COCHIN PORT TRUST

Tele:91-0484 -2666414/0484-258-2400
Telefax:91-0484-2666414
E-mail: coptce@gmail.com, ce@cochinport.gov.in,
Website: www.cochinport.gov.in

TENDER DOCUMENT FOR

ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING AT COCHIN PORT FOR ONE YEAR (RETENDER)

(TECHNICAL BID)

(e-Tendering Mode)
Website: www.tenderwizard.com/CPT

Tender No. T15/T- 1951/2021-C

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

Price : Rs.2,240/- (Rs.2,000/- + 12% GST)

COCHIN PORT TRUST
CIVIL ENGINEERING DEPARTMENT

Tender No: T15/T- 1951/2021-C

TENDER FOR ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING AT COCHI PORTFOR ONE YEAR (RETENDER)

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COCHIN PORT TRUST

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

Tender No. T15/T- 1951/2021-C **Date: 29/10/2021**

1. **e TENDERNOTICE**

1. Electronic tenders (e-tenders) on lump sum basis in two stage bidding (Technical Bid & Price Bid) are invited for "Engaging a Third Party Certification Cum Survey Agency for Monitoring the Maintenance Dredging at Cochin Port for One Year (Retender)", from the list of consultants empanelled by Indian Ports Association (IPA) for '1(d): Dredging Works' under Group I Projects as well as from the firms who were earlier involved in the monitoring of dredging works/ nautical depth study in Cochin Port, as per the list below:

   (i) M/s. Tata Consultancy Services, Mumbai
   (ii) M/s. AECOM India Pvt. Ltd., Haryana
   (iii) M/s. Pentacle Consultants (I) Pvt. Ltd., Mumbai
   (iv) M/s Dredging Solutions, Bangaluru
   (v) M/s Royal Haskoning dhv Consulting Pvt, Ltd., Noida
   (vi) M/s. WAPCOS Ltd. Gurgaon, Haryana
   (vii) M/s. KICONS Limited, Pune
   (viii) M/s. TRACTEBEL Engineering Pvt. Ltd, Gurgaon, Haryana
   (ix) M/s. Selihorn Technomech Marine &Infrastructure Consultant Pvt. Ltd, Chennai
   (x) M/s. Howe Engineering Projects Private Ltd.
   (xi) M/s. IR Class Systems and Solutions Pvt. Ltd, Mumbai,
   (xii) M/s. Worley Parsons India Private Ltd., Thane (West)
   (xiii) M/s IIC Technologies, Hyderabad
   (xiv) M/s NTCPWC, IITM, Chennai.

2. **Minimum Qualification Criteria**: Minimum Qualification Criteria for Experience (MQC) as detailed below, shall be met by the bidders for short listing.

   "The firms having experience of successfully completed the assignments as Project Management Consultants / Third party certification Agency for monitoring of Dredging (Capital / Maintenance) works of either of the following during last 7 years ending 30th September, 2021*shall be considered as eligible firms for opening the price bids".*

   (i) Three Dredging Works, EACH work either costing not less than Rs. 295.92 Million **<u>or</u>** involving in situ dredging quantity of not less than 7.20 Million cum.

   <u>OR</u>

   (ii) Two Dredging Works, EACH work either costing not less than Rs.394.56 Million **<u>or</u>** involving in situ dredging quantity of not less than 9.60 Million cum.

   <u>OR</u>

   (iii) One Dredging Work either costing not less than Rs.591.84 Million **<u>or</u>** involving in situ dredging quantity of not less than 14.40 Million cum.

