



COCHIN PORT AUTHORITY

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**PROVIDING CONSULTANCY SERVICES FOR
QUANTITATIVE RISK ANALYSIS ALONG WITH
CLOSURE REPORT AND ENVIRONMENTAL IMPACT
ASSESSMENT STUDY WORKS IN CONNECTION WITH
HANDLING AMMONIUM NITRATE AT Q7 BERTH OF
COCHIN PORT**

**BID DOCUMENT
(T12/1985/2023-C)**

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

Price : Rs.840/- (750 + 12% GST)

COCHIN PORT AUTHORITY

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PROVIDING CONSULTANCY SERVICES FOR QUANTITATIVE RISK ANALYSIS ALONG WITH CLOSURE REPORT AND ENVIRONMENTAL IMPACT ASSESSMENT STUDY WORKS IN CONNECTION WITH HANDLING AMMONIUM NITRATE AT Q7 BERTH OF COCHIN PORT.

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COCHIN PORT AUTHORITY

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Chief Engineer's Office,
Cochin – 682 009.

No.T12/T-1985 /2023-C

Dated:23-03-2023

TENDER NOTICE

1. Electronic Tenders (e-tenders) on lump sum basis in Single stage, Two Cover system (Technical Bid & Price Bid) are invited for **“Providing consultancy services for Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port”**, from the accredited EIA consultants of MoEF&CC/ National Accreditation Board for Education and Training (NABET) under sector/category of Ports, harbor, jetties, marine terminals, break waters and dredging.
2. Details of downloading/ submission of Bids are as under:

Download period	From 23-03-2023 to 15.00 hours on 03-04-2023
Last date and time of submission of bid	15.00 hours on 03-04-2023
Date and time of opening the bid	15.30 hours on 03-04-2023
Earnest Money Deposit	Rs.25,000/- shall be furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, COCHIN PORT AUTHORITY (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank operating in India.
Cost of Bid document	Rs.840 (Rs.750 + 12% GST) (Non refundable) furnished through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, CoPA, payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India being the cost of single copy of the Tender Document.

3. Cochin Port Authority (CoPA) proposes to handle import of Ammonium Nitrate at Q7 berth of Ernakulam wharf at W/Island. In terms of Ammonium Nitrate Rules 2012, Port is required to be notified by Ministry of Ports, Shipping Waterways (MoPS&W) for facilitating handling this cargo. In this regard Port has been directed to obtain 'No Objection Certificate' from the Petroleum and Explosives Safety Organisation (PESO) and CoPA has to furnish Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study including Disaster Management plan to PESO for the same.
4. Towards this requirement, CoPA proposes to avail the services of an Accredited EIA Consultant of MoEF&CC/ National Accreditation Board for Education and Training (NABET) under sector/category of Ports, harbor, jetties, marine terminals, break waters and dredging for carrying out Quantitative Risk Analysis along with closure report and Environment Impact Assessment (EIA) study works covering the required EIA studies, Disaster Management Plan (DMP) & Risk Assessment (RA), Environmental Management Plan (EMP) etc., and submitting reports as per the latest guidelines/ circulars/ notifications of MoEF&CC, Government of India. The reports shall meet all the requirements of PESO for handling Ammonium Nitrate at the proposed berth of Cochin Port.
5. Tender Documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid document shall be furnished in the form of Demand Draft/ Pay Order/Banker's Cheque drawn in favour of FA & CAO, CoPA along with the submission of Bid.
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/COPT**. 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 04-04-2023. Non submission of the original financial instruments towards the Cost of Tender Document and EMD within the above period leads to disqualification of Bids.** Bids received after the stipulated last date and time for receipt, due to any reasons will not be considered.
13. MSME Bidders 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 of Earnest Money Deposit. 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
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Email :ce@cochinport.gov.in
: coptce@gmail.com

SECTION-I

INVITATION FOR PROPOSAL

1. INVITATION FOR PROPOSAL

1.1 Background

Cochin Port Authority (CoPA) proposes to handle import of Ammonium Nitrate at Q7 berth of Ernakulam wharf at W/Island. In terms of Ammonium Nitrate Rules 2012, Port is required to be notified by Ministry of Ports, Shipping Waterways (MoPS&W) for facilitating handling this cargo. In this regard Port has been directed to obtain 'No Objection Certificate' from the Petroleum and Explosives Safety Organisation (PESO) and CoPA has to furnish Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study including Disaster Management plan to PESO for the same.

