



# COCHIN PORT TRUST

Civil Engineering Department

E-Tender No. T15/T-1946/2021-C

NOTICE INVITING REQUEST FOR PROPOSAL  
FOR

Construction of International and Domestic Cruise Terminal and  
Other Allied Facilities at Mormugao Port Trust, Goa through  
Engineering Procurement Construction (EPC) contract



VOLUME-I

JUNE 2021

Chief Engineer, Cochin Port Trust  
Willingdon Island, Cochin-682009, Kerala  
[www.cochinport.gov.in](http://www.cochinport.gov.in)

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## Disclaimer

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Bidders, in documentary or any other form by or on behalf of the Authority or any of its Consultants, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the **Construction of International and Domestic Cruise Terminal and Other Allied Facilities at Mormugao Port Trust**. Such assumptions, assessments and statements do not purport to contain all the information that each Bidders may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its Consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.



The issue of this RFP does not imply that the Authority is bound to select an Bidder or to award the work to the Selected Bidder, as the case may be.

The Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## SALIENT FEATURES OF THE PROJECT

### 1. LOCATION:

The site for the Project is on the Headland Sada area of the Mormugao Port and is located close to the Break Water.

Mormugao Port Trust (MPT) is a major seaport of India situated in the State of Goa, on the Western coast. The Port is linked to all major centres within the country by rail and road. Goa has both Domestic and International Airports which are well connected to major National and International destinations.

### 2. BACK GROUND:

There is a dedicated berth for cruise vessels and a small terminal building. The berth is capable of berthing vessels up to 9.50 m depth.

Cruise calls at MPT is poised to grow with more International cruise calls as also on account of the domestic cruise market opening up. MPT is looking to create additional berthing facilities and a separate cruise terminal building for International cruise vessels and domestic cruise vessels. Other works include landscaping and beautification of the area, paving, parking facilities and other amenities required for the passengers.

Apart from cruise related activities, MPT is also planning to commence ferry and Ro- Ro, Ro-PAX services.

### 3. THE PROJECT OVERVIEW:

The Project is situated near the Breakwater berth having an area of 13.4 acres with 4 sheds which are required to be partially dismantled and to be used as new construction area and partly to be refurbished/replenished for development of cruise terminal and other ancillary facilities.

The objective of the EPC contract is to develop an International and Domestic Cruise Terminal with allied facilities by partially dismantling and refurbishing the existing 4 numbers sheds at the Project location for meeting the requirements of Cruise passengers.

Following are the details of the present infrastructure/sheds available:

- Existing berths - (450x26) m – in good condition – for cruise vessels
- (190x16) m - to be refurbished by other agencies – for cruise vessels
- (194x18) m - in good condition – for ferry services
- Slipway - to be refurbished by other agencies - for Ro-Ro, Ro-Pax

Sheds	1. (132m x27 m)-	to be refurbished in this contract
	2. (81mx17 m) -	to be refurbished in this contract
	3. (106mx17m) -	to be refurbished in this contract
	4. (82mx17m) -	to be refurbished in this contract
Parking area, Roads & landscaping -		to be developed under this contract

### **Proposed Cruise Terminal Facilities:**

The State of Art Terminal Building will house the International Cruise Terminal and Domestic Cruise Terminal.

International Cruise Terminal will have 24 immigration counters, 10 check - in counters, waiting lounge, baggage carousel etc.

Domestic Cruise Terminal will have 12 check - in counters, waiting lounge, baggage carousel, etc.

Other facilities include Duty free retail shops, lounges, food court etc.

The Ancillary Commercial Building will have an experiential shopping zone aimed at Cruise Tourists and also made accessible to the general public.

Ferry Terminal facilities will be provided.

There will be area for parking, landscaping and beautification, with internal road network and utilities.

The facilities of the proposed infrastructures /complex development are as follows:

- International and Domestic Cruise Terminal – 9900 sqm
- Ancillary Commercial Building – 3700 sqm
- Electrical (HT/LT), Air-Conditioning (HVAC System using Precision/VRV/VRF Air-conditioners in row cooling system etc), Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Access Control, Public Address System, Fire & Safety Systems and integrating it with Building Management System), Security system, landscaping, Networking & IT Systems and all essential and ancillary services as required in a state of art International and Domestic Cruise Terminal.

## **4. PROJECT CONSULTANTS**

MPT has appointed Cochin Port Trust (CoPT) as Project Management Consultant (PMC) for the project. M/s. Team One India Pvt. Ltd is the Architectural Engineering Design Consultant (AEDC), appointed by the MPT.

No.:-T15/T-1946/2021-C

Dated 22/06/2021

## NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR

### Construction of International and Domestic Cruise Terminal and Other Allied Facilities at Mormugao Port Trust, Goa, through Engineering, Procurement and Construction (EPC) Contract.

- 1.1. Electronic Bids (e-bids) in sealed cover in the prescribed proforma are invited on behalf of Mormugao Port Trust (MPT) in Single Stage Two Cover system from experienced, resourceful and bonafide reputed firms with proven technical and financial capabilities of executing project of similar nature with experience in EPC project, for the work of Construction of International and Domestic Cruise Terminal and other allied facilities at Mormugao Port Trust, Goa, through Engineering, Procurement and Construction (EPC) Contract.

- |  |  |
|--|--|
| 1. Name of the work.                               | :Construction of International and Domestic Cruise Terminal and Other Allied Facilities at Mormugao Port Trust, Goa, through Engineering, Procurement and Construction (EPC) Contract. |
| 2. Cost of the Bid documents (non- refundable)     | : Rs.10,500/- including GST @ 5%   |
| 3. Estimated cost                                  | : Rs.7900 lakhs excluding GST  |
| 4. Period of contract                              | : 18 (Eighteen) months from the Date of Commencement   |
| 5. Earnest Money Deposit (EMD)                     | : NIL. However, EMD Declaration as per prescribed proforma shall be furnished  |
| 6. Period of issue of Bid Documents                | : 25.06.2021 to 17.00 Hrs on 19.07.2021  |
| 7. Last date and time of submission of Bid         | : 15.00 hrs IST on 20-07-2021  |
| 8. Date and time of opening of Bid (Technical Bid) | : 15.30 hrs IST on 20-07-2021  |
| 9. Pre-Bid meeting.                                | : 02-07-2021 through Video Conferencing  |

1.2. Bid Document can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified above by making online requisition. Bid Document will also be available in Cochin Port website ([www.cochinport.gov.in](http://www.cochinport.gov.in)) as well as Central Public Procurement Portal (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, CoPT, along with the submission of Bid. Bidders are also permitted to pay the cost of Bid Document by online mode (NEFT/RTGS). Bank Account details of Cochin Port Trust is attached at Appendix - I. The Bidders shall upload the proof of payment made towards cost of Bid Document along with the Bid Document while submitting the Bid electronically in the e-Tendering Portal.

**The online Pre-Bid meeting is scheduled to be held at 15 Hrs on 02.07.2021.** The perspective Bidders are required to submit written Pre-Bid queries to the Email address [ce@cochinport.gov.in](mailto:ce@cochinport.gov.in). Intending Bidders may participate in the online Pre-Bid meeting, link for which will be forwarded beforehand.

- 1.3. The Bidders need to obtain the one time User ID & password for log-in to in e-Tender system from the service provider KEONICS by paying registration amount of Rs.1124/-by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore.
- 1.4. 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.080-40482000 / 9746118529 / 9605557738.
- 1.5. Tenders shall be submitted "online" strictly in accordance with the Instructions to Bidders and terms & conditions given in the Bid Document.
- 1.6. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the Bidders etc., if any, issued by the Employer, from the e-Tendering Portal / CoPT Website / CPP Portal before submission of the Bid. Any shortfall in uploading the said Addenda/ Amendments/ Errata/ Replies to the queries of the Bidders etc. duly signed along with the downloaded documents while uploading the Bid, will render the Bid incomplete and incomplete Bid documents may be rejected.
- 1.7. All Bids are to be submitted online only on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). No Bids shall be accepted off-line (Hard copy).
- 1.8. Cochin Port Trust will not be held responsible for any technical snag or network failure during online Bidding. It is the Bidder's 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 Trust 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.