3. Details of sale/ submission of Bids are as under

Downloading period	29-10-2021 to 14.30 hours on 19-11-2021
Last date and time of submission of Bid	14.30 hours on 19-11-2021
Date and time of opening the Bid	15.00 hours on 19-11-2021
Earnest Money Deposit	**NIL** [EMD Declaration to be given by Bidder as per **Annexure- 3**]
Cost of Bid Document	**Rs.2,240/-**(Rs.2,000 + 12% GST) (Non refundable) furnished either through Demand Draft /Banker's Cheque drawn in favour of the FA & CAO, CoPT, payable at Kochi, from any Nationalized Bank/ Scheduled Bank in India being the cost of single copy of the Bid Document. Payment can also be made online mode (NEFT/RTGS) as per Bank details at ***Annexure-16***.
Last date of seeking clarifications	**05-11-2021**
Online Pre bid meeting	**15.00hrs on 08-11-2021**

4. Cochin Port Trust is carrying out the dredging works in the approach channels and berth basins under Lump sum need basis for maintaining required depths and widths at Outer Approach Channels, Inner Approach Channels and various berths for the year 2021-2022. In order to monitor the on-going dredging activity, it is proposed to invite competitive tenders from the reputed consulting firms for engaging as Third-Party Certification / Survey Agency. The services of Certification cum Survey Agency is to carry out (a) monitoring / supervision of maintenance dredging and (b) witnessing and certifying hydrographic / bathymetric survey at channels and inner harbour of Cochin Port by engaging manpower. The period of contract shall be for a period of one year and likely to be extended for another period of two years on the same terms and conditions, at the discretion of CoPT and based on the Performance of the Agency.

5. **Outsourcing / Subcontracting is not permitted for this Assignment.**

6. Bid Documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid Document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/Banker's Cheque drawn in favour of FA & CAO, CoPT along with the submission of Bid. Payment can also be made online mode (NEFT/RTGS) as per Bank details at ***Annexure-16***. The bidders shall upload the proof of payment made towards cost of tender document along with the Bid Document while submitting the tender electronically in the e-Tendering Portal.

7. The bids shall be uploaded in electronic form only through e-tender portal www.tenderwizard.com/CPT.

8. The Bidders need to obtain the one time User ID & password for log-in to e-Tendering system from the service provider M/s. KEONICS by paying registration amount of Rs.1,124/- by online payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".

9. The intending Bidder must have valid Class-II or III digital signature certificate to submit the Bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No.080-49352000 / 9605557738/9746118529.

10. The bids shall be submitted "online" strictly in accordance with the Instructions to Bidders and other Terms & Conditions given in the tender document.

11. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the Queries of Bidders etc., if any, issued by CoPT, from the e-Tendering portal or CoPT website or CPP Portal before submission of the Bid. Bids with any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of Bidder etc. duly signed along with the downloaded Documents while submitting the Bid, are liable for rejection. Incomplete Bid Documents may be rejected.

12. The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD Declaration shall be uploaded with the Bid Document while submitting the tender electronically in the e-Tendering Portal. **The Bidder shall submit the originals of: (i) DD/ Pay Order/ Banker's Cheque towards the cost of Bid Document, (ii) EMD Declaration and (iii) Power of Attorney, if applicable**, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Assignment, due date of opening of Bid and Name of the Bidder to **the Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA, and these original documents shall be reached to the Employer within 3 (THREE) working days from the Bid Due Date. Non submission of the original financial instruments towards the Cost of Tender Document, EMD Declaration and Power-of-Attorney, if applicable, within the above period leads to disqualification of Bids**. Bids received after the stipulated last date and time for receipt, due to any reasons will not be considered.

13. The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque/Bank Transfer towards the cost of tender document and EMD Declaration, proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/CPT .

14. Cochin Port Trust will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website. 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.

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

16. This Tender Notice shall form part of the Contract.

Sd/-
Chief Engineer
Cochin Port Trust
For and on behalf of the Board **of Trustees of the Cochin Port Trust**

2. INSTRUCTIONS TO BIDDERS

1. Cochin Port Trust is engaging the reputed dredging firms for carrying out the maintenance dredging in the approach channels and berth basins for maintaining required depths and widths at Outer Approach Channels, Inner Approach Channels and various berths throughout a year and presently, M/s Dredging Corporation of India Limited (DCIL), is carrying out this maintenance dredging work since 17-05-2021. In order to monitor the maintenance dredging, it is proposed to engage a Third-Party Certification / Survey Agency. The services of Certification cum Survey Agency is to carry out (a) monitoring / supervision of maintenance dredging and (b) witnessing and certifying hydrographic / bathymetric survey at channels and inner harbour of Cochin Port as per the contract conditions by engaging manpower. The period of contract shall be for a period of one year and likely to be extended for another period of two years–on the same terms and conditions, at the discretion of CoPT and based on the Performance of the Agency.

