plan, drawing, specifications, notes, annotations, and information required shall be provided in such sufficient formats, details, extent, size and scale and within such time as may be required to ensure effective execution of Works and/or as otherwise required by the Employer / Engineer. The Contractor holds himself, and his designers as having the experience and capability necessary for the design. The Contractor undertakes

that the designers shall be available to attend discussions with the Engineer and the Employer at all reasonable times during the Contract Period. The designer shall be the same entity as proposed by the Contractor at the time of pre-qualification, unless otherwise approved by the Employer. The Contractor shall ensure the design warranty for the design life specified.

The Contractor shall carry out the detailed design of the floating pontoon and accessories based on the preliminary design reviews and approvals.

The detailed design shall present the detailed engineering calculations on the stability and structural design of various components of the pontoon system, as per the design criteria. The good for construction drawings shall be prepared for approval of the Employer / Engineer.

The Contractor shall submit the weight summary of the pontoon indicating (i) the weight (ii) CG position from calculation and draught marks.

3.4.6.1 Stability

The builder shall submit the stability calculations satisfying the following requirements

- Intact stability criteria for pontoon in free floating condition without any payload
- Intact stability criteria with maximum payload of passengers and gangway
- Maximum heel/trim of the pontoon during passenger loading and unloading

3.4.6.2 Structural Design

The structural design shall satisfy the requirements of classification society/certifying authority. All structural designs/drawings shall be approved by the Employer or Employer's appointed representative for this purpose. The Contractor's scope also includes design vetting by third party agencies i.e. premier Indian institutes IITs/any other national/international of repute,

3.4.7 Design Warranty

- a. The Contractor shall be fully responsible, for the design life of the floating pontoons;
- b. The Contractor warrants that the proposals meet the Works Requirements and is fit for the purpose thereof;
- c. The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good industry practices;
- d. The Contractor warrants that the design of the Works and the manufacture of floating pontoon have taken full account of the effects of the intended manufacturing and installation methods;
- e. The Contractor shall also provide a guarantee for the design for suitability, adequacy for the proposed scope of works;
- f. The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the warranty set out;
- g. The Contractor further specifies and is deemed to have checked and accepted full responsibility 'for the Contractor's Proposal and warrants absolutely that the same meets the Works Requirements:

3.4.8 Design Verification

The Contractor shall demonstrate that all the designs, computations, and other design documentation, safety through a competent independent bidder/authority, fulfil all the requirements of the scope of works, technical specifications and relevant standards.

The costs pertaining to the design verification shall be borne by the Contractor. The Contractor shall submit all such verification documents to the Employer without any delay.

3.5 SCOPE OF WORK FOR EXECUTION OF WORK

3.5.1 General

The Contractor shall be responsible for all construction & installation activities for the Works and shall follow the specifications provided within this Contract. The Contractor shall submit method statements for all the activities and get approval in advance. These method statements shall detail the Contractors working methods and sequences, proposed plant, safety measures, Quality Assurance procedures, testing procedures, material transport and delivery protocols, environmental monitoring plans and contingency plans for inclement weather.

The Contractor shall be responsible for obtaining all permits. The details and proper licencing, permitting, registrations or other requirements including those required for his personnel, suppliers, equipment and plant as provided in Section: VIII (General Specifications) of this Contract.

The Contractor shall obtain all necessary work permits and security permits prior to commencement of works.

3.5.2 Surveys

The Contractor shall carryout the reconnaissance surveys at all terminal locations as required by Employer / Engineer to ensure that sensitive environment receptors within the each Terminal /works footprint are identified and suitably protected during execution of Works. .

3.5.3 Build, Delivery, Installation & Commissioning of Works

The Works consist of the activities and components as described in Clause No: 1.2 of this document. Since the Works are on EPC contract basis, the items / components / approvals /surveys and investigations not specifically mentioned but are required for execution and proper functioning of the Works shall be deemed to have been considered and included in the quoted price of the bid submitted by the Contractor. .

3.5.4 Environmental Protection

The Contractor shall comply fully with the MoEF & CC guidelines along with comprehensive EIA recommendations and other statutory requirements.

3.5.5 Handover

The Contractor shall provide detailed handover documents that allow the maintenance of floating pontoon system including the type of maintenance and periodicity of maintenance for each component etc.

3.6 SCHEDULE AND DELIVERABLES

3.6.1 General

This section covers the schedules and list of deliverables to be prepared and submitted under the obligations of the Contract:

3.6.2 Schedule of design

- Submission and Approval of Design with calculations:7 daysfrom the date of Letter of Award

3.6.3 Deliverables

The Contractor shall submit deliverables as listed below and may include additional documents as deemed necessary.

The Contractor shall submit two hard copies of each set of calculations, drawings, reports and documents along with soft copy within 7 days from the date of Letter of Acceptance.