- 1.9. **Bid Security / EMD is not applicable for this Bid. Instead “Bid Security / EMD Declaration” in lieu of EMD as per prescribed proforma shall be furnished by the Bidder.**
- 1.10. The Bidder shall submit Originals of: (i) DD /Pay Order/ Banker’s Cheque towards the Cost of Bid Document; (ii) EMD Declaration; (iii) Power of Attorney in favour of signatory(s) to the Bid; (iv) Power of Attorney in favour of signatory(s) to the Bid in the case of JV; (v) JV/Consortium Agreement; (vi) Power of Attorney for Lead Member of JV, if applicable; and (vii) Pre-Contract Integrity Pact; along with letter of submission in a sealed cover to the Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA, before opening date and time of the Bid. Non submission of original financial instrument towards cost of Bid Document, EMD Declaration, Power of Attorney as stated above and Pre-Contract Integrity Pact, before opening date and time of the Bid, will be liable for rejection.
- 1.11. The work involves “Construction of International and Domestic Cruise Terminal and Other Allied Facilities at Mormugao Port Trust, Goa through Engineering, Procurement and Construction (EPC) Contract.” The details given in the Scope Matrix, Drawing, Special Conditions of Contract and Milestones are only indicative and the Bidders have to assess the exact work requirement through their own means and sources and accordingly, costing shall be done for the work. It is made clear that the above said statement regarding indicative details of works to be executed does not attract any liability on the Port and the Port cannot be held responsible with any liability on the strength of the said statement.
- 1.12. The site for work is on the Headland Sada area of the Mormugao Port and is located close to the Breakwater.
- 1.13. 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 the Ministry of MSME for similar nature of works shall be eligible for issue of Bid Document free of cost. They are required to submit documentary proof of such registration along with the offer, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. If the Registration Certificate does not pertain to “Similar Works”, the Bid will be rejected.

## 2. MINIMUM ELIGIBILITY CRITERIA:

### 2.1 EXPERIENCE:

2.1.1 The Bidder shall have proven track record in Detailed Structural and Architectural Design, Engineering, Construction as detailed under Similar Works (Clause 2.1.3 below) and Management of at least one project, in EPC mode in the last 7 (seven) years ending May 2021 and must satisfy the Minimum Eligibility Criteria stated below, for being eligible for further evaluation and selection process.

2.1.2 The Bidders should have experience in 'Similar Works during the last 7 years ending May 2021 and it should be either of the following:-

- One completed Similar Work of contract value not less than Rs 63.20 Crores.
- Two completed Similar Works of contract value not less than Rs 39.50 Crores
- Three completed Similar Works of contract value not less than Rs 31.60 Crores.
- The value of executed works shall be brought to the current costing level by enhancing the actual value of the work upon completion, by using the following enhancement factors.

Year before	Multiplying factor
One year [May,2020]	1.07
Two years [May,2019]	1.14
Three years[May,2018]	1.21
Four years [May,2017]	1.28
Five years [May ,2016]	1.35
Six years [May ,2015]	1.42

**Note:** The Bidders shall enclose the Notary attested copies of work order & completion certificates for Similar Works, indicating performance, date of completion, value of work done etc., from the clients.

2.1.3 **SIMILAR WORKS:** Similar Work means any of the following projects of Civil Engineering Structures including allied Electrical & Mechanical works:

- New Cruise Terminal / Modernization of existing structure for Cruise Terminal
- Shopping Malls
- Multiplexes
- Airport buildings
- Government Buildings (Non-residential), Big Corporate office building
- Hotels

### 2.2 FINANCIAL CAPACITY:

The Bidders should have at least an average annual Turnover of Rs. 23.70 Crores (Rupees Twenty three Crores and seventy lakhs only) during the last three financial years from operations. Copies of the audited Annual Balance sheet including Profit

& Loss Account Statements of last three financial years, viz., 2017-18, 2018-19 & 2019-20 to be submitted in support of claims. Chartered Accountant's statement regarding Turnover is also to be submitted giving his registration number. In case audited financial statements are not available for the last year, statements relating to 2016-17 shall be furnished.

### 2.3 EQUIPMENT CAPABILITIES

The Bidder should own or should have assured ownership to the following key items of equipment in full working order and must also demonstrate that, best on known commitments; they will be available for the work under the proposed contract

Sl No	Name of Equipment
1	Construction crane like Tower Crane of suitable capacity-1 No
2	Batching Plant ( 15- 20 cum capacity ) – 1No.
3	Concrete Pumps of 10 & 15 cum capacity– 1No.
4	Air compressors with pneumatic chisel attachment for cutting hard strata– 1No.
5	Tippers 12 to 14 m3 capacity –2 nos
6	Excavator cum loader with 1 cum bucket capacity – I No.
7	Transit Mixers (4.5 cum capacity) – 2 nos
8	Graders-01 no.
9	Vibratory Rollers -02 nos

#### Note:-

Definite proof of availability of above machineries shall be submitted. For firm arrangements of the above equipment, Bidders shall submit an Undertaking of the equipment supplier on the letter head, signed by the authorized representative.

### 3. Other Eligibility Considerations

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

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, barred by the Central / State Government from participating in any project or financial failures etc.

3.2 The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.

- 3.3 The Bidder should not have been blacklisted /debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts./reputed Private Sector Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years. (Self-declaration to be submitted by the bidder along with their application).
- 3.4 The Bidders having EPF and ESI registration only shall be considered for qualification in the Bids, if applicable, as per EPF /ESI Acts. In case, the Bidder does not have the required number of employees which makes such registration mandatory, an Undertaking to this effect shall be furnished.
- 3.5 **VALIDITY:**  
The Bids shall be valid for a period of 180 days from the date of opening of Technical Bid. CoPT reserves their right to request for extension of validity for a specific time from the Bidders. The request and the response there to, shall be made in writing by post or by Fax/E- mail. However, in the event of the Bidder agreeing to the request for extension, he shall not be permitted to modify his tender; the Bidder shall correspondingly extend the validity of the tender, ie, the extension shall be unconditional.
- 3.6 Bidders are advised to submit their Price Bids based on their own assessment, design and detailed drawings, considering the layout, Technical Specifications, terms and conditions contained in the Bid Document after going through the prevailing conditions at site.
- 3.7 Pre-Contract Integrity Pact (IP) shall cover this Bid throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The Bidders should sign and submit "Pre-Contract Integrity Pact" to be executed between the Bidder and CoPT in a separate envelope superscribed "Pre-Contract Integrity Pact" before due date and time of the Bid. Bids not accompanied by a duly signed "Pre-Contract Integrity Pact" shall be liable for rejection. IP would be implemented through the following Independent External Monitor (IEM) for this tender:

Shri. P R Ravikumar, IRS (Retd.)  
Akshath, No.84,  
First Avenue, Kumaranasan Nagar,  
Elamkulam (PO), Ernakulam - 682020

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

3.8 At any time before the due date for submission of proposals, the Employer may, for any reasons, whether at its own initiative or in response to a clarification requested by the Bidders, modify the documents by amendment and these amendments shall be binding on the bidders. The Addendum/Corrigendum, if any, shall only be hosted in the e-Tender Portal, CPP Portal as well as in the website of the Cochin Port Trust. It is the responsibility of the Bidders to download such Addenda/ Corrigenda hosted in the Portals / Website and submit the same duly signed, upload along with the Bid. In order to afford the Bidders with reasonable time to take Addendum into account or for any other reason, CoPT may, at its discretion, extend the Due Date for Submission of Bid and Bid Extension Notice shall be hosted in the e-Tender Portal, CPP Portal as well as in Cochin Port Trust website.

The undersigned reserves the right to reject/cancel/postpone/amend any one or all Bids at any stage of the Bid, which shall be binding on all Bidders without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

Sd/-

Chief Engineer, Cochin Port Trust  
Willingdon Island, Cochin-682009,Kerala  
[www.cochinport.gov.in](http://www.cochinport.gov.in)

## APPENDIX - I

**ELECTRONIC PAYMENT SYSTEM MANDATE FORM**

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

1.	Vendor Name/Beneficiary Name	COCHIN PORT TRUST
2.	Vendor code	
3.	Permanent Account Number(PAN)	AAALC - 1134F
4.	TAN NO	CHNC04095A
5.	GST NO	32AAALC1134F1ZZ
6.	Particulars of Bank Account	Current Account
	A. Name of Bank	STATE BANK OF INDIA
	B. Name of Branch	Cochin Port Trust
	C. Branch Code	6367
	D. Address	Cochin Port Trust , Willingdon Island -682009
	E. City Name	Cochin
	F. Telephone No	2582614
	G. NEFT/IFSC Code	SBIN0006367
	H. SWIFT Code	SBININBB
	I. 9 digit MICR code on the Cheque Book	682002021
	J. Type of Account	Current Account
	K. Account No	10601197375
5.	Vendor Email-id	ramesh.babu@cochinport.gov.in
		cash@cochinport.gov.in
6.	Date of effect	01.01.2021

## INSTRUCTIONS TO THE BIDDERS

### 4.1 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all local conditions, factors and legislation which may have effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract. No request will be considered for clarifications from CoPT regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided time frame the Employer will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. The Employer shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

### 4.2 OTHER IMPORTANT CONDITIONS

- i. This Bidding procedure is open to all eligible Bidders meeting the Minimum Eligibility Criteria as defined in Clause No.2 of Notice Inviting RFP
- ii. All Bidders shall provide Forms of Bid and Qualification Information. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to Bid.
- iii. Government owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfillment of Minimum Eligibility Criteria.
- iv. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with Clause 4.14.
- v. The Bidder for such qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project.