2. In pursuance to the above, CoPT now proposes to invite Limited Bids for "**Engaging a Third Party Certification Cum Survey Agency for Monitoring the Maintenance at Cochin Port for One Year (Retender)**", from the list of consultants empanelled by Indian Ports Association (IPA) for '1(d): Dredging Works' under Group I Projects and the firms who were earlier involved in the monitoring of dredging works/ nautical depth study in Cochin Port.

   i) M/s. Tata Consultancy Services, Mumbai
   ii) M/s. AECOM India Pvt. Ltd., Haryana
   iii) M/s. Pentacle Consultants (I) Pvt. Ltd., Mumbai
   iv) M/s Dredging solutions, Bangaluru
   v) M/s Royal Haskoning dhv Consulting Pvt, Ltd., Noida
   vi) M/s. WAPCOS Ltd. Gurgaon, Haryana
   vii) M/s. KICONS Limited, Pune
   viii) M/s. TRACTEBEL Engineering Pvt. Ltd, Gurgaon, Haryana
   ix) M/s. Selihorn Technomech Marine & Infrastructure consultant Pvt. Ltd, Chennai
   x) M/s. Howe Engineering Projects Private Ltd.
   xi) M/s. IR Class Systems and Solutions Pvt. Ltd, Mumbai,
   xii) M/s. Worley Parsons India Private Ltd., Thane (West)
   xiii) M/s IIC Technologies, Hyderabad
   xiv) M/s NTCPWC, IITM, Chennai.

3. Tenders should be submitted in accordance with the instructions to **Bidders**, General Terms & Conditions of Contract and Terms of Reference of Contract as enumerated in this tender document.

4. **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/CPT or from **Port's** website www.cochinport.gov.in or from Central Public Procurement Portalwww.eprocure.gov.in/cppp/.

5. **Cost of tender document:**

   The Cost of Bid Document shall be remitted in the form of Demand Draft /Pay Order/Banker's Cheque drawn in favour of the FA & CAO, CoPT from any Scheduled / Nationalised Bank having its branch at Kochi at the time of submission of Bids. Payment can also be made online mode (NEFT/RTGS) as per Bank details at ***Annexure-16***. The bidders shall upload the proof of payment made towards cost of tender document along with the Bid Document while submitting the tender electronically in the e-Tendering Portal. Cost of tender document will **not** be refunded. Cost of tender document in the form of Cash /Cheque/ Bank Guarantee will not be accepted. Tenders without cost of tender document will not be accepted.

6. **Earnest Money Deposit:**

There will not be any Earnest Money to be deposited along with this tender. However, each bid should be accompanied by an Earnest Money Deposit (EMD) Declaration as per **Annexure- 3.** Tenders without EMD Declaration will not be accepted.

7. **Validity of Tender:**

The tender shall remain valid and open for acceptance for a period of 180 days from the last date fixed for receiving the same. CoPT reserves the right to reject any Bid, which does not meet this requirement.

Cochin Port Trust may request the Bidders to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. Bidders who are willing for such an extension shall have to communicate their acceptance, within the specified time as mentioned in the request made by the Port Trust for validity extension. The Bidder will have an option to refuse the request for extension. However, no claim from such Bidders, whatsoever, concerned with this Bidding, will be entertained by the Port Trust. However in the event of the Bidder agreeing to the request, they will not be permitted to modify the tender.