Towards this requirement, CoPA proposes to avail the services of an Accredited EIA Consultant of MoEF&CC/ National Accreditation Board for Education and Training (NABET) under sector/category of "Ports, harbor, jetties, marine terminals, break waters and dredging" for carrying out Quantitative Risk Analysis along with closure report and Environment Impact Assessment (EIA) study works covering the required EIA studies, Disaster Management Plan (DMP) & Risk Assessment (RA), Environmental Management Plan (EMP) etc., and submitting reports as per the latest guidelines/ circulars/ notifications of MoEF&CC, Government of India. **The study/reports shall meet all the requirements of PESO for handling Ammonium Nitrate at the proposed berth of Cochin Port.**

The Scope of Work/Assignment and duties of the consultant shall be as detailed in **Appendix-I Terms of Reference (ToR).**

1.2 Request for Proposal / Bid:

Cochin Port invites Bids for selection of an Accredited EIA Consultant of MoEF&CC/ National Accreditation Board for Education and Training (NABET) under sector/category of 'Ports, harbor, jetties, marine terminals, break waters and dredging' for "**Providing consultancy services for Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port**" who shall prepare the Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study report, covering the Scope of work/ Assignment as per ToR, and as per the latest guidelines/ circulars/ notifications of MoEF&CC, for submission to PESO for approval in connection with handling import of Ammonium Nitrate at Q7 berth of Cochin Port. They shall also assist Cochin Port for obtaining NoC from Petroleum and Explosives Safety Organisation (PESO) for the subject project.

CoPA intends to select the Consultant through competitive bidding from accredited EIA Consultant of MoEF&CC/ National Accreditation Board for Education and Training (NABET), under sector/category of 'Ports, harbor, jetties, marine terminals, break waters and dredging' in accordance with the procedure set out herein.

OUTSOURCING / SUBCONTRACTING IS NOT PERMITTED FOR THIS ASSIGNMENT.

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 making a visit to the Project Site, sending written queries to the Authority etc.

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 **at the time of submission of Bids** and scanned copy of the same shall be attached with the e-tender.

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 found responsive in the evaluation of Technical Bid, shall be opened later. Contract will be awarded to the bidder whose bid has been determined to be responsive and who has offered the lowest lumpsum consultancy fee for the assignment

1.7 Schedule of Selection Process

The Port would endeavor to adhere to the following schedule:

1. Last date for receiving queries/clarifications :23-03-2023
2. Proposal/ Bid Due Date or PDD :03-04-2023
3. Opening of the Bid :03-04-2023
4. 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

1.9 Pre-Bid Meeting : NIL

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.

1.10 Communications

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

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

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

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

Tender No.
Tender Name.....

SIGNATURE OF THE BIDDER

SECTION-2

SITE INFORMATION

2. SITE INFORMATION

2.1 INFORMATION ON COCHIN PORT

The Cochin Port, one among the thirteen Major Ports of India, is the fastest growing maritime gateway to the peninsular India. This all weather natural port is strategically located close to the trunk sea routes from Europe to Australia and to Far East. The diversion distance to Cochin from this trunk route is only 76 nautical miles. There is only 11 nautical miles diversion from the Singapore - Gulf sea route to Cochin. No other Indian major port enjoys this proximity to maritime highways.

Cochin Port is located on the South West Coast of India in the state of Kerala at latitude 9° 58' N and longitude 76° 16' E. The existing harbour basin is within the naturally protected area of Cochin lagoon. The entrance of the Port is through the Cochin Gut between the peninsular headland of Vypeen and Fort Cochin. The approach channel to the Port up to the Cochin Gut is about 13 km long having a width of 260m for a length of 11km and 286m for the remaining length. Dredged depth varies from (-) 15.95m at Gut to (-) 17.4m at outer channel, maintained throughout the year. Main facilities of the Port are located on the artificially created Willingdon Island.

Cochin Port, India's first e-Port is an ISO: 9001-2008 certified port complying with all ISPS and MARPOL regulations offering round the clock navigation throughout the year.

The Port is well connected with Railway & National Highway network, which gives easy access to the other parts of the country. The Cochin International Airport is situated about 40 km away from the Port.

2.2 EXISTING PORT FACILITIES

2.2.1 The existing Port facilities are located mainly on W/Island, having an area of about 385 hectares. The Island divides the navigational channel into the Ernakulam channel and the Mattancherry channel, inside the harbour. In addition to the above, an area of about 180 hectares at Vallarpadam and 286 hectares at Puthuvypeen falls under the jurisdiction of Cochin Port, where various developmental activities are now in progress.