However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium

- vi. A Bidder may be a company incorporated under the Indian Companies Act, 1956 or a combination of companies with a formal intent to enter into a Consortium Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clauses 4.3 below.
- vii. A Bidder shall not have a conflict of interest (“Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be, in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    1. Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (“Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
    2. subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of

such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity share holding of such intermediary; or

- ii) a constituent of such Bidder is also a constituent of another Bidder; or
- iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concession. a loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- vi) such Bidder, or any Associate thereof has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
- vii) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of CoPT / MoPT in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 4.2 shall include each Member of such Consortium.

#### 4.3 CONDITIONS OF BID SUBMISSION BY JV / CONSORTIUM

Companies/Contractors may jointly undertake Contract/Contracts. Each entity shall be jointly and severally responsible for completing the task as per the Contract; however, one of the partners shall be nominated as the Lead Partner by all the constituent firms. The JV partners should have 26% financial participation and above.

Bid submitted by an unincorporated Joint Venture of Companies (JV) /Consortium of Companies(Consortium), shall comply with the following

requirements:

- a) There shall be a Joint Venture Agreement between the constituent firms specific for the Contract package for which the Bids are submitted. The JV Agreement shall include among other things, the Joint Venture's/Consortium's objectives, the proposed management structure, the proposed distribution of responsibilities both financial as well as technical for execution of the Work, the contribution of each partner to Joint Venture/Consortium operation, the commitment of all partners to jointly and severally liable for due performance, recourse/sanctions within the Joint Venture/Consortium in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
- b) In case of Bid submitted by JV / Consortium, the Minimum Eligibility Criteria (MEC) Except Financial Turnover can be fulfilled collectively by the partners of the Joint Venture/Consortium. However, the Lead Partner of the Joint Venture / Consortium shall meet the Minimum Eligibility Criteria of Financial Turnover. The most experienced partner shall be nominated as the Lead Partner and his nomination shall be evidenced by submitting power of attorney signed by the legally authorised signatories of all the partners. The most experienced partner shall be identified based on the Total Value of Eligible Works done by the partners furnished as per Form-5B of Tender Document. Therefore, documentary proof as in the case of MEC, shall be necessarily produced by the Bidders towards fulfillment of the above condition.
- c) The Lead Partner of the Joint Venture/Consortium will provide suitable experienced personnel for at least 3 (three) positions in the Work during the whole period of Contract execution and a statement to this effect should be included in the Joint Venture / Consortium Agreement.
- d) The Bid and in the case of the Successful Bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- e) The Lead Partner shall be authorised to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture / Consortium and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.

- f) All partners of the Joint Venture / Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- g) EMD declaration shall be furnished in the name of Joint Venture / Consortium only. Non-compliance of the above, will lead to rejection of the Bid.
- h) Performance Guarantee, as required, will be furnished by all partner(s), out of their accounts, in proportion of their participation in Joint Venture.
- i) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Account of the individual partners) to which the individual partners shall contribute their Share Capital and/or Working Capital.
- j) Joint Venture Agreement shall also contain a clause to the effect that the financial obligation of the JV / Consortium shall be discharged through the said JV Bank Account only and also all payments received by JV from the Employer shall be through that account only.
- k) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits Bid in individual capacity is not eligible to be a partner of a JV/Consortium. In case a firm's name appears in more than one Bid, then both Applications/Tenders may be rejected.
- l) Each partner must submit the complete documentation, or portions applicable thereto, required to qualify the firm for Bidding.
- m) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- n) Notwithstanding demarcation or allotment of works among the partners, each partner shall be liable for non performance of the whole Contract irrespective of their demarcation or share of works.
- o) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- p) All the correspondences between the Employer and the Contractor shall be routed through the Lead Partner.
- q) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

- r) A legally binding Joint Venture/Consortium Agreement signed by authorised signatories of all the partners of the JV/Consortium, as per the proforma at Form-14 shall be enclosed with the Bid.
- s) In case, the Joint Venture/Consortium Agreement enclosed with the Bid is not acceptable to the Employer, the JV /Consortium will modify the Agreement so as to be acceptable to the Employer. However, any change in the composition and legal status of the Joint Venture /Consortium before execution of the Contract Agreement is not permitted and it shall lead to rejection of the Bid.
- t) Power of Attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner: (a) to submit Bid, negotiate and conclude Contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the Bidding Process; and (b) in the event of a Successful Bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the Contract including payment, exclusively through Lead Partner, as per the proforma at Form-15, which shall be duly authenticated by a Notary Public or equivalent certifying authority, and enclosed with the Bid.
- u) An Undertaking that all the partners are jointly and severally liable to the Employer for the performance of the Contract shall be enclosed with the Bid.
- v) The Contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the Contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- w) In the event of any partner leaving the JV/Consortium after executing the Contract Agreement for the Work, it shall be intimated to the Employer within 30 days by other partner(s) and such a change shall be permitted at the discretion of the Employer. Failure to do so shall be construed as default of the Contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- x) One of the partners of JV/Consortium should have purchased/downloaded the Bid documents.
- y) Number of partners in JV/Consortium shall be limited to a maximum of

three.

Bids not fulfilling the requirements as above as per the conditions for bid submission by JV/Consortium, the bid shall be liable for rejection.

#### 4.4 EARNEST MONEY DEPOSIT (EMD)

No EMD / Bid Security shall be furnished by the bidder along with the Bid. Instead, Bid Security/EMD Declaration as per Form 17 shall be furnished along with the Bid. In the case of bid submission by JV/Consortium, the EMD Declaration shall be in the name of the JV only. Bids submitted with no/improper EMD Declaration shall be rejected.

EMD Declaration shall specifically bind the Bidder to keep his offer valid for acceptance up to 180 days and to abide by all the conditions of the Employer's Bid Document in the event of the EMPLOYER desiring to award the work against the said bid to the said Bidder.

The Bidder shall be suspended and shall not be eligible to participate in the tenders invited by Cochin Port Trust, for a period of two years from the date of such Suspension Order under the following circumstances based on the EMD Declaration furnished instead of EMD:

(a) If after opening of Bid, the bidder withdraws or modifies his Bid during the period of validity specified in the Bid Documents (including extended validity, if any), or does not accept the correction of the Bid Price pursuant to any arithmetical errors.

(b) If, after the award of work, the bidder fails to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

#### 4.5 CONTENTS OF PROPOSAL DOCUMENT :

The Proposal Document comprises of the contents as mentioned in this document and would additionally include Addenda and/ or corrigenda if any.

#### 4.6 FORMAT OF PROPOSAL:

4.6.1 Bidders would provide all the information as per this Proposal Document and in the specified formats. CoPT reserves the right to reject any Proposal that is not in the specified formats.

4.6.2 The Bidder shall submit one hard copy of the Technical Proposal which should reach the office of the Chief Engineer **by 15.00 hrs on 20.07.2021**, in a sealed envelope. The Authority can at its discretion choose not to consider the bid if the

hard copy is not received in time. Financial bid **shall not be enclosed** in this cover.

4.6.3 If the Technical Proposal consists of more than one volume, Bidder must clearly number the volumes and provide indexed Table of Contents.

4.6.4 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves, in which cases such corrections must be initialled by the person or persons signing the proposal.

4.6.5 E-Tenders consisting of Technical and Financial proposal must be submitted on or before **20.07.2021 by 15.00 hrs** unless otherwise notified.