3.6.3.1 General

The following documents shall comprise general submissions

- Plans and Schedules consist of Project Specific HSE plan and risk response plan, Project specific QA/QC plan, Project Master Schedule in MS Project.
- Project Controls consists of Minutes of meetings, document updates etc.
- Permits and Approvals consist of EMP, Survey permits, Construction permits and any other permits as deemed required.

3.6.3.2 Preliminary Design Stage

- Inception Report- the inception report shall be submitted which will form the basis of further works and include review of:
 - (i) existing data, reports and documents, assessment of existing site conditions,
 - (ii) Assessment of water depth requirements at pockets of pontoon locations.
 - (iii) Load data & fixtures details on the abutment / fixed platform for the gangways for each terminal location.
- CEMP: CEMP shall be prepared and submitted by NABL approved agencies/laboratories.
- Basis of Design: The basis of design shall be submitted based on the review of site conditions, design data, criteria and design methodology for all works;

3.6.3.3 Detailed Design Stage

- The detailed design of floating pontoons including pontoon sizes envisaged at each terminal location, design report, Good for Construction drawings, material specifications. The design calculations shall include but not be limited to the following:
 - (i) Determination of extreme stresses / loads for all applicable load cases / combinations as specified in Section IX – Technical specifications (Civil).
 - (ii) Stresses in the system connections for all load cases.
 - (iii) Transfer of forces at guide pile frames and connections.
 - (iv) Freeboard calculations for all floating units.
 - (v) Stability as specified in Clause 3.4.1
- Construction monitoring plan.

3.6.3.4 Construction Stage

- Mobilization of Contractor's staff, equipment and plant;
- Obtain relevant permits and approvals for execution of Works ;
- Construction/fabrication of floating pontoons, gangway;
- Installation of floating pontoons, gangway;
- Design, Supply and install SOS, firefighting system
- Installation of utilities(electrical, instrumentation, etc);
- Installation of Items supplied by the Employer;
- Remove the temporary facilities after construction;
- Submission of as built drawings;
- Demobilization of Contractor's staff / personnel, equipment and plant.

3.6.3.5 Submittals

The Contractor shall comply fully with the Specifications and all references therein. The Contractor shall prepare and submit a comprehensive Detailed Engineering Design for Employer / Engineer's approval. The Detailed Engineering Design shall include:

- Contractor's professional review and assessment of existing soil investigation reports,
- Contractor's professional review and assessment of interfaces;

- Contractor’s basis of design on his review of the above documents;
- Contractor’s detailed engineering Report
- Good for Construction drawings;
- Durability report with clarified the proposed protection measures;
- Contractor’s comprehensive design reports with fully detailed engineering calculations;
- Contractor’s detailed technical documentation for all marine furniture;
- Contractor’s operational and maintenance manuals(including list of spares/materials)
- Contractor’s design risk assessment;
- Contractor’s method statements for execution of the works;
- Contractor’s quality assurance plan, health and safety plan, environment protection plan;
- Mill certificates;
- Testing as required under these specifications and other specifications referred to design, construction and installation.

3.6.3.6 Drawings

- All the Good for Construction (GFC) drawings shall be prepared and submitted by the Contractor for Employer / Engineer’s review and approval.

3.7 DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY

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

4 TECHNICAL SPECIFICATION OF THE CONCRETE PONTOON

4.1 INTRODUCTION

This section covers the performance requirements for the design and construction of floating pontoons and associated structures and services.

The Contractor's designs and the constructed works shall comply in all respects with the requirements of the specifications set out herein.

4.2 DESIGN CRITERIA

4.2.1 Design Standards

The following codes and standards shall govern the design and construction of pontoon system.

The Contractor may refer additional standards and specifications while undertaking the detailed design:

Reference No.	Description
IS 456:2000	Plain and Reinforced Concrete - Code of Practice, Fourth Revision
IS 875 (Part 3): 1987	Code of Practice for Design Loads (other than Earthquake) for Buildings and Structures: Part-3 Wind Loads
IS 1893 (Part-1): 2002	Criteria for Earthquake Resistance Design of Structures- Part-1: General Provisions and Buildings
IS 4651 (Part III): 1974	Code of Practice for Planning and Design of Ports and Harbors, Part III Loading, First