2.2.2 There are two wharves on W/Island, viz., Mattancherry Wharf and Ernakulam Wharf. The Mattancherry Wharf is 670 m long with four along side berths and the Ernakulam Wharf is 917m long with five along side berths. There are three oil berths, viz., Cochin Oil Terminal (COT), North Tanker Berth (NTB) and South Tanker Berth (STB) which can accommodate 1,15,000 DWT, 30,000 DWT and 18,000 DWT vessels respectively. Other berthing facilities comprise of a Fertilizer Berth, which can accommodate vessels of 60,000 DWT, one Boat Train Pier, which can accommodate 35,000 DWT vessels and two jetty berths for miscellaneous cargo with capacity for vessels upto 12,000 DWT and 35,000 DWT.

2.2.3 The existing facilities include the following:

- 16 Berths including 3 oil jetties
- Round the clock pilotage
- Dedicated facilities to handle bulk/break bulk as well as a variety of liquid cargo.
- Storage spaces
- Single Buoy Mooring (SBM) for crude handling.
- Port Based Special Economic Zones (PBSEZs)

Govt. of India has notified an area of 285.8413 ha. at Puthuvypeen and 110.4465 ha at Vallarpadam as Port Based Special Economic Zones. The installations at Puthuvypeen SEZ include Shore Tank farms of BPCL-KR, LNG Regasification Terminal by M/s Petronet LNG Ltd. (PLL) and LPG Import Terminal & Multi User Liquid Terminal being implemented by IOCL. International Container Transshipment Terminal by M/s India Gateway Terminal Private Ltd, a subsidiary of DP World is operational at Vallarpadam SEZ.

2.3 Project Location

The project is located inside the Ernakulam Wharf at Q7 berth area of Cochin Port. The Location Plan is given as under.



2.4 Oceanographic Data

2.4.1 Tides

Cochin experiences semi diurnal tides. The tidal levels as per Naval Hydrographic Chart No.2004 are as follows:

Highest High Water Level	:	+1.20m
Mean High Water Spring (MHWS)	:	+0.92m
Mean Low Water Spring (MLWS)	:	+0.80m
Mean Sea Level (MSL)	:	+0.582m
Mean High Water Neap (MHWN)	:	+0.60m
Mean Low Water Neap (MLWN)	:	+0.30m
Lowest Low Water Level	:	+0.20m

2.4.2 Waves

The wave climate in the sea is governed by the South West monsoon when wave action can be strong with prevailing wave directions from north-west to south-west. Deep water (15m) wave observations in the past indicate the significant wave heights of 4m, 2m and 1m at the water depths of 10m, 5m and 2m respectively, the predominant wave direction being west.

Wave action inside the harbour is insignificant because of narrow entrance between Cochin Gut and Fort Cochin and the configuration of the land. Generally calm conditions prevail throughout the year except during the times of extreme wind action.

2.4.3 Current

The currents along the coast of Cochin consist of tide, Wave and Wind induced components. As per observations the maximum current velocities at the Cochin Gut during the non-monsoon periods is of the order of 3 knots, which could increase to as high as 5.5 knots during the monsoon periods. Inside the harbour the current velocities relatively are low, of the order of 0.5 knots only, with directions varying at different locations. Maximum flood velocities during the monsoon were observed at the bottom due to density currents.

2.4.4 Littoral Drift

The Littoral Drift influenced by the monsoon is southwards during south-west monsoon period and northwards during non-monsoon period. Though this contributes to the siltation in the approach channel, it has no direct impact in the inner Channels.

2.4.5 **Bathymetry**

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

2.5 **Climatology and Meteorology**

2.5.1 **Temperature and Humidity**

Temperature at Cochin varies from about 23° to 32.5°C. There are not much distinct seasonal variations in the temperature, which is more or less uniform throughout the year. However, highest temperature tends to occur in the months of March to May. Low temperatures occur during December and January.

The Humidity is high throughout the year. From June to September, during monsoon, the humidity ranges from 95% to 100%. From October to January it comes down to 50% to 70%. During the summer months of February to May average humidity is about 60%.

2.5.2 **Winds and Cyclones**

The wind speed and wind direction is determined by the season and by the daily temperature differences between land and sea. The predominant wind direction during the monsoon period i.e. from June to September is west to south-west and the effect of land breeze is not dominant during this period.

During the non-monsoon periods, the predominant wind direction is from north-east during the morning and west during the evening, which shows influence of land breeze.

The maximum wind speed observed was of the order of 112 kmph from WSW direction.

Cochin lies beyond the cyclone belt and therefore the risk of cyclones is negligible.

2.5.3 **Rainfall**

The maximum rainfall usually occurs during the SW monsoon period i.e. from June to September. The annual rainfall in the region varies between 2500 to 3500 mm.