4.6.6 As the tendering process is online, late submission of Bid will not be allowed by e-Tender/Bid Portal. CoPT will not be responsible for any delay, internet connection failure or any error in uploading the Bid Submission. The Bidders are advised to upload their submissions well before the due date and time of Bid Submission to avoid any problems and last minute rush

#### 4.7 PREPARATION AND SUBMISSION OF TECHNICAL PROPOSAL

4.7.1 The Proposal and all related correspondence and documents should be in the English language only . Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting documents, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.7.2 Bidders are expected to examine all terms and instructions included in the document. Failure to provide all requisite information will be at Bidder's own risk and may result in rejection of proposal. The Technical Proposal shall contain the following:

- (i) Scanned copy of the document in proof of cost of Bid document
- (ii) Bid Submission Letter (On letter head of the bidding firm) **(Form -1)**
- (iii) Power of Attorney for Authorised Signatory of the firm **(Form -2)**. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format given in **(Form -15)**,
- (iv) Organisation Details ( Form 3)**
- (v) Average Annual Financial Turnover Statement of the firm during the last three (3) years ending 31.03.2020 or 31.03.2019 as the case may be **(Form - 4)** along with audited Balance sheets including Profit & Loss account statements.

- (vi) Experience on Similar Works executed during the last seven (7) years; and details like monetary value, clients, proof of satisfactory completion **(Form 5 A, 5B and 5C)**. In case a particular project/contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular project / contract by producing a certificate from its Statutory Auditor or the Client. Scanned copy of original TDS Certificates should be furnished if the Work Completion Certificate from any Private Organization is submitted towards fulfillment of eligibility criteria.
- (vii) Information regarding Financial Situation **(Form –6A)** and Current Contract Commitments supported by a certificate from its Statutory Auditor **(Form – 6B)**.
- (viii)** The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per Scope Matrix and Technical Specifications within the stipulated period of completion **(Form -7 )**
- (ix) List of major items of construction equipments proposed to be deployed for the Project **(Form -8)**.
- (x) Personnel/Staff proposed for the Project **(Form -9)**
- (xi) Proposed Site Organization Chart **(Form -10)**
- (xii) Historical Contract Non-Performance **(Form-11A)**, Pending Litigation **(Form -11B )** and Litigation History **(Form -11C)**
- (xiii)** Declaration for no Exceptions and Deviations from Tender Document **(Form -12)**
- (xiv) Draft Pre Contract Integrity Pact **(Form -13)**.
- (xv) Proforma of Joint Venture/Consortium Agreement **(Form -14)**, if applicable
- (xvi) Proforma of Power of Attorney for Lead Member of JointVenture/Consortium **(Form -15)**, if applicable
- (xvii)**EMD Declaration **(Form -16)**
- (xviii)** Format or furnishing Bank Information of Tenderer for E-Payment **(Form -17)**
- (xix) Duly filled Check list for Submission of Bids **(Form -18)**
- (xx) Scanned copy of Proposal Document along with all Addenda / Corrigendum duly signed & stamped in all pages.

- (xxi) Scanned copy of Company's Registration Certificate as per Companies Act 1956.
- (xxii) Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- (xxiii) Scanned Copy of EPF Code & ESI Registration Certificate
- (xxiv) Scanned Copy of Permanent Account Number (PAN) card and GST Registration Certificate.
- (xxv) Copy of Professional Indemnity Insurance Policy (PI) for minimum amount equal to the estimated Project Cost. The policy shall be effective till the completion of five (5) years after issue of Taking Over Certificate by the Employer.

#### 4.8 BID OPENING

Bid opening will be done online at the time and date specified in the Notice Inviting RFP.

#### 4.9 SCRUTINY AND EVALUATION OF PROPOSALS :

##### 4.9.1 RESPONSIVENESS OF PROPOSALS:

The proposals received on time shall be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal shall be treated non-responsive for any or all of the following reasons:-

- a. The bidder not meeting all of the 'Minimum Eligibility Criteria' as stipulated in the 'Notice Inviting Proposal'.
- b. Validity of Proposal not confirmed.
- c. Bidder's Proposal documents not signed in the manner prescribed in the Proposal Document.
- d. The proposal and supporting documents show significant variations and or inconsistencies.

A non-responsive Proposal shall be rejected at this stage and the second envelope of concerned bidder(s) shall not be opened.

##### 4.9.2 SCRUTINY OF TECHNICAL PROPOSALS:

- 4.9.2.1 Responsive Bids shall be examined in detail for their technical contents. Compliance to scope of work, adequacy, acceptability taking into account experience of Bidder and understanding of the bidder shall be checked. The

detailed evaluation of Technical Proposals shall be carried out in accordance with Minimum Eligibility Criteria given in Notice Inviting RFP

4.9.2.2 In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of Proposal shall not be permitted to be changed/alterd either to fulfil Minimum Eligibility Criteria or to make a non-responsive Proposal responsive or to qualify for meeting the Technical Proposal parameters. The Proposals that are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

Please note that Employer at their discretion may decide for not asking for any clarification and proceeding with evaluation based on the available documents in the bid submission. In view of the above, all the bidders shall thoroughly study the bid requirements and submit all required information/documents along with the Bid.

If a Bidder does not provide clarifications on their Bid by the date and time set in the Employer's request for clarification, its Bid shall be rejected

#### 4.10 **OPENING AND EVALUATION OF FINANCIAL PROPOSAL.**

4.10.1 Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and who satisfy Minimum Eligibility Criteria and all other Bid requirements will be considered. The date and venue of opening of Financial Proposal will be notified in CoPT's E-Tender Portal / conveyed to qualified bidders.

4.10.2 Evaluation of Financial Proposals will be carried out on the basis of total price quoted by the Bidder in the Financial Proposal, subject to arithmetic corrections for errors, if any.

Financial Proposals determined to be responsive will be checked by the Employer for any arithmetic error. If there is a discrepancy between amount in figures and words, the amount in words will govern. The amount stated in Financial Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Tender Security may be forfeited in accordance with

4.10.3 Financial Proposal with any counter conditions or ambiguous remarks shall be rejected.

#### 4.11 **AWARD OF WORK:**

Prior to expiry of the validity or extended validity period of the Bid, the Employer will notify the Successful Bidder by email confirmed by registered letter that their Bid has been accepted. This Letter (hereinafter and in the **Contract Conditions** referred to as the “**Letter of Award**” or “**LoA**”) shall specify the sum which the Employer will pay the Contractor (hereinafter and in the Contract Conditions referred to as the “Contract Price”) in consideration of the execution and completion of the Works for the Project and the remedying of any defects therein by the Contractor in terms of the Contract.

The LoA shall be deemed to constitute a binding Contract between the Employer and the Bidder-cum-Contractor till signing of formal agreement, for execution and completion of the Works for the Project and remedying defects therein in terms of the Contract Conditions.

The successful Bidder shall confirm acceptance by returning a signed copy of the LoA.

Employer shall not be obliged to furnish any information/clarification/explanation to the Bidders as regards non-acceptance of their Bid.

- 4.12 The Bidder, by submitting its Proposal/Bid, shall be deemed to have acknowledged that without prejudice to the Employer’s any other right or remedy hereunder or in law or otherwise, CoPT shall blacklist/debar the Bidder as provided for in the EMD Declaration and as compensation for, inter alia, the time, cost and effort of the Employer in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If a Bidder submits a non-responsive Proposal;
  - (b) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

#### 4.13 **CONFIDENTIALITY**

Information relating to the evaluation of Tenders and recommendations of Contract Award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract Award is announced pursuant to . The undue use by any Bidder of confidential information related to the process may result in the rejection of its Bid.

From the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it may do so in writing/e-mail at the address specified in the NIT.

#### 4.14 FRAUD AND CORRUPT PRACTICES

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Document, the Port shall reject the Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, blacklist / debar the bidder, such Bidder shall not be eligible to participate in any Bid or RFP issued by the Authority during a period of 2 (two) years from the date and forfeit 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 Port Authority, in regard to the Bid, including consideration and evaluation of such Bidder’s Bid. Such Bidder is found by the Port 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 herein after 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 Port 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 CoPT / MPT 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 Port 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

(c) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### 4.15 PERFORMANCE SECURITY:

Within 21 days of issue of Letter of Award from the Employer, the successful firm shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of a scheduled / nationalized bank or any reputed foreign bank for an amount equivalent to 3 (Three) % of the Award Cost as per the prescribed format to the Proposal Document. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The Performance Security shall remain in force until six months from the date of completion of Defect Liability Period ( 2 years) of the Project and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the firm.

#### 4.16 SIGNING OF AGREEMENT:

Within 7 days of date of submission of a Performance Security as stated above, the Bidder shall sign formal agreement as prescribed format of Proposal Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract including the Letter of Award. All costs, charges and expenses including the stamp duty incurred in connection with this Contract for preparation and completion of Agreement will be borne by the Contractor.