	Revision, Reaffirmed 2012
IS 4651 (Part IV): 1989	Code of Practice for Planning and Design of Ports and Harbors, Part IV, General Design Considerations, Second Revision, Reaffirmed 2005
IS 4651 (Part V): 1980	Code for Planning and Design of Ports and Harbors Part V, Layout and Functional Requirements, Reaffirmed 2012
IS 2911 (Part-1, sec.-2): 2010	Design and Construction of Pile Foundation
IS 8009 (Part-2): 1980	Code of practice for calculation of settlement of foundation
PIANC 2002	PIANC Guidelines for the Design of Fender System
EM 1110-2-1100	Coastal Engineering Manual, US Army Corps of Engineers, 30 April 2002
EN 1992: Eurocode 2	Design of Concrete Structures
EN 13163	Thermal insulating products for buildings and factory made products of expanded polystyrene (EPS)
EN 12087	Thermal insulating products for building applications. Determination of long term water absorption by immersion
ISO 1461	Hot dip galvanized coating on fabricated iron and steel articles. Specifications and Test methods
ISO 10648	Fasteners. Hot dip galvanized coatings
ISO 5817	Welding. Fusion welded joints in steel, nickel titanium and other alloys
ISO 13920	Welding: General tolerances for welded constructions
ISO 2768	Machining: General Tolerances
ISO 3302	Rubber: Tolerances
AS 2159	Piling, Design & installation
AS 3962: 2001	Guidelines for Design of Marinas
AS/NZS 1170.1 :2002	Structural design actions - Permanent, imposed and other actions
AS/NZS 3679.1 :2010	Structural steel Part 1: Hot-rolled bars and sections
AS/NZS 2312:2002	Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings
BS 6349: Part-1	British Standard Code of Practice for Maritime structures- General Design Criteria
BS 6349: Part-2	British Standard Code of Practice for Maritime structures- Quay Walls, Jetties, and Dolphins
BS 6349: Part-3	British Standard Code of Practice for Maritime structures- Fendering and Mooring System
BS 6349: Part-4	British Standard Code of Practice for Maritime structures- Inshore Mooring and Floating

	structures
BS 6399: Part-2	British Standard Code of Practice Loading for Buildings. Code of Practice for wind loads.
KMBR forPWD	Kerala Municipal Building Rules for Persons with Disability
Any other relevant Code, rules as may be applicable for Lakshadeep.	

4.2.2 Gangway Lengths

The position of gangway towards land side is fixed as shown in layout drawings. Gangway shall be hinged on a fixed. The.

The gangway length shall be calculated based on the above fixed platform level and the following criteria:

1 Mean Low Water Level	:	+0.4 m CD
2 Pontoon Freeboard	:	0.7 m

4.2.3 Loads and Load Combination

4.2.3.1 General

The floating pontoon shall be designed to support the superimposed dead loads imposed by gangways, ramps, utilities, or other deck accessories. The structures shall be designed to resist

all combinations of loads that may realistically occur and be assumed to act on the structures simultaneously.

4.2.3.2 Dead Load

1) The dead load shall consist of the weight of the entire structure including, but not limited to, structural elements, surfacing, connections, floating units, roofing, cables, pipe work, railings, fendering and mooring systems, safety & supply pedestals and other fixed equipment . Contractor shall exercise care to ensure that all dead loads are accurately determined and accounted for, including superimposed gangway loads, consideration of weight gain due to water absorption, and manufacturing tolerances that affect the final freeboard.

2) The unit weight of structural materials shall be determined by the contractor in line with IS 875 Part I -1987 , but shall be not less than the following:

a) Reinforced concrete 2500 kg/m³,

b) Structural steelwork 7850 kg/m³, plus an additional 2% for connections.

3) The floating pontoon system shall be designed so that electrical conduit sleeves shall remain a minimum of 100 mm above water surface under dead load conditions, and to facilitate installation, removal and servicing of utilities. Access locations shall be provided at convenient locations as required for access to service utilities.

4) The floating pontoon systems including all structural and accessory components of the system, shall be designed for a 50-year life expectancy.

5) The floating pontoon system shall be designed to be restrained by the guide piles.

6) The deck and structural components of gangway shall be designed to support the deadweight of the gangway plus 0.5T/sqm miscellaneous.

7) Buoyancy shall be considered where it affects the design of the structures, and their overall stability,

8) For floating pontoon apart from the self-weight of the roof, an additional total load of 1.2 ton for the installation of solar panel which will be distributed over the roof area shall be considered.

4.2.3.3 Live Load

a. Pontoons

The live loads shall consist of 0.5 T/m² uniform vertical load or 0.2 T concentrated vertical load for stability requirements at any location on the deck without overstressing or violating the freeboard requirements as specified. Concentrated vertical load (CVL) of 0.2 T applied at any location on the floating deck greater than 300mm from the edge.

b. Access Gangway

The vertical design load shall be the combination of the dead weight of the structure, including any attached utilities, and either live load Case A or Case B, whichever governs.

- Case A shall be a uniform live load of 0.5 T/m² of deck surface area .
- Case B shall be a concentrated live load of 0.2 T applied anywhere on the deck surface .

4.2.3.4 Berthing load

Normal berthing loads shall be determined in accordance with IS 4651.