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 providing the required services are invited from the accredited EIA consultants of MoEF&CC/ National Accreditation Board for Education and Training (NABET) under sector/category of 'Ports, harbor, jetties, marine terminals, break waters and dredging'. In case a Bidder/firm possesses the requisite experience and capabilities required for undertaking the Consultancy, 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 Consultant shall be on the basis of an evaluation by the Port through the Selection Process specified in this bid document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Port's decisions are without any right of appeal whatsoever.

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-XIV*. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at *Appendix-XI*.

3.2 Conflict of Interest

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

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the

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

3.2.3 Prohibition of conflicting activities

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

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

3.2.4 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) Consultants should be deemed to be in a Conflict of Interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Consultants should avoid both actual and perceived Conflict of Interest.
- 3) Conflict of Interest may arise between the Authority and a Consultant or between Consultants and present or future Concessionaries/ Contractors. Some of the situations that would involve Conflict of Interest are identified below:
 - a) Authority and Consultants
 - i) Potential Consultant should not be privy to information from the Authority which is not available to others; or
 - ii) Potential Consultant should not have defined the Project when earlier working for the Authority; or
 - iii) Potential Consultant should not have recently worked for the Authority overseeing the Project.
 - b) Consultants and Concessionaires/Contractors:
 - i) No Consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential Concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or

- ii) no Consultant should be involved in owning or operating entities resulting from the Project; or
- iii) no Consultant should bid for works arising from the Project.

The participation of companies that may be involved as investors or consumers and officials of 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 Consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Consultants become aware of them.
- 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 Consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding Conflicts of Interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Consultant coupled with provision of safeguards to the satisfaction of the Authority.
- 6) Another way to avoid Conflicts of Interest is through the appropriate grouping of tasks. For example, conflicts may arise if Consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 7) Another form of Conflict of Interest called “scope-creep” arises when Consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Consultants to extend the length of their assignment.
- 8) Every project contains potential Conflicts of Interest. Consultants should not only avoid any Conflict of Interest, they should report any present/ potential Conflict of Interest to 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 accredited EIA consultants of MoEF&CC/ National Accreditation Board for Education and Training (NABET) under sector/category of 'Ports, harbor, jetties, marine terminals, break waters and dredging' 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 Consultant 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 Consultant's own expense. Permission, if required, to visit the Port/Project Site will be given 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**.

3.10 Clarifications

- 3.10.1 The Bidders who need clarifications on any specific issue shall inform the Employer in writing latest by before **28-03-2023** at the address given in the **Clause 1.10**. No queries/clarifications on Bid document shall be entertained after this date.
- 3.10.2 The Authority shall endeavor to respond to the queries within the period specified therein but not later than 3 (Three) 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.
- 3.10.3 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.

3.11 Amendment to Bid document

- 3.11.1 At any time prior to the due date for submission of the Bid, the Chief Engineer may for any reason, whether at 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 Authority may, at its discretion, extend the due date for submission of Bid and bid extension notice shall be hosted in the web sites only.
- 3.11.2 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.
- 3.11.3 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Engineer, COCHIN PORT AUTHORITY, Cochin -682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder/Consultant.

C. PREPARATION, SUBMISSION AND EVALUATION OF THE PROPOSAL

3.12 Language of the Bid

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

3.13 Format and Signing of Proposal

3.13.1 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.

3.13.2 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.

3.14 No Alternative Proposals by Bidders:

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

3.15 The Proposal/ Technical Bid

3.15.1 Bidders shall submit the proposal in the format at **Appendix-II** including list of all documents accompanying the Bid.

3.15.2 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.
- (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) Certificate of Accreditation under the sector/category of **Ports, harbor, jetties, marine terminals, break waters and dredging**, valid during the entire contract period for carrying out the above.
- (viii) The details of the staff/professionals, who will be engaged for the consultancy work (Key Personnel) including their CVs indicating the qualifications, areas of skill, with their previous experience in similar works, shall be submitted along with the Bid in *Appendix-V*.
- (ix) An undertaking that no changes have been made in the Bid document in *Appendix -VI*.
- (x) An undertaking regarding illegal method for influencing Bid process in *Appendix -VII* and disclosure of payment made/ proposed to be made to the intermediaries in connection with the Bid in *Appendix - VIII*.
- (xi) An undertaking that Financial Quote is not conditional, as per *Appendix-IX*.
- (xii) Bank information for e- Payment system as per *Appendix - XII*.
- (xiii) Undertaking for Financial Quote as per *Appendix – XIII*

3.16 Financial Quote /Price Bid

- 3.16.1 Applicants shall submit the financial proposal **in e-tendering mode** only in the formats at *Appendix-XIV* clearly indicating the total cost of the Consultancy in lump sum charges/fees (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 charges / fees 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 fees/ charges quoted by the Bidder shall be paid as stage wise payments as prescribed in **Clause 3.6 of ToR** at **Appendix – I**. Income Tax, Professional Tax and any other tax as per statutory provisions of Govt. of India and Kerala State shall be deducted by the CoPA from each 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.

b) The Bidder shall specify the PAN No. allotted to him so that CoPA can ascertain his liability to the Income Tax Department.