Until such Contract Agreement is executed, the acceptance of the Bid in terms of the Contract as defined shall be binding upon the parties and shall be the Contract.

#### **4.17 EXTENSION OF VALIDITY OF PROPOSAL:**

If it becomes necessary, CoPT may request the parties, in writing, to extend validity of proposals. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his Bid, the Bidder shall correspondingly extend the validity of the Bid ie, the extension shall be unconditional.



**FORM-1:**  
**FORMAT OF BID SUBMISSION LETTER**

(On letter head of the bidding firm)

**Reference No.**

**Date:**

**From:**

.....

.....

**To:**

The Chief Engineer,  
Cochin Port Trust,  
Willingdon Island,  
Cochin –682 009  
Dear Sir,

Subject: Submission of Tender for the “Construction of International and Domestic Cruise Terminal and Other Allied Facilities at Mormugao Port, Goa through EPC contract”.

**Reference: Tender No: -----**

- 1) Having examined the completeness of Bid Documents including Invitation of RFP, Instructions to Bidders, Conditions of Contract, General Specifications and Scope of Work, Technical Specifications, Drawings, Forms and Annexures for the execution of the above named Works, We, the undersigned offer to execute and complete such Works and remedy any defects therein, in conformity with the said Bid Document being awarded to us.
- 2) We undertake, if our Bid is accepted, to:
  - i) furnish Performance Guarantee within 21 (Twenty One ) days of receipt of the Letter of Award/Work Order.
  - ii) enter into Contract Agreement within 28 (Twenty Eight) days of receipt of the Letter of Award/Work Order. Form of Contract Agreement is ..... (Form-A).
- 3) Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the Conditions of Contract.
- 4) We .....(Name of the Bidding Firm)..... submit herewith our Bid through e-Tender portal for selection of our firm/organization as Contractor for the above mentioned Contract. The submission comprises, separately of:
  - i) Proofs for Tender Fee
  - ii) EMD Declaration
  - iii) Technical Bid and
  - iv) Financial Bid





- 5) We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) We certify that in preparation and submission of Technical and Financial Bids /Proposals, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the Bid Documents.
- 7) We, including our respective personnel (including subcontractors, suppliers, manufacturers) and affiliates, for any part of the Contract, do not have any Conflict of Interest.
- 8) Our Bid is valid for the period of hundred eighty (180) days from the date of submission deadline fixed for the Bid and will be binding on us.
- 9) We have not made any tampering or changes in the Bid Documents on which the Bid is being submitted and if any tampering or changes are detected at any stage, we understand the Bid will invite summary rejection and blacklisting / debarring as stated in END Declaartionforfeiture of Bid Security/ the Contract will be liable to be terminated along with forfeiture of Contract Performance Security, even if LOA has been issued.
- 10) We understand that, the Cochin Port Trust is not bound to accept any Bid that the Cochin Port Trust may receive.

Yours faithfully,

.....

Signature of authorised signatory of firm/Lead member (Seal)

Address: .....

.....

.....





**FORM-2:**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM**

*(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

**POWER OF ATTORNEY\***

Know all men by these presents, we ..... (name of firm with address of the registered office) .....do hereby constitute, appoint and authorize Mr./Ms. .....(name and residential address ..... who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to "Construction of International and Domestic Cruise Terminal and Other Allied Facilities at Mormugao Port, Goa through EPC contract "(Tender No. T15/ T-1946/2021-C)" including signing and submission of all documents and providing information/responses to the Chief Engineer, CoPT, representing us in all matters, dealing with CoPT in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the ..... day of ..... 20....

(Signature of authorised Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1

Witness 2

Name:

Address:

Occupation:

Name:

Address:

Occupation:

\*Notes: 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.



**FORM-3:****ORGANIZATION DETAILS**

CONTRACT No.:

NAME OF BIDDER:

1. Name of the Owner:
2. Address:  
Telephone No. :  
Fax No.
3. Description of Bidder  
(for e.g. General, Civil Engineering Contractor or Joint Venture/Consortium etc.)
4. Registration and Classification of Contractors
5. Name and address of Bankers
6. Number of years of experience as a General Contractor :-  
In own Country:  
Internationally:
7. Number of years of experience as a Sub Contractor
8. Name and Address of partners or associated companies to be involved in the Project and whether Parent/ Subsidiary/other
9. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the Project etc.
10. Name and address of the companies/ Sub-contractors who will be involved in the execution of works, namely:
11. Attach Organization Chart showing the structure of the company including names of Directors/ Key Personnel at Head Office who would be responsible for the Project and a separate chart showing proposed Site Construction Organisation.

DATE:

BIDDER'S SIGNATURE WITH STAMP



## FORM-4: FINANCIAL TURNOVER

Bidder shall furnish their Annual Turnover during the last three financial years.

Financial Year	Turnover (Rs. in Crores)
FY	
FY	
FY	

NB:- Turnover should be reflected in the audited balance sheet for the said year, Tenderer shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- years as required in the Eligibility Criteria Clause 2 of Notice Inviting RFP. Annual Turnover of the Bidder shall be submitted duly certified by Chartered Accountant indicating Reg. No. Copies of documents shall be duly notarized, subject to production of the originals when demanded.

**Certified by Chartered Accountant**

DATE:

BIDDER’S SIGNATURE WITH STAMP

**FORM-5A:**

## SIMILAR WORKS EXECUTED DURING LAST SEVEN (7) YEARS (FOR CONSIDERING TECHNICAL CAPACITY)

Please provide information only for project relating to the construction of New Cruise Terminal / Modernization of existing structure for cruise terminal, Shopping malls, Multiplexes, Airport buildings, Government Buildings (Non-residential), Big-Corporate office building, hotels etc., for which the Employer as a corporate entity legally contracted your firm, or where your firm participated as one of the major companies within a consortium/JV.

**ELIGIBLE ASSIGNMENT DETAILS**

Assignment Number :

Description	Bidder to fill up the details here
Name and Address of the Client	
Title of the Eligible Assignment	
Date of Completion of the Eligible Assignment	
Project Completion Cost	
Reference No. of the enclosed Client Completion Certificate/ Documentary Evidence for having successfully completed the Eligible Assignment	
Name, telephone no, telefax no and email address of the client's representative	
Description and Scope of Work	

Instructions:

- i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The Assignments cited must comply with the criteria specified Clause No. 2 of Notice Inviting RFP.
- ii) A separate sheet should be filled for each of the Eligible Assignments.
- iii) The details are to be supplemented by documentary proof from the respective client /owner for having carried out such Assignment, duly certified by clients/ owners.
- iv) The works indicated in this Form-5A will be only being considered for evaluation. Mere submission of work completion certificate will not be considered towards Eligible Assignments.
- v) Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts shall be attached. The certificate shall invariably contain the following among other things:
  - a) Details of work involved specifying the nature of work
  - b) The completion cost of the work and



- c) Date of commencement; and
- d) Date of completion of the work.
- vi) If the experience in Similar Works is as a member of joint venture, notary attested copy of Joint Venture Agreement in this respect shall be attached.
- vii) If the experience in Similar Works is as a Sub-contractor, notary attested copy(s) of approval issued by the Employer(s) authorizing as a Sub-contractor; in proof of the claim of the Tenderer as a Sub-contractor shall be attached.
- viii) If the experience in Similar Work is in works executed in private sectors/organisations, the TDS certificate along with notary attested copy(s) work order and completion certificate shall be attached.
- ix) The Tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

DATE:

BIDDER'S SIGNATURE WITH STAMP

**FORM-5B:**  
**DETAILS OF PAST EXPERIENCE OF CONTRACTORS FOR**  
**SIMILAR WORKS**

Sl. No.	Name & Location of Project	Owner's Complete address including Telephone and Fax No. with Contact Person	Value of Contract	Duration of Contract			Details of work including major items of works involved	Reference No. & Date of Letter of Intent & Completion Certificate enclosed
				Commencement Date	Scheduled Completion Date	Actual Completion Date		
1	2	3	4	5	6	7	8	9

**Note:** Bidder to enclose Completion Certificate issued by the owner, certified by a Notary Public or equivalent certifying authority.