8. **Communications**

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

The Chief Engineer,
Chief Engineer's Office,
Cochin Port Trust,
Willingdon Island,
Cochin – 682 009.
Kerala, India.
Ph:- 91-0484-2666414/2582400/ 2582404.
Fax:-91-0484-2666414.
Email: coptce@gmail.com/ ce@cochinport.gov.in

9. **General instructions**

9.1 The Bidder is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender.

9.2 Power of attorney for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender.

9.3 In the Letter of Submission, the Bidder shall compulsorily indicate two nos. of current active email addresses to which further Bid related communication can be sent by CoPT. All communication from CoPT shall be deemed to have been delivered when the email is sent to the specified email addresses and the date of sending email by CoPT shall be considered as the date of receipt by the Bidder. CoPT shall, in no way, be responsible for the non-receipt of any such communication by the Bidder due to whatever reasons on this account.

9.4 The Bidder should not submit their offer with any conditions/counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.

9.5 All the documents submitted should be indexed and page numbered.

9.6 The Bidder shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.

9.7 The submission of a tender by Bidder implies that he has read this instruction and the General and Special Terms and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender.

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

9.9 Corrections should be duly attested by the signature(s) of the Bidder(s) with date.

9.10 CochinPortTrustwillnotprovideanyformsforgettinganyexemptionsfrom payment of duties and taxes.

9.11 Canvassing in connection with the tender is strictly prohibited and the tenders submitted by those who resort to canvassing, will be liable for rejection.

9.12 Tenders which do not fulfill all or any of the conditions stated in this document or which contain any other condition of any sort including conditional rebates or are incomplete in any respect are liable for rejection.

9.13 The Bidder shall specify the PAN No. allotted to him so that Chief Engineer / his representative can ascertain his liability to the Income Tax Department.

9.14 The Bidder shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.

9.15 The bidders must have EPF Registration Certificate & ESI and copy shall be submitted. An undertaking regarding EPF and ESI Contribution as attached at ***Annexure -15*** in Non-Judicial India Stamp Paper worth Rs. 200/- shall also be submitted by the bidder.

9.16 Collaboration with any other firm to achieve the criteria for EPF Registration Certificate & ESI certification, GST Registration Certificate and PAN card will not be allowed

10. **Minimum Qualification Criteria**:

Minimum Qualification Criteria for Experience (MQC) as detailed below, shall be met by the bidders for short listing.

"The firms having experience of successfully completed the assignments as Project Management Consultants / Third party certification Agency for monitoring of Dredging (Capital / Maintenance) works of either of the following during last 7 years ending 30th September, 2021 shall be considered as eligible firms opening the price bids".

(i) Three Dredging Works, EACH work either costing not less than Rs. 295.92 Million **<u>or</u>** involving in situ dredging quantity of not less than 7.20 Million cum.

<u>OR</u>

(ii) Two Dredging Works, EACH work either costing not less than Rs.394.56 Million **or** involving in situ dredging quantity of not less than 9.60 Million cum.

OR

(iii) One Dredging Work either costing not less than Rs.591.84 Million **or** involving in situ dredging quantity of not less than 14.40 Million cum.

11. **Pre-Bid Meeting and Clarifications**

11.1 Online Pre-Bid meeting will be held for the Bid on **08-11-2021**.The Bidders who need clarifications on any specific issue shall inform the **Employer in writing (in editable word/doc/docx format only) on or before 05-11-2021** at the address given in the Clause 8 above. No queries/clarifications on Bid Document shall be entertained after this date.

11.2 The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Due Date. The replies/clarifications/decisions shall be hosted at the Cochin Port Trust website www.cochinport.gov.in, e-Tendering Portal and CPP Portal without identifying the source of queries.

11.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 11 shall be construed as obligating the Authority to respond to any question or to provide any clarification.

12. **Amendment of Tender Document:**

12.1 At any time prior to the deadline for submission of Bid, CoPT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda/Amendment.

12.2 The Chief Engineer, Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Bid Documents prior to the due date of submission of the Bid. Any Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPT will be hosted in Cochin Port Trust website www.cochinport.gov.in, e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPT, from the website before submission of Bid. Bidders shall verify if any such amendment/modifications have been issued in CoPT website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. ln any case, amendments/ modifications if any are made, the same shall be binding on the Bidder. Bids with any shortfall in submissions of the said Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc. duly signed along with the downloaded documents while submitting the Bid, are liable for rejection. In order to afford Bidders with reasonable time to take an Addendum into account, or for any other reason, the CoPT may, at its discretion, extend the Bid Due Date and the Bid extension notice shall be hosted in the websites only.