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

3.17 Submission of Bid

3.17.1 Bid shall be submitted **through e-tender mode** before 15.00Hrs on **03-04-2023**.

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/COPT.

3.17.3 Financial Proposal (Schedule-II) in the provided format shall be submitted only through e-tendering mode on www.tenderwizard.com/COPT. **In no case shall filled in 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, 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 before 15.00 hrs. on the due date of opening of bids i.e. 03-04-2023**

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.

3.18 List of Documents to be submitted:

3.18.1 **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 XIII**, 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.

3.18.2 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**)

3.19 Late Bids

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

3.20 Opening of Technical Bids

3.20.1 The Officer inviting the Bids or his duly authorized assistant will open the bids, on-line, in the presence of intending Bidders who may be present at the time in person or through their authorized representative.

3.20.2 **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.**

3.20.3 If all Bidders have submitted unconditional Bids together with requisite Bid Security/EMD, then all Bidders will be so informed.

3.20.4 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/or the requirements of Technical evaluation are not met with**, then that Bid will be rejected. The Financial Quote submitted in e- mode will not be opened in that case.

3.20.5 In the event of a tender being rejected, the Earnest Money paid with such unaccepted tender shall be refunded to the Bidder.

3.20.6 Opening of Financial Quote:

Financial Bids of those Bidders found responsive in the evaluation of Technical Bid will be opened later. The date and time of opening of Financial quote will be announced in the e-tender portal; separate communication will not be sent to the bidders. 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.

3.21 Proposal /Bid Evaluation

3.21.1 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.

3.22 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.

3.23 Acceptance of Bid

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

3.24 Currency

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

D. APPOINTMENT OF CONSULTANT

3.25 Negotiations

3.25.1 The lowest Bidder may, if necessary, be invited for negotiations for exploring possibility of reducing price and for re-confirming the obligations of the Consultant 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.

3.25.2 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.

3.26 Substitution of Key Personnel

3.26.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any

incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

- 3.26.2 The Employer expects all the Key Personnel to be available during implementation of the Agreement. The Employer will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Employer. As a condition to such substitution, a sum equal to 2% (two per cent) of the accepted basic cost of the assignment shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 5% (five per cent) of the accepted basic cost of the assignment. Any further substitution may lead to disqualification of the Bidder or termination of the Agreement.
- 3.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

3.27 Award of Work

- 3.27.1 The Financial Quote of only those bidders who meet the tender requirements relating to EMD, Cost of Tender Document and found responsive in the evaluation of Technical Bid, shall be opened later. Contract will be awarded to the bidder whose bid has been determined to be responsive and who has offered the lowest lumpsum consultancy fee for the assignment
- 3.27.2 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/ Consultant shall constitute a contract between the Consultant and Cochin Port, till the signing of the formal agreement.

3.28 Signing of Agreement

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

3.29 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 consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
 - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.30 Commencement and Completion of Work

The Consultant shall commence the Work within 7 (seven) days on receipt of Letter of Intent by facsimile or email by the Consultant 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 Chairman, Deputy Chairman or the Chief Engineer or any other officers, so nominated by the Board.
- b) **“Bidder/Consultant(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.
- f) **“Work/ Assignment”** means the works to be executed by the Consultants detailed in this Bid Document including Terms of Reference.
- g) **“Date of Commencement of Work”** means the actual date on which the Consultant takes over the Assignment **OR** the seventh day from receipt of Letter of Intent (work order) by facsimile or email by the Consultant, whichever is earlier.
- h) **“Bid Document/ Tender Document/ RFP”** means this document inviting bids from the Consultants for the Assignment.
- i) **“Proposal/Bid”** means the Tender document in response to which the Consultant’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.25,000/-**. 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 Consultant, suitable extension shall be granted.

4.5 Care and diligence

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

Employer for the proper, timely, efficient and effective execution of their duties.

- 4.5.2 The Consultant 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 Consultant 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 Consultant'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 Consultant shall treat all the documents and information received from CoPA and all other related documents/communications including the documents prepared by the consultant as part of this consultancy work in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not divulge any such information unless CoPA authorizes the consultant in advance in writing. Further, the Consultant shall return all the documents received from CoPA from time to time after completion of the Work related to those documents. **The Successful Bidder / Consultant 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 Consultant, suspend in whole or in part, payment due thereafter to the Consultant under the contract:

- a) A default shall have occurred on the part of the Consultant in the execution of the contract.
- b) Any other condition which makes it unable for either party by reason of "Force Majeure" as referred to in **Clause 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 Consultant, 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 Consultant of the suspension of payment to the Consultant under the contract.
- b) In any event, CoPA may terminate the contract at any time by giving not less than two weeks prior notice to the Consultant.