The size of the boat to be considered for arriving berthing load calculation:

Boat Type	Length (m)	Breadth (m)	Free Board (m)	Draft (m)	Displacement (T)	Abnormal Design Factor
100 Pax	24(Max)	6.0 (Max)	0.8 (Max)	0.9	50 (Max)	2 (Max)

4.2.3.5 Mooring Load

Mooring forces shall be calculated based on IS 4651 Part 3.

The Contractor shall refer to the boat sizes and displacement, as mentioned above in section 4.2.3.4

4.2.3.6 Gangway Load

The Gangway Load (GL) is a superimposed dead load consisting of weight of gangway structure. Dead load plus a distributed live load of 0.5T/Sqm should be considered such that the mid-span deflection under dead and live load should not exceed L/360.

4.2.3.7 Wind Load

For the purpose of design, uniform horizontal wind load will be based on 39 m/s and terrain category 1 (open seacoast). Wind load applied directly/indirectly to the facility through moored craft shall also be considered as per AS 3962.

4.2.3.8 Seismic load

For the purpose of design, seismic load shall be based on zone factor of 0.16 corresponding to seismic zone-III, importance factor of 1.5 and response reduction factor of 3.

4.2.3.9 Current Load & Flood Levels

Extreme current speed of 3.0m/s shall be considered for design at all the proposed terminals.

4.2.3.10 Wave Load

The design wave height shall be taken as 0.5m. While designing, the Contractor shall also consider into the effect of waves generated by passing boats/vessels.

4.2.3.11 Load Combinations and Factors

The Combined loading cases for design will be as follows:

- 1) Case 1 - dead load
- 2) Case 2 - dead load + uniform vertical load

- 3) Case 3 - dead load + concentrated vertical load
- 4) Case 4 - vertical wave load + dead load
- 5) Case 5 - lateral load due to wind + wave + current applied parallel and perpendicular to the axis of the floating units
- 6) Case 6 - impact load (Lateral Load due to berthing and mooring loads)

The material strength properties, load factors and capacity reduction factors shall be as defined by the applicable Codes, Design Reference & Standards as per AS 3962.

4.2.4 Acceptance Criteria and Limitations

- (a) The maximum allowable deflection under the vertical design load shall equal the span divided by 350 for pontoons.
- (b) Tilting of the pontoon under combination of design loads shall be limited to 6 degrees.
- (c) The stability criteria of pontoon shall confirm to class requirements.
- (d) The design calculations shall include, but not limited to the following,
 - Determination of extreme fiber stresses in all pontoon structures for all applicable load cases as defined above.
 - Stresses in the pontoon system connections for all load cases.
 - Transfer of forces at guide pile frames, rollers and connections.
 - Freeboard calculations for all pontoons.

4.2.5 Levels and Freeboards

Freeboard of pontoon units under the dead load only and have to be finalized w.r.t Section: 4.2.3.4. Sufficient floatation shall be provided to support the required live loads. The system shall be designed to float level under dead load. Deck shall be level and flushed upon completion.

The conduit sleeves and piping for all utilities shall remain a minimum of 0.1 m above the water surface under dead load conditions, and to facilitate installation, removal and servicing of utilities. Access openings shall be provided at convenient locations as required for access to service utilities.

4.3 FLOATING PONTOON SYSTEM

4.3.1 General

The Floating pontoon and access gangway must be capable of performing all specified performance requirements when subjected to any combination of the listed environmental factors.

The floating ferry pontoon and access gangway must be equipped with lights sufficient to provide visibility at night. The extent of pontoon towards channel side is fixed as shown in layout drawings.

The Floating Pontoon System shall be made of reinforced concrete floats to be designed to the specific sizes with epoxy coated reinforcement. Modules shall consist of a concrete deck and fully encased expandable polystyrene foam core. The foam core shall be encapsulated in concrete of suitable thickness with additional HDPE/Polyurea membrane to prevent any contact between the foam and seawater, and protect it from damage. Modules shall be connected to form continuous sections by structural members or any other suitable connections capable of transmitting all loads imposed upon individual dock modules, or combinations of dock modules, to the total floating pontoon restraint system.

The Floating Pontoon System shall include provisions of routing of services throughout in such a manner so that the services are readily accessible for maintenance and change out.

The Contractor shall after due discussion with the Employer, provide design and install pontoon system at each location with reference to the standards and

specification referred herein. Final Position of pontoon after design by the Contractor **will** be approved by the Engineer/ Employer.

Pontoon and Gangway roofs shall not collide with one another under any circumstances, similarly the gangway roof and fixed platform roof shall not collide with one another. A clear minimum gap of 0.5 m shall be ensured under all conditions during operation.

The complete floating pontoon system shall be designed and comply to Rights of Persons with Disabilities (RPWD) Act 2016.