DATE:

BIDDER'S SIGNATURE WITH STAMP



**FORM-5C:**

**DETAILS OF WORKS EXECUTED ON EPC BASIS**

BIDDER'S SIGNATURE WITH STAMP



## FORM-6A: FINANCIAL SITUATION

### 1. Financial Data

Type of Financial information in (currency)	Historic information for previous 3 (Three) Years (INR in Crores)		
	Year 3	Year 2	Year 1
A. Total Assets (TA) (Excluding Deferred Expenditure and Losses)			
B. Total Outside Liabilities (TL) (Long Term Liabilities and Current Liabilities and Provisions)			
C. Revaluation Reserve			
<b>D. Net Worth = A - B - C</b>			
E. Current Assets (CA)			
F. Current Liabilities and Provisions (CL)			
<b>G. Working Capital = E - F</b>			
H. Proposed specific line of credit agreed by commercial Bank and/or any other source of finance for the subject contract			
I. Total Available Working Capital (G+H) for the subject contract			
J. Working Capital requirements for current contract commitments [Total of column 12 of Form-6B: CCC]			
K. Sources of Finance for current contract commitments (Total of column 13 of Form-6B: CCC)			



Type of Financial information in (currency)	Historic information for previous 3 (Three) Years (INR in Crores)		
	Year 3	Year 2	Year 1
L. Working Capital available after meeting the Working Capital requirements for current contract commitments (I-J+K)			
M. Net Worth			
N. Profit Before Taxes			
O. Profit After Taxes			

**2. Financial documents**

- (a) The Audited Balance Sheets, Profit and Loss Account and Cash Flow Statement of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. The Bidders are advised to strictly adhere to this requirement and submit the above statements of the Bidder.
- (b) The Bidder shall attach copies of the Audited Balance Sheets for 3 (three) years preceding the Bid Due Date, which shall:
  - (i) reflect the financial situation of the Bidder, and not an affiliated entity (such as parent company or group member);
  - (ii) be statutorily audited or in case the accounts of the Bidder are not required to be statutorily audited, certified in accordance with local legislation;
  - (iii) be complete, including all notes attached thereto;
  - (iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Note:**

1. Year 1 will be the latest completed Financial Year, preceding the Bid Due Date,. Year 2 shall be the year immediately preceding Year 1 and so on. For the avoidance of doubt, Financial year shall, for the purposes of the Bid hereunder, mean the accounting year followed by the Bidder in the normal course of its business.
2. If the most recent set of Balance Sheet or the Financial Statement, as the case may be, is for a period earlier than 12 months from the date of Bid, justification shall be provided for the same.

DATE:

BIDDER'S SIGNATURE WITH STAMP





**FORM-6B:**

**CURRENT CONTRACT COMMITMENTS (CCC)**

S. No.	Name of the Contract	Joint Venture Percentage Share (%)	Commencement Date as per Contract	Completion Date as per Contract	Period of Completion of work (in months)	Total Contract Value	Work done up to 31 <sup>st</sup> May 2021	Value of works outstanding as on 31 <sup>st</sup> May 2021	Converted Contract Value Share of Tenderer	Value of works outstanding as on 31 <sup>st</sup> May 2021 Share of Tenderer	Working Capital requirement for 3 months* Share of Tenderer	Fund based line of credit sanctioned for these contracts
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1												
2												
3												
...												
Total (A)												
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1												
2												
3												
4												
...												
Total (B)												



S. No.	Name of the Contract	Joint Venture Percentage Share (%)	Commencement Date as per Contract	Completion Date as per Contract	Period of Completion of work (in months)	Total Contract Value	Work done up to 31 <sup>st</sup> May 2021	Value of works outstanding as on 31 <sup>st</sup> May 2021	Converted Contract Value	Share of Tenderer	Value of works outstanding as on 31 <sup>st</sup> May 2021	Share of Tenderer	Working Capital requirement for 3 months*	Share of Tenderer	Fund based line of credit sanctioned for these contracts
Total (A+B)															

Certified that the above information is correct as per records and nothing has been omitted / concealed.

.....(Signature of the Statutory Auditor)  
 ..... (Full Name of the Statutory Auditor)  
 ..... (Name of the Statutory Auditor’s Firm)  
 ..... (Complete Address of the Statutory Auditor’s Firm)  
 ..... (Telephone/fax numbers, including country and city codes)  
 ..... (E-mail of the Statutory Auditor)  
 ..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor: .....

**Note:**

1. Tenderers should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued even if completion of such works spills over beyond completion period of this Contract.
2. The working capital requirements for 3 months shall be calculated on the basis of period of completion of work (i.e. dividing the value of work by period (in months) of completion to execute the work and multiplying by three).
3. The Documentary evidence of the amount and source of funds indicated in Column 13 shall be submitted by the Tenderer. In the absence of the supporting documentary evidence, the amount of funds indicated in Column 13 against respective works shall not be considered.

The financial data in above prescribed format (Form-6B) shall be certified by the Statutory Auditors of the Tenderer or in case the accounts of the Tenderer are not required to be statutorily audited, certified in accordance with local legislation.

DATE:

BIDDER'S SIGNATURE WITH STAMP

**FORM-7:**

**DETAILS OF PROPOSED APPROACH & METHODOLOGY**





The Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the Works/Project, along with a construction programme [Preferably in MS project / Primavera] showing sequence of operation and the time frame for various segments of temporary and permanent works

DATE:

BIDDER'S SIGNATURE WITH STAMP

## FORM-8:

## PLANTS AND EQUIPMENT PROPOSED FOR THE WORK/PROJECT

The Bidder must demonstrate that it has the key equipment listed herein below or shall give an undertaking to provide these equipment in case of Award of Contract to him.

Sl. No.	Equipment Characteristics	Capacity	Owned/ Leased	Year Make	Minimum Number
1.					2
2.					3
3.					3
4.					2
5.					2
6.					2
7.					1
8.					1
9.					2

Note:

1. Acceptance of these details shall not relieve the Tenderer of any of his obligations under the Contract.
2. The Plants and Equipment will be either owned by the Contractor or would be taken on lease for the Contract. In its Tender, the Contractor will demonstrate the details as such.
3. The Contractor will mobilize additional and requisite Plants and Equipment to complete the Scope of Work. The proposed equipment shall be in good working condition for its intended purposes.
5. The Bidder shall indicate the main Plants and Equipment considered to be necessary and proposed to be deployed for undertaking this Work and whether this Plant is ready in ownership or will be purchased or hired.

Description of Equipment	Requirement No. / Capacity	Owned / leased / to be procured	Nos / Capacity	Age / Condition	Remarks (From whom to be purchased)	At what Stage of Contract Period the Equipment will be available

**Note:** The Equipment indicated in the above statement will form part of Contract Agreement and as such the Bidders are requested to indicate the availability of the Equipment at site and at what stage of the Contract Period in a separate column.

DATE:

BIDDER'S SIGNATURE WITH STAMP

**FORM-9:****KEY PERSONNEL / STAFF PROPOSED FOR THE PROJECT**

(Here specify the summary of the experienced Key Personnel proposed to be employed for the Work/Project)

Sl. No.	Position	Name	Qualification	Years Experience (General)	of	Years of Experience in the Proposed Position	Min. Number of Engineers
1	Project Director						
2	Project Manager						
3	QA/QC Engineers						
4	SHE Engineer						
5	Site Engineers						
6	Site Engineers						
7	Site Engineers						
8	Document Controller						

1. Acceptance of these details shall not relieve the Bidder of any of his obligations under the Contract.
2. The Bidder shall indicate additional and requisite resources considered to be necessary and proposed to be deployed for undertaking this Work/Project.

DATE:

BIDDER'S SIGNATURE WITH STAMP



**FORM-10:**

**PROPOSED SITE ORGANISATION CHART**

(Here a narration of the Description of the Site Organisation with a Chart shall be provided)

DATE:

BIDDER'S SIGNATURE WITH STAMP





**FORM-11A:**

**HISTORICAL CONTRACT NON-PERFORMANCE**

Details of the Contract(s) not performed from 1<sup>st</sup> June 2018 to 31<sup>st</sup> May 2021 specified in Clause 2 of Notice Inviting RFP Minimum Eligibility Criteria is as follows:

Date, month & Year	Non- performed portion of Contract	Contract Identification	Total Contract Amount INR
[insert date]	[insert amount and percentage of the Contract Amount]	Contract Identification: [indicate complete Contract name/ number, date and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
[insert date]	[insert amount and percentage of the Contract Amount]	Contract Identification: [indicate complete Contract name/ number, date and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
[insert date]	[insert amount and percentage of the Contract Amount]	Contract Identification: [indicate complete Contract name/ number, date and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

**Certified that the above information is correct as per records and nothing has been omitted / concealed.**

.....(Signature of the Statutory Auditor)  
 ..... (Full Name of the Statutory Auditor)  
 ..... (Name of the Statutory Auditor’s Firm)  
 ..... (Complete Address of the Statutory Auditor’s Firm)  
 ..... (Telephone/fax numbers, including country and city codes)  
 ..... (E-mail of the Statutory Auditor)  
 ..... (Seal of the Statutory Auditor)

**Membership No. of the Statutory Auditor:** .....

**Notes:**

- (i) Non-performance, as decided by the Employer, shall include all Contracts where:
  - (a) non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract; and





(b) Contracts that were so challenged but fully settled against the Contractor. Non-performance shall not include Contracts where Employer's decision was overruled by the dispute resolution mechanism.

Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective Contract and where all appeal instances available to the Tenderer have been exhausted.

- (ii) Data of non-performance of Contracts related to construction contracts only shall be given.
- (iii) This requirement also applies to Contracts executed by the Tenderer as JV member.
- (iv) FORM-11A shall be duly certified by the Statutory Auditors of the Tenderer.

DATE:

BIDDER'S SIGNATURE WITH STAMP



**FORM-11B:**

**PENDING LITIGATION**

Details of Pending Litigation up to 31<sup>st</sup> May 2021, in accordance with Clause 2 of Notice Inviting are as follows

Date, month & Year of Dispute	Amount in Dispute, INR	Contract Identification	Total Contract Amount INR
<i>[insert date]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<i>[insert date]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<i>[insert date]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

**Certified that the above information is correct as per records and nothing has been omitted / concealed.**

.....(Signature of the Statutory Auditor)  
 ..... (Full Name of the Statutory Auditor)  
 ..... (Name of the Statutory Auditor’s Firm)  
 ..... (Complete Address of the Statutory Auditor’s Firm)  
 ..... (Telephone/fax numbers, including country and city codes)  
 ..... (E-mail of the Statutory Auditor)  
 ..... (Seal of the Statutory Auditor)





**Membership No. of the Statutory Auditor: .....**

**Notes:**

- (i) The Bidder shall provide accurate information about all pending litigation and / or arbitration cases resulting from contracts completed or ongoing under its execution.
- (ii) The Bidder shall also provide details of pending litigation referred in paragraph (i) above, which has been accounted for in the submitted latest audited Balance Sheet as follows:
  - (a) The claims and suits lodged against the company for which the company has not accounted for the liability in its books as the matter is pending with arbitration/ courts and the same has not been finally settled up to the date of Balance Sheet and the company is sure that the decision will not go against the company. **(Please indicate the page no. of the Audited Balance Sheet where these amounts have been reflected)**
  - (b) The claims and suits lodged by the company against customers/ supplies for recovery of dues and the matter is pending with arbitration/ courts and the company has accounted for the claims as receivable in its books of account considering the decision will be in favour of the company. **(Please indicate the page no. of the Audited Balance Sheet where these amounts have been reflected).**
- (iii) FORM-11B shall be duly certified by the Statutory Auditors of the Tenderer.

DATE:

BIDDER’S SIGNATURE WITH STAMP





## FORM-11C: LITIGATION HISTORY

Details of Litigation History till 31<sup>st</sup> May 2021 in accordance Clause 2 of Notice Inviting RFP Minimum Eligibility Criteria are as follows:

Date, month & Year of award	Amount of Award, INR	Contract Identification	Total Contract Amount INR
<i>[insert date]</i>	<i>[insert amount]</i>	<i>Contract Identification: [indicate complete contract name, number, date and any other identification]                      Name of Employer: [insert full name]                      Address of Employer: [insert street/city/country]                      Matter in dispute: [indicate main issues in dispute]                      Party who initiated the dispute: [indicate "Employer" or "Contractor"]                      Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<i>[insert date]</i>	<i>[insert amount]</i>	<i>Contract Identification: [indicate complete contract name, number, date and any other identification]                      Name of Employer: [insert full name]                      Address of Employer: [insert street/city/country]                      Matter in dispute: [indicate main issues in dispute]                      Party who initiated the dispute: [indicate "Employer" or "Contractor"]                      Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<i>[insert date]</i>	<i>[insert amount]</i>	<i>Contract Identification: [indicate complete contract name, number, date and any other identification]                      Name of Employer: [insert full name]                      Address of Employer: [insert street/city/country]                      Matter in dispute: [indicate main issues in dispute]                      Party who initiated the dispute: [indicate "Employer" or "Contractor"]                      Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

**Certified that the above information is correct as per records and nothing has been omitted / concealed.**

.....(Signature of the Statutory Auditor)  
 ..... (Full Name of the Statutory Auditor)  
 ..... (Name of the Statutory Auditor’s Firm)  
 ..... (Complete Address of the Statutory Auditor’s Firm)





..... (Telephone/fax numbers, including country and city codes)  
 ..... (E-mail of the Statutory Auditor)  
 ..... (Seal of the Statutory Auditor)

**Membership No. of the Statutory Auditor: .....**

**Notes:**

- (i) The Bidder shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last three years.
- (ii) This may be noted that under this category only cases of arbitration /litigation finally settled against the Bidder should be listed. If the case is pending at any level of arbitration or judiciary, the same should be listed in Pending Litigation and NOT under Litigation History. A consistent history of awards against the Tenderer may result in failure of the Bid.
- (iii) FORM-11B shall be duly certified by the Statutory Auditors of the Bidder.

DATE:

BIDDER'S SIGNATURE WITH STAMP





## FORM-12: DECLARATION

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

1. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the Work/Project have been furnished in the Forms 8, 9 and 10 and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective works.
2. No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
3. We have not made any payment or illegal gratification to any persons/ authority connected with the Bid Process so as to influence the Bid Process and have not committed any offence under PC Act in connection with the Bid.
4. We are not barred by the Government of India or any State Government in India and no bar subsists as on the Tender submission date.
5. We undertake that in case due to any change in facts or circumstances during the Tendering Process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Documents; we shall intimate the Employer of the same immediately.
6. We disclose with that we have \*made / \*not made/ \*proposes to make payments to any intermediaries (agents) etc in connection with the Bid.
7. We do hereby confirm that no changes have been made in the Tender Document downloaded and submitted by us for the above Bid. The Port's Tender Document will be treated as authentic Tender and if any discrepancy is noticed at any stage between the Port's Tender Document and the one submitted by the Tenderer, the Port's Document shall prevail.

DATE:

BIDDER'S SIGNATURE WITH STAMP

## FORM-13:

### PROFORMA OF PRE-CONTRACT INTEGRITY PACT

#### General

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between the Board of Trustees of Cochin Port Trust acting through Shri. \_\_\_\_\_, (Designation of the Officer), Cochin Port Trust (hereinafter called the 'BUYER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri. \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited Bids for the project of "Development of International and Domestic cruise terminal with allied facilities at Mormugao Port Trust, Goa" (**hereinafter referred to as the "Project"**) and the BIDDER/SELLER is submitting his Bid for the Project and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ Joint Venture constituted in accordance with the relevant law in the matter and the 'BUYER/ EMPLOYER' is Cochin Port Trust.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/ EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### Commitments of the 'BUYER/ EMPLOYER'

1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/ EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5\* The BIDDER further confirms and declares to the 'BUYER/ EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business

relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/ EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

#### 4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_ (to be specified in Bid Document) as Earnest Money/EMD Declaration, with the 'BUYER/ EMPLOYER' through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
- (ii) Any other mode or through any other instrument (to be specified in the Bid Document).

- 5.2 The Earnest Money/EMD Declaration shall be valid upto a period of 180 days from the Bid Due Date.
- 5.3 In case of the successful BIDDER, a Performance Guarantee in the form of Bank Guarantee valid till 30 days after the end of defect liability period will also be furnished to the BUYER/ EMPLOYER 'within 21 days of Letter of Acceptance of the Bid by the 'BUYER/ EMPLOYER.
- 5.4 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/ EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (v) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'
- (vi) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'BUYER/ EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (vii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'BUYER/ EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/ EMPLOYER', if the contract has already been concluded.

## 8. Independent Monitors



8.1 The 'BUYER/ EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name: -----  
Address : -----  
-----

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/ EMPLOYER,

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/ EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the BUYER/ EMPLOYER

**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.





13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER/ EMPLOYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_,

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

**FORM-14:****PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**

***(To be submitted on Non-judicial Stamp Paper of appropriate value)***

This Joint Venture /Consortium Agreement is made and entered into on this ..... day of .....20... by and between: (i) M/s. ...(**Name of the firm to be filled in**)....., (ii) M/s.....(**Name of the firm to be filled in**)....., .....(iii) M/s. ...(**Name of the firm to be filled in**)....., primarily for the Work under the Cochin Port Trust.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the 'Joint Venture/Consortium'.