4.9.2 Termination of the Work by the Consultant

The Consultant shall promptly notify CoPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the contract. Upon confirmation in writing by the CoPA of the existence of any such situation or event, or upon failure of the CoPA to respond to such notice within 15 (fifteen) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than 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 Consultant 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 Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

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

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

- a) The Dispute in respect of contract of value upto Rs. 1crore shall not be referred for adjudication through arbitration and.

- b) If the value of the contract is exceeding Rs.1 crore and upto Rs.5 crores, the Dispute shall be resolved through arbitration by a sole arbitrator appointed by the Chairman of COCHIN PORT AUTHORITY :
- (i) The Consultant shall within a period of 30 days from receipt of the decision of the Chairman, give notice to the Chairman 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 Consultant shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

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

- d) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Enterprises (CPSEs) / Port Authorities inter-se or CPSE and Government Departments, it shall be referred for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

- 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 Chairman 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 Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

- 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 Chairman 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 Consultant

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

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant under this contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the employer. The Consultants may retain a copy of such

documents. However, the Consultant shall not use these documents for purpose unrelated to this Contract without prior approval of the employer.

4.15 Facilities to be made available to the Consultant

The COCHIN PORT AUTHORITY would provide access to all available documents and data relating to the port, that may be reasonably needed for the proposed assignment of the Consultant as highlighted in this Bid Document.

4.16 Performance Security

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-X** 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.

4.16.2 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing/refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as Consultant's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the Consultant and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.

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

The Consultant: (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

Consultant 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 Consultant shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract. The expenses if any, incurred by CoPA on the above will be recovered from the Consultant from any amount that may be due from CoPA to the Consultant. If any accident or injury or death is sustained by any worker, the Consultant should immediately take necessary action for providing medical aid at his own cost and inform the concerned Employer and the authorities of Kochi 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 Consultant is required to carry out any additional work outside the scope of the study as required by CoPA, the Consultant shall perform such services, on terms and conditions to be mutually agreed upon by both the parties, at the discretion of the port.

SIGNATURE OF THE BIDDER

APPENDICES

**PROVIDING CONSULTANCY SERVICES FOR QUANTITATIVE RISK ANALYSIS
ALONG WITH CLOSURE REPORT AND ENVIRONMENTAL IMPACT
ASSESSMENT STUDY WORKS IN CONNECTION WITH HANDLING
AMMONIUM NITRATE AT Q7 BERTH OF COCHIN PORT**

TERMS OF REFERENCE (ToR)

1. BACKGROUND:

The existing Port facilities are located mainly on W/Island, having an area of about 385 hectares. There are two wharves on W/Island, viz., Mattancherry Wharf and Ernakulam Wharf. The Mattancherry Wharf is 670 m long with four along side berths and the Ernakulam Wharf is 917m long with five along side berths. There are three oil berths, viz., Cochin Oil Terminal (COT), North Tanker Berth (NTB) and South Tanker Berth (STB) which can accommodate 1,15,000 DWT, 30,000 DWT and 18,000 DWT vessels respectively. Other berthing facilities comprise of a Fertilizer Berth, which can accommodate vessels of 60,000 DWT, one Boat Train Pier, which can accommodate 35,000 DWT vessels and two jetty berths for miscellaneous cargo with capacity for vessels upto 12,000 DWT and 35,000 DWT.

Now, Cochin Port Authority (CoPA) proposes to handle import of Ammonium Nitrate at Q7 berth of Ernakulam wharf at W/Island.

2. OBJECTIVE OF ASSIGNMENT:

In terms of Ammonium Nitrate Rules 2012, Port is required to be notified by Ministry of Ports, Shipping Waterways (MoPS&W) for facilitating handling this cargo. In this regard Port has been directed to obtain 'No Objection Certificate' from the Petroleum and Explosives Safety Organisation (PESO) and CoPA has to furnish Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study including Disaster Management plan to PESO for the same.

3. SCOPE OF THE CONSULTANCY SERVICES:

Scope includes carrying out Quantitative Risk Analysis along with closure report and Environment Impact Assessment (EIA) study works covering the required EIA studies, Disaster Management Plan (DMP) & Environmental Management Plan (EMP) etc., and submitting reports as per the latest guidelines/ circulars/ notifications of MoEF&CC, Government of India in connection with the project, CoPA proposes to avail the services of an Accredited EIA Consultant of MoEF&CC/ National Accreditation Board for Education and Training (NABET) under sector/category of "Ports, harbor, jetties, marine terminals, break waters and dredging".