4.3.2 **Warranty and Design Life**

The Contractor shall provide a minimum 10 year written warranty on all material for the installed pontoon system, including workmanship under the design conditions specified. Warranties shall commence on the date of final taking over. The Contractor shall ensure that all warranty entitlements include Employer and the Contractor as named beneficiaries. The floating pontoons shall be designed for design life of 50 years.

4.3.3 **Expanded Polystyrene Foam (EPF)**

The foam material proposed to be used in floating pontoons shall be new, expanded polystyrene (EPS) foam, with high tensile strength, resistance to impacts and stress cracking, resistance to attack from marine organisms, impermeable to water encased in a protective sheathing at exposed bottom of floating unit with the following properties:

- (a) Density: at least 15 -16kg/m³
- (b) Corresponding compressive strength:
- (c) Maximum water absorption: 2% by volume.

4.3.4 **Restraining Piles**

Piles shall be designed in order to be capable of accommodating the bending moment and axial forces required.

The Contractor shall make its own assessment of the pile lengths and strengths required to achieve the required penetration and working capacity for the proposed layout and locations.

Cut-off levels for piles shall be determined based on the design water levels and wave heights provided in Section-VII (General Information and Scope of Works). Piles shall have a suitable corrosion protection system (which will not induce corrosion to aluminium boats) approved by the Employer/ Engineer to ensure the specified design life is achieved.

The Contractor shall be entirely responsible for the design array of restraint piles required to ensure the integrity of the pontoon system and structural design of the piles. The piles will be designed to allow the pontoons to move vertically with the tide levels. Piles shall be topped with a conical shaped caps and have bird resistance.

4.3.5 **Pile Guides**

Pile sleeve/Guide rings shall be of stainless steel (316SS) or marine grade aluminium (6061-76,6063-75) and capable of transferring the forces acting on the pontoons to the guide piles. The amount and exact position of the pile guides shall be determined by the Contractor's detailed design, considering indicative layouts and arrangements provided.

Pile guides shall be robust, heavy duty and shall be fitted with low friction rollers with minimum maintenance. The rollers/pad shall be of HOPE or Polyurethane. The rollers shall be bolted to the pile guide in such a manner that steel packers between the rollers and the pile guide shall allow adjustment of the rollers to ensure a tolerance of 20mm clearance around all points of the piles as measured from the rollers at all stages of the

tides. Rollers shall be fitted in such a manner that enables their easy removal with pontoons remaining in service. Pile guides shall be surrounded by a protective frame. The design of the pile guides shall allow for a minimum tolerance in the center-line position of the piles of 50mm at MLLW and at an out of verticality of 1 in 200.

4.3.6 **Provisions for Fendering**

Boats are having 0-type rubber fenders. Pontoons shall have provisions for installation of portable pneumatic fenders which is not in scope of work of contractor.

4.3.7 **Bollards and Mooring Cleats**

Bollards shall be proprietary units manufactured by a specialist marine bollard and mooring equipment manufacturer. The bollard manufacturer shall demonstrate by way of project references a minimum of 10 years successful experience in the manufacture of mooring bollard of similar nature to those to be supplied and fixed under this Contract.

Mooring cleats and Bollards shall be designed and positioned in such a way that mooring lines tied to cleats such that they are not trip hazard, and to ensure safe mooring of the vessels. These bollards shall be double horn type and the Contractor shall be interfaced with the boat builder w.r.t auto docking. Calculations shall be submitted by the Contractor for the approval of the Employer / Engineer. They shall be fitted in accordance with the manufacturer's instructions.

The material of the bollard and mooring cleats shall be stainless steel grade 316. The mooring cleats shall be large enough to accommodate the normal diameter of the mooring lines for the type of boat size specified.

The Contractor shall submit full details of the proposed bollard to the Employer / Engineer for approval prior to the procurement of these items including but not limited to the following;

- (i) Details of the manufacturer and supplier of the unit including details of the manufacturers quality control system, evidence of project experience and statement regarding the suitability of the product in this application and it's conformance to the requirements of the Specification;
- (ii) Drawings showing the general arrangement and principal dimensions of the item including the hold down bolt layout and anchorage arrangement;
- (iii) Scale sketches demonstrating that the proposed hold down bolt arrangement can be installed without compromising the requisite concrete reinforcement at the installation location, including illustration of any proposals for localized displacement of reinforcement as may be required;
- (iv) Specifications detailing the features of the unit, the manufacturing or fabrication process, the materials used, requirements for installation and use and all relevant design or manufacturing standards or regulations;
- (v) Detailed calculations and analysis demonstrating the structural capacity of the unit and the hold down bolts with reference to the specified safe working load and the requisite factors of safety; and

4.3.8 **Ladders**

In order to provide safe personnel access to and from the water, ladders shall be provided. The Contractor shall design, fabricate and install the ladders.