**1.0 Formation of Joint Venture/Consortium**

1.1. (i) M/s.....(**Name of the firm to be filled in**) is engaged in .....(**Details of the works undertaken by the party**)

(ii) M/s..... (**Name of the firm to be filled in**) is engaged in  
.....(**Details of the works undertaken by the party**)

(iii) .....

1.2. On behalf of Board of Trustees of Port of Cochin (hereinafter referred to as "Employer"), the Chief Engineer, Cochin Port Trust has invited bids from eligible bidders for executing the Work of Development of International and Domestic cruise terminal with allied facilities at Cochin Port, Goa [**TENDER No. -----**-----] (herein after referred as "the Project").

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said Project of the Cochin Port Trust and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common Bid for the Project and to carry out the Project works in the event of award of the Contract, in association with each other and (**.....Name of Partner to be filled in.....**) shall be the Lead Partner and (i) (**.....Name of Partner to be filled in.....**), (ii) (**.....Name of Partner to be filled in.....**),..... shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4. The Joint Venture/Consortium will be known as...(**.....Name of JV to be filled in.....**) .....and shall consist of: (i) (**.....Name of the firm to be filled in.....**), (ii) (**.....Name of the firm to be filled in.....**), ..... parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of Bid.

1.7. All costs incurred by the parties before the date of award of Contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of Contract till the expiry of this agreement will be borne by the parties as hereinafter provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this Project, maintenance and fulfilment of all other conditions under the Contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The Contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (**....Name of JV/Consortium to be filled in.....**) and the Contract shall be signed by legally authorised signatories of all the parties.



- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the Bidding Process and the Bid Document shall be signed by legally authorised signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
  - (i) M/s..... (**Name of the partner to be filled in**) - .....
  - (ii) M/s..... (**Name of the partner to be filled in**) - .....
  - (iii) .....
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the Project in accordance with the Contract terms, in the event of award of Contract. The delineation of duties, responsibilities and scope of work shall be:
  - a) The Lead Partner, shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
  - b) (.....**Name of Partner to be filled in**.....) shall carry out the following works:  
-----
  - c) (.....**Name of Partner to be filled in**.....) shall carry out the following works:
  - d) .....
- 1.13. The parties hereto have agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the “Board” of Port of Cochin for the performance of the Contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole Contract irrespective of their demarcation or share of work.
- 1.16. The Lead Partner shall be authorised to act on behalf of the JV/Consortium.
- 1.17. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.18. The Lead Partner is authorized: (a) to submit Bid, negotiate and conclude Contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the Bidding Process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the Contract including payment, exclusively through Lead Partner.
- 1.19. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.20. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.





1.21 The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the Consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by Consortium from the Cochin Port Trust shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the Works/Project envisaged, in the event of award of Contract to the JV/Consortium and have affixed their signature in this indenture on this the .....day of .....20...

(i) Signature  
Name  
Designation seal  
&  
Common seal of the firm

(ii) Signature  
Name  
Designation seal  
&  
Common seal of the firm

Witness 1

Witness 2





**FORM-15:**

**PROFORMA OF POWER OF ATTORNEY FOR LEAD MEMBER OF JV / CONSORTIUM**

*(To be submitted on Non-judicial Stamp Paper of appropriate value)*

By this Power- of-Attorney executed on this ....day of .....(month) of 20..., We,  
 (i) (.....Name of legally authorized signatory of first partner to be filled in.....), (ii)  
 (.....Name of legally authorized signatory of second partner to be filled in.....),  
 ..... hereby jointly authorize and agree the Lead Partner, M/s  
 (.....Name of the lead partner to be filled in.....), : (a) to submit bid, negotiate and  
 conclude Contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the  
 Bidding Process; and (b) in the event of a Successful Bid, to incur liabilities and receive instructions for and on  
 behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the Contract including  
 payment for the work of “Construction of International and Domestic Cruise Terminal and Other Allied Facilities  
 at Mormugao Port Trust, Goa [**BID No. -----**] exclusively through Lead Partner.

(i) Signature  
 Name  
 Designation seal  
 &  
 Common seal of the firm

(ii) Signature  
 Name  
 Designation seal  
 &  
 Common seal of the firm

.....  
 .....

SIGNATURE, NAME AND SEAL OF THE CERTIFYING AUTHORITY/NOTARY PUBLIC





## FORM-16:

### EMD DECLARATION

(To be submitted on the Bidder’s Letter Head)

**I/We** ..... (Insert Name and Address of Bidder) **am/are** submitting this declaration in lieu of Bid Security / Earnest Money Deposit for the Tender for ..... (Insert Title of the Tender) (Tender No.....), thereby fully accepting that **I/We** will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of **Two years from the date of such Suspension Order**, under the following circumstances:

- (1) If after the opening of Tender, **I/We** withdraw or modify **my/our** Tender during the period of validity specified in the Bid documents (including extended validity, if any), **or** do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- (2) If, after the award of work, **I/We** fail to furnish the required Performance Security **or** sign the Contract, within the time limits specified in the Departmental Tender Document.

**FORM-17:****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/Fax No. of the beneficiary	Telephone :
		Mobile :
		Fax :
8	Cancelled Cheque	

DATE:

BIDDER'S SIGNATURE WITH STAMP

**FORM-18:**  
**CHECKLIST FOR SUBMISSION OF BIDS**

S. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No)	Ref Page No.	Remarks
1.	Original Demand Draft/ Pay Order/Banker's Cheque towards cost of Bid document			Shall be submitted before opening date and time of the Tender
2.	EMD Declaration			Shall be submitted before opening date and time of the Tender
3.	Original Pre-Contract Integrity Pact (FORM-13)			Shall be submitted before opening date and time of the Tender
4.	One Original Technical Proposal in hard bound			Shall be submitted before opening date and time of the Tender
5.	Three copies of Technical Proposal in spiral/hard bound and Two soft copies (read only) in Compact Disc (CD)			Shall be submitted before opening date and time of the Tender
6.	Scanned copy of Bid Document duly signed & stamped in all pages. The Tenderer shall give an Undertaking that no changes have been made in the Tender Document.			
7.	All pages are machine numbered and signed by Authorised Representative on each page			
8.	Scanned copy of Demand Draft/ Pay Order/Banker's Cheque towards Cost of Bid Document			
9.	Scanned copy of EMD declaration			
10.	Copy of Company's Registration Certificate as per Companies Act 1956			
11.	Copy of EPF code & ESI Registration Certificate			

S. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No)	Ref Page No.	Remarks
12.	Copy of PAN Card & GST Registration Certificate			
13.	Copy of Professional Indemnity Insurance Policy (PI)			
14.	Format of Bid Submission Letter – (FORM-1)			
15.	Format for Power of Attorney for Authorised Signatory of the Firm – (FORM-2)			
16.	Organization details – (FORM-3)			
17.	Financial Turnover – (FORM-4)			
18 (a).	Similar Works executed during Last Seven (7) years – (FORM-5A and 5B)			
18 (b).	EPC Works executed during Last Seven (7) years – (FORM-5C)			
19.	Financial Situation - (Form 6A)			
20.	Current Contract Commitments - (FORM-6B)			
21.	Details of Proposed Approach & Methodology – (FORM-7)			
22.	Plant and Equipment proposed for the Work – (FORM-8)			
23.	Personnel/Staff proposed for the Project – (FORM-9)			
24.	Proposed Site Organisation Chart – (FORM-10)			
25.	Historical Contract Non-Performance - (FORM-11A)			
26.	Pending Litigation - (FORM-11B)			
27.	Litigation History - (FORM-11C)			
28.	Declaration – (FORM-12)			



S. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No)	Ref Page No.	Remarks
29.	Pre-Contract Integrity Pact (FORM-13)			
30.	Joint Venture / Consortium Agreement (FORM-14)			
31.	Power of Attorney in favour of the Lead Member (FORM-15)			
32.	Proforma Letter of Authority (FORM-16)			
33.	Details of The Party Opting for Refund of EMD Through E-Payment System (FORM-17)			
34.	Format for furnishing Bank Information for E-Payment (FORM-18)			
35.	Any other document(s) submitted as per the requirement of Tender Document			

DATE:

BIDDER'S SIGNATURE WITH STAMP