The reports shall meet all the requirements of PESO for handling Ammonium Nitrate at the proposed berth of Cochin Port.

The consultant shall provide all technical assistance for submission of reports to PESO for obtaining NoC as well as clearance from MOPS&W, if required, including presentation of the report before the Technical Committee.

4. DELIVERABLES:

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

1. Inception Report : Six Hard copies and one soft copy;
2. Draft report of Quantitative Risk Analysis along with closure report : Six Hard copies & one soft copy and its presentation
3. Draft Report of Environment Impact Assessment (EIA) study works covering the required EIA studies, Disaster Management Plan (DMP) & Environmental Management Plan (EMP) etc.: Six Hard copies & one soft copy and its presentation
4. Final Report of Quantitative Risk Analysis along with closure report : Six Hard copies & one soft copy and its presentation
5. Final Report of Environment Impact Assessment (EIA) study works covering the required EIA studies, Disaster Management Plan (DMP) & Environmental Management Plan (EMP) etc.: Six Hard copies & one soft copy and its presentation
6. Technical and all required assistance for submission of reports to PESO, including presentation before Technical Committee of PESO/ MoPS&W if required.

5. PAYMENT TO THE CONSULTANTS

- 5.1. In consideration of the Services performed by the Consultants under this Contract, the Cochin Port shall make to the Consultants eligible payments in such manner as is provided in clause 6.1 of this ToR. Payment shall be made to the Bank directly.
- 5.2 Remuneration towards Performance of Assignment by the Consultant shall be as per terms and conditions of accepted "Financial Proposal" against invoices of the Consultant.
 - a) The payment towards Performance of Assignment will be made as per **clause TIME AND PAYMENT SCHEDULE**
 - b) The Authority shall pay consultancy fees in Indian Rupees only as per terms and conditions of accepted "Financial Proposal" against invoices of the Consultant.
 - c) In the event of termination of construction contract or removal of contractor, no further payment beyond 15 days shall be made to the Consultant, till it is decided by the Authority, if the services of the Consultant/ personnel are required or not and in which case the entire situation shall be reviewed.
 - d) Payments to be made by the Authority hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant.
 - e) As soon as practicable after the completion of the Services or termination of the Contract, the Consultant shall submit to the Authority, the Final Statement of Eligible payments.
 - f) Final payment pursuant to Financial Proposal shall be made by the Authority only after the Final Statement and the Final Report have been submitted by the Consultant and approved by the Authority. The Consultant shall submit the Final Statement to the Authority within 120 calendar days of the date of

approval by the Authority of the Final Report. Should any discrepancy be found to exist between the actual payments made by the Authority and the costs authorized to be incurred by the Consultant pursuant to this Contract, the final payment shall be adjusted by the Authority to reflect such discrepancy. The Consultant shall reimburse any amount that the Authority has paid or caused to be paid in accordance with this Section in excess of the costs actually incurred to the Authority within 3 days after receipt by the Consultant of notice thereof.

- g) Authority shall pay to the Consultants the amounts claimed within 21 (twenty one) calendar days after receipt of satisfactory statements and supporting documents. The Authority may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.
- h) Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- i) Payments shall be made in accordance with Clause 6.1. No interest is admissible on outstanding amounts by the Authority.

6. REMUNERATION

It is understood that the Lumpsum Fee quoted by the Consultants shall be the all inclusive firm price (excluding GST) which shall be valid till completion of all related works and it shall cover: (A) such salaries and allowances as the Consultants shall have to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of back supporting by home office staff not included in the Personnel listed and (C) the Consultants' fee, (D) bonuses or other means of profit-sharing, if any and (E) all other expenditure involved in providing the Services as per the agreement which are not specifically stated herein above.

6.1. TIME AND PAYMENT SCHEDULE

The total duration envisaged for the assignment is 2 months. Time schedule for important Deliverables of the Consultancy and the Payment Schedule linked to the specified Deliverables are given below:

Sl. No.	Description of Deliverables	Time Schedule wrt Date of Commencement	% of Total Consultancy Fee
1	Inception Report :	2 weeks	10
2	Draft report of Quantitative Risk Analysis along with closure report and its presentation	5 weeks	20
3	Draft Report of Environment Impact Assessment (EIA) study works covering the required EIA studies, Disaster Management Plan (DMP) & Environmental Management Plan (EMP) etc and its presentation, as required	5 weeks	20

4	Final Report of Quantitative Risk Analysis along with closure report : Six Hard copies & one soft copy and its presentation	7 weeks	20
5	Final Report of Environment Impact Assessment (EIA) study works covering the required EIA studies, Disaster Management Plan (DMP) & Environmental Management Plan (EMP) etc and its presentation	7 weeks	20
6	On Submission to PESO by CoPA...	2 months	10
	TOTAL	2 months	100

In case for any reason the Assignment is foreclosed, percentage payment due upto the completed stage will be made as indicated above and in case Assignment foreclose in the middle of any indicated stage, pro-rata payment shall be made for the completed services as assessed by the Authority and the Authority's decision in this regard shall be final.