4.3.9 **Access Gangway & Hand rails**

The gangway is to provide access from the shore to the floating pontoon.

The gangway shall be designed to withstand float motions including a vertical change in dock elevation due to water level fluctuation and horizontal movements due to wind loads without structure interference or overstress, including fatigue of gangway

members and supports. Gangway rollers shall remain in contact with the tracks on the dock at all times.

The gangway length shall be in accordance with the approved drawings. Notwithstanding, the articulated gangway length shall be adjusted to ensure the gangway will not foul within the pontoon or any other structure or item through the full range of the extreme water levels.

The gangways shall be supported on the landward end by hinged bearing and at the other end on rollers. The hinge arrangement shall be designed to use stainless steel pins and consideration shall be made for material compatibility in the connecting member or isolation of different materials.

Wearing plates shall be installed on the pontoon to protect the surface from wearing and damage which would otherwise result from the movement on the gangway and gangway ramp plates on the deck. Hinged ramp plates shall be provided at either end of the articulated gangway to provide continuous surface between the shore platform and the landing pontoon.

Material for the gangway structure shall be marine grade 6061-T6 Aluminium alloy conforming to IS 8147. Hand rails & structural member for roof of gangways shall be 6063-T6 Aluminium alloy. Both 6061-T6 and 6063-T6 shall be extruded in accordance with the requirements of applicable sections of AS/NZS 1664.

All accessories and fittings shall be made of stainless steel type 316L or marine grade Aluminium alloys.

Rollers for gangways shall be anti-abrasive UHMW polyethylene with black ultra-violet inhibitor added. Rollers shall be provided with stainless steel safety cotters and axles. Where wheels or rollers will be resting on the float, skid plate shall be provided to prevent damage to the decking. Rollers shall have an allowable load rating greater than that required by the design loads. The gangway design shall allow the wheels to be supported by wheel track at all times regardless of dock motions.

Gangway decking shall be structurally sound, durable material with suitable nonslip material. One side of each walkway shall have additional grip at the steepest gradient. Allowable deflection shall be $L/180$ where "L" is the free span between stringers or side members.

Guard rails and hand rails shall be fabricated and installed in accordance with AS 1428-1. This will include hand rail and kick plate requirements, maximum slope requirements, as well as transition plate length and height restrictions. Handrails shall be fitted each side and these shall project as required to match the extent of the top and bottom ramp plates.

The concrete pontoon to be anchored in position with suitable mooring chains and anchors of adequate capacity.

Gangways shall be securely fastened on the landward end on suitable platform. The dockside end of the Gangway shall be shall ride on a suitable designed thickness stainless steel plate. Steel plate shall be large enough that the rollers rest on the plate for extreme tide elevation. The hinge arrangement shall be designed to use stainless steel pins and consideration shall be made for material compatibility in the connecting members or isolation of different materials. Direct contact between aluminium and dissimilar metals is not permitted. UV-resistant vinyl washers shall be used to isolate dissimilar metals. The connection of hinge assembly at the top of gangway shall not have an open gap in the walking surface of more than 10mm under any tidal condition. Plates to cover surface gaps may be installed with plate thickness and beveled edges to allow for a smooth walking transition. Slope of transition plates shall be 1 :8 to 1 :12.

All connection and utility routes shall be incorporated into the gangway design. Cable, hose, and pipe hangers shall be of similar material to the gangway and designed to support the maximum loaded condition of the utilities. Excessive length of pipe, cable, or hose shall be avoided. Aluminium welding shall conform to the requirements of BS EN 1011. Welds shall be a solid and homogeneous part of the metals joined and shall be free from pits or scale, and shall be of full area and length required to develop the required strength for the intended use. Finished structural members shall be free from twists, bends, open joints, sharp edges and burrs. Ends of exposed metal members shall be rounded or beveled.

4.3.10 **Deck Finish**

Concrete deck surfaces shall be broom finished in the direction perpendicular to the long-axis of the dock as approved by the Employer/ Engineer to give a coarse non-slip surface. Edges shall be finished uniformly with a smooth finishing tool that will give a bull-nosed edge to 15mm.

Voids up to 10mm diameter or 3mm depth shall be patched with an approved epoxy grout. Larger voids shall be cause for rejection of floating.

The pontoon deck shall be provided with sufficient camber all along and transverse to drain off the rainwater. The deck edges shall be bull nosed. No sharp edges or corners shall be left on the pontoon deck. The pontoon deck shall have a tactile finish at the identified / designated route for movement of persons with disability.

SIGNATURE OF BIDDER

Appendix-II
THE PROPOSAL

Letter of Proposal
(On Applicant's letter head)

(Reference No and Date)

To

The Chief Engineer,
COCHIN PORT AUTHORITY,
Willingdon Island,
Kerala, India.
Pin - 682 009.

Sub: DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP.

Dear Sir,

With reference to your Bid Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Bidder for DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is 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 Bidder for the aforesaid Project.
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 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 Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 3.2 of the Bid Document;

- (c)I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or bid issued by or any agreement entered into with the Authority 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 Bidder, without incurring any liability to the Applicants in accordance with **Clause 3.8** of the Bid document.
 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project 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 the Authority [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above mentioned Project.
 13. The **EMD of Rs.5,00,000/-** (Rupees Five lakh only) in the form of a Demand Draft is attached, in accordance with the Bid document.
 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 120 (One hundred and twenty) days from the Bid Due Date specified in the Bid.
 16. A Power of Attorney in favour of the authorised signatory to sign and submit this Bid and documents is attached herewith in **Appendix-III**.
 17. In the event of my/our firm/ consortium being selected as the Bidder, I/we agree to enter into an Agreement in accordance with the form at **Appendix-X** of the Bid. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 18. I/We have studied Bid and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of

or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Quote is being submitted in a separate cover. This Proposal read with the Financial Quote 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.

Yours faithfully,

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

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

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

FORMAT OF CORPORATE INFORMATION OF BIDDER

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

2. (a) Brief description of the Company.

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

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

**PROFORMA OF UNDERTAKING THAT NO CHANGES
HAVE BEEN MADE IN THE BID DOCUMENT DOWNLOADED**

To

The Chief Engineer,
COCHIN PORT AUTHORITY,
Cochin 682009.
Kerala, India.

Dear Sir,

We do
hereby confirm that no changes have been made in the Bid document downloaded and submitted
by us for the Bid No.....

Yours faithfully,

(Signature)
Name & Designation

**PROFORMA OF UNDERTAKING REGARDING ILLEGAL
METHODS FOR INFLUENCING BID PROCESS**

To

The Chief Engineer,
COCHIN PORT AUTHORITY,
Cochin 682009.
Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process of Bid No..... so as to influence the bid process and have not committed any offence under the PC Act in connection with the Bid.

Yours faithfully,

Signature :

Name & Designation:

**PROFORMA OF DISCLOSURE OF PAYMENT MADE/ PROPOSED TO BE
MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE BID**

To

The Chief Engineer,
COCHIN PORT AUTHORITY,
Cochin 682009.
Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the
BidNo.

1. to Mr./Ms./Messrs.....(Name
and Address)
2. to Mr./Ms./Messrs.....(Name
and Address)
3. to Mr./Ms./Messrs.....(Name
and Address)

Yours faithfully,

Signature :

Name & Designation :

Note : In case no payment is made or proposed to be made a "Nil" statement shall be enclosed.

**PROFORMA OF UNDERTAKING THAT THE FINANCIAL QUOTE IS NOT
CONDITIONAL**

To

The Chief Engineer,
COCHIN PORT AUTHORITY,
Cochin 682009.
Kerala, India.

Dear Sir,

We
do hereby confirm that THE Financial Quote of the Bid submitted by us for the Bid
No. is not conditional.

Yours faithfully,

Signature :

Name & Designation:

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

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

Date :.....

To

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 "BIDDER" 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 work order dated the same having been unequivocally accepted by the BIDDER resulting in a Contract bearing No..... dated..... value at..... for and the BIDDER 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 BIDDER 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 BIDDER. Any such demand made by the Port Authority on the Bank shall be conclusive and binding notwithstanding any difference between Port Authority and BIDDER 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 Authority 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 BIDDER. 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 bidder, 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 BIDDER 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 BIDDER and notwithstanding any security or other guarantee that Port Authority may have in relation to the BIDDER'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 of2019

WITNESSES:

.....
(Signature)(Signature)

.....
(Name)(Name)

Bank's Rubber Stamp

.....
 (Name) (Name)

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

+ Attorney as per Power of Attorney

No.

Dated

Notes:

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

FORM OF AGREEMENT

AGREEMENT No.....of 2022

AGREEMENT FOR THE WORK OF.....

THIS AGREEMENT IS MADE on this day of BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682009 represented by its *Chief Engineer/*Deputy Chief Engineer/*Superintending Engineer Shri..... S/o Aged years residing at Village Taluk District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. represented by Shri. aged S/o residing at Village Taluk District(hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for vide Tender Notice Date and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the tender document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide work order No dated, issued to the Contractor while accepting their tender.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows.

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Clause 16 of the “General Conditions of Contract” and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs...../- [Rupees.....only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port Trust as Performance Security (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of

the said Board in office should the Contractor fail to commence the work specified in underwritten memorandum or should the Contractor not deposit the full amount of security deposit specified in underwritten memorandum otherwise the said sum of Rs...../- shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Clause 40.1 of the Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 40.3 of the Conditions of Contract.