6.2. DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY

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

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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: Providing consultancy services for Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port.

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 Consultant for Providing Consultancy for preparation of Detailed Project Report and Tender Document for the proposed Green Warehouse project in Mattancherry Wharf at Cochin Port under EPC/PPP Mode. 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 Consultant 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 Consultant, 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 Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 13. The **Bid Security of Rs.25,000/-** (Rupees Twenty five Thousand 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 Consultant, I/we agree to enter into an Agreement in accordance with the form at **Appendix-XI** 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 Apostille 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

SHEET-1: COMPOSITION OF THE TEAM PERSONNEL AND TASK(S) OF EACH TEAM MEMBER FOR THE CONSULTANCY WORK

Sl. No.	Name of person	Position	Task*
1			
2			
3			

* The tasks assigned to each Key Personnel for providing the consultancy work under this Bid are to be provided in this column.

**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 “CONSULTANT” which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns), a “Contract” by issue of Port Authority ‘s work order dated the same having been unequivocally accepted by the CONSULTANT resulting in a Contract bearing No..... dated..... value at..... for and the CONSULTANT having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to, to Port Authority.

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

affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against consultant, and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between Port Authority and CONSULTANT or any other course of remedy or security available to Port Authority. The Bank shall not be released of its obligations under these presents by any exercise by Port Authority of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Port Authority or any other indulgence shown by Port Authority or by any other matter or thing whatsoever which under Laws would, but for this provision, have the effect of relieving the Bank.

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

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

Dated thisday of2023

WITNESSES:

.....
(Signature)(Signature)

.....
(Name)(Name)

Bank's Rubber Stamp

.....
 (Name) (Name)

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

+ Attorney as per Power of Attorney

No.

Dated

Notes:

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

FORM OF AGREEMENT

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

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

WHEREAS the Employer is desirous that certain tasks to be performed by the Consultant viz. “Providing consultancy services for Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port” (hereinafter called “The work”) and has accepted a Proposal by the Consultant as referred in the assignment **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Bid Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Proposal Document for “Providing consultancy services for Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port”.
 - (b) All amendments to the Bid documents for “Providing consultancy services for Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port”. in the form of “Addendum” or otherwise as issued by the Employer including queries from Bidders and its reply by the Employer, if any prior to submission of the Bids.
 - (c) Qualification, Experience and Team composition submitted as part of The Proposal by the Consultant.
 - (d) Lumpsum Consultancy fee quoted as part of Price Bid by the Consultant.
 - (e) Acceptance letter issued by the Employer vide No..... dated and all correspondence exchanged between the Employer and the Consultant up to the date of issue of acceptance letter as specifically referred to in the said acceptance/award letter.
3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.

4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works the contract price at the times and in the manner prescribed in the Bid Document and accepted by the Consultant.

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

SIGNED, SEALED AND DELIVERED

By the said:

By the said:

.....

.....

Name:.....

Name:.....

On behalf of the Consultant in the of :

On behalf of the Employer Presence in the Presence of :

Name :.....

Name:.....

Address:.....

Address:.....

.....

.....

.....

.....

COCHIN PORT AUTHORITY

**Providing consultancy services for Quantitative Risk Analysis along with closure report
and Environmental Impact Assessment study works in connection with handling
Ammonium Nitrate at Q7 berth of Cochin Port**

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: Providing consultancy services for Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port

~~~~~

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 6.1 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.*



**FINANCIAL PROPOSAL FOR ASSIGNMENT**

**Name of Assignment:** Providing consultancy services for Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Total Lumpsum charges/Fees in Indian Rupees.)                  |                                                             |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (in Figures)                                                   | (in words)                                                  |
| 1       | Providing Consultancy for carrying out Quantitative Risk Analysis along with closure report and Environmental Impact Assessment study works in connection with handling Ammonium Nitrate at Q7 berth of Cochin Port; 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 submission of reports stated under this assignment, sundries / all other expenditure and all taxes, levies and duties but excluding GST. | <i>( to be submitted in e-tender mode only in schedule II)</i> | <i>( to be submitted in e-tender mode only schedule II)</i> |