5. It is mutually agreed that the tender submitted in its entirety shall form part of this agreement. Apart from the tender the following shall also form part of the agreement
 - (a) The Letter of Acceptance ;
 - (b) Bill of Quantities and
 - (c) Letters exchanged between the Employer and the Tenderer upto the issue of Letter of Acceptance as separately listed and annexed here to.
 - (d) Replies to Prebid queries and amendments issued, if any.

MEMORANDUM

- | | |
|--|--|
| a) General description of work | : |
| b) Estimated cost | : Rs. |
| c) Tendered cost | : Rs. |
| d) Earnest Money | : Rs.. |
| e) Security Deposit | : Rs.....(3% of the value of the Contract awarded or the value of the work done whichever is higher). |
| f) Percentage, if any, to be deducted from the bills | : In case, where the value of work done exceeds Contract Value, Additional Security Deposit @ 3% of the excess amount will be deducted from the respective RA Bills, while making the payment. |
| g) Time allowed for commencement of work from the date of receipt of work order | : 7 days |
| h) Time allowed for the work from the date of commencement of work. | : |
| i) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. | : |

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of the THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, the CHIEF ENGINEER has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

- (Retain only the authority signing the agreement)

Signed, sealed and delivered by

Shri.....of M/s.

(Common Seal of the Firm)

Signed and affixed seal in the presence of :

1) Signature with address :

2) Signature with address :

EMPLOYER

Signed, sealed and delivered by the

CHIEF ENGINEER

Cochin Port Authority
On behalf of Board of
Trustees of Port of Cochin.

Signed and affixed the common seal of

Board of Trustees of the Port of Cochin

In the presence of

1)

2)

COCHIN PORT AUTHORITY

**DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF
FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM
GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND
LAKSHADEEP
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

UNDERTAKING FOR FINANCIAL QUOTE

To

The Chief Engineer,
COCHIN PORT AUTHORITY,
Willingdon Island,
Kerala, India.
Pin - 682 009.

Sir,

Sub: **DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP**

~~~~~

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

Our price offer inclusive of all incidentals, overheads, traveling expenses, 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 is inclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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

I/We agree to accept the stage-wise / percentage-wise payment schedule as detailed in **Clause 3.8 of ToR** of the Bid Document.

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

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

**PROFORMA OF PRE-CONTRACT INTEGRITY PACT**

*(To be Signed on Plain Paper and Submitted as part of Technical Bid)*

Tender No.....;

Tender Title: .....

This Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....202...at ....., India.

**BETWEEN**

Procuring Organisation, ..... through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/s..... (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for ....., ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the ‘The Principal’.**

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

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

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

## **Section 2 - Commitments of the 'Bidder/ Contractor'.**

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

a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

### **Section 4 - Compensation for Damages:**

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

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

### **Section 5 - Previous transgression**

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

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

### **Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors**

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

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

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

### **Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s).**

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

### **Section 8 - Independent External Monitor**

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is

to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

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

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

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

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

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue

to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

**Section 10 - Other provisions**

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

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## FINANCIAL PROPOSAL FOR ASSIGNMENT

**Name of Assignment:** *DESIGN, BUILD, DELIVERY, INSTALLATION AND COMMISSIONING OF FLOATING CONCRETE PONTOON JETTY WITH ALUMINIUM GANGWAY AND OTHER ALLIED WORKS AT BANGARAM ISLAND LAKSHADEEP*

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Total Lumpsum charges/ Fees in Indian Rupees.)  |                                                 |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | (in Figures)                                    | (in words)                                      |
| 1       | Fabrication, supply, and installation of Concrete Floating Pontoon Jetty of size 20.0m x 4.80m of concrete grade M55 including proper anchoring with outfitings of Marine Grade Aluminium / SS 316 grade such as Bollards, handrails, service pedestals, fenders, service ducts etc. as per the ToR, and other terms and conditions stipulated in the Bid document inclusive of all incidentals, overheads, traveling expenses, stationery, expenditure related to presentations to be made during the execution of this assignment, sundries / all other expenditure and all taxes, levies and duties but excluding GST. | <i>( to be submitted in e-tender mode only)</i> | <i>( to be submitted in e-tender mode only)</i> |
| 2       | Fabricating, supply and installation of Aluminium gangway of size 25.0m x 2.40m of Marine Grade Aluminium with handrails, connection arrangements etc. including support structures on shore side etc. as per the ToR, and other terms and conditions stipulated in the Bid document inclusive of all incidentals, overheads, traveling expenses, stationery, expenditure related to presentations to be made during the execution of this assignment, sundries / all other expenditure and all taxes, levies and duties but excluding GST.                                                                               | <i>( to be submitted in e-tender mode only)</i> | <i>( to be submitted in e-tender mode only)</i> |

SIGNATURE OF BIDDER