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

13. **Number of Bids /Proposals**

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

14. **Site Visit**

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

The Chief Engineer,
Chief Engineer’s Office,
Cochin Port Trust,
Cochin – 682 009.
Kerala, India.
Tel : 91-0484-2666414, 2666871 Extn: 2400
Fax : 91-0484-2666414
E-mail:coptce@gmail.com; ce@cochinport.gov.in

15. **Acknowledgement by Bidder**

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

a) Made a complete and careful examination of the Bid Document;
b) Received all relevant information requested from the CoPT/Authority;
c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of the Authority / CoPT or relating to any of the matters referred to in Clause 14 above;
d) satisfied itself about all matters, things and information, including matters referred to in Clause 14 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
e) acknowledged that it does not have a Conflict of Interest; and
f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

16. **Language of the Bid**

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

17. **No Alternative Proposals by Bidders:**

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

18. **Submission of Bids**

18.1 Bidder shall prepare one set of his bid including Departmental Bid Document including all addenda / corrigenda duly completed and signed, mentioned hereinafter.

18.2 Downloaded tender document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped **on all pages** for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed tender document **(except price-bid)** shall be scanned and uploaded in the e-tender portal www.tenderwizard.com/CPT.Any tender not so complete is liable to be rejected.

18.3 Letter of Submission shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power-of-Attorney (in original) authorizing the signatory/s of the Bid shall be enclosed.

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

18.5 Demand Draft/Bankers' Cheque /Bank Transfer details towards the Cost of Tender Document and EMD Declaration have to be scanned and attached in the e-tender portal www.tenderwizard.com/COPT. **Original Demand Draft / Bankers' Cheque towards the Cost of Tender Document and EMD Declaration has to reach office of the Chief Engineer, Cochin Port Trust, within 3 (THREE) working days from the Bid Due Date fixed for opening of Stage l of the bid. Tenders which do not satisfy this condition will be rejected**.

18.6 Bidders shall submit the Bid / proposal in the format at **Annexure -1** including list of all Documents accompanying the Bid.

18.7 The Bid / proposal shall contain the following documents:

i) A letter of submission /covering letter of the bidder as per **Annexure -1**including list of all Documents accompanying the Bid as per **Annexure -2.**
ii) Cost of Bid Document as per Table of e Tender Notice
iii) EMD Declaration as per **Annexure – 3**.
iv) For bidders currently included in the IPA's empanelled list, documentary evidence proving that the bidder is currently included in the IPA's empanelled list for "Dredging Works" under Category Group I Projects.
v) Duly executed Power-of-Attorney (in original) in favour of signatory(s) to the Bid, duly authenticated by Notary Public as per **Annexure-4**
vi) Notary certified copy of (a) the Letter of Acceptance (LOA); and (b) Completion Certificate of Project Management Consultancy (PMC)/ Third Party certification agency works executed for dredging works specifying the completion cost, quantity of dredging,

type of dredger(s) deployed, date of commencement and date of completion etc. of dredging **/PMC works**, issued by the Owner of the respective work and other details, as per **Annexure-5.**

vii) An undertaking, as per **Annexure-6**,by the bidder to the effect that;

1) Financial Bid (Price Bid) do not contain any conditions.

2) the bidder has not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and has not committed any offence under PC Act in connection with the bid,

3) disclosure of payment made/proposed to be made to the intermediaries in connection with the bid,

4) no changes have been made in the tender document, downloaded by the bidder

5) the bidder has not been debarred or black listed by any agencies from rendering similar works.

viii) Corporate information of the bidder as per **Annexure – 7**.

ix) The details of the staff/professionals, who will be engaged for the Third Party Certification work, as required under Terms of Reference of the bid document, including their CVs indicating the qualifications, areas of skill, with their previous experience in similar works, shall be submitted along with the Bid as per **Annexure-8 (Sheet 1& 2)**

The above details are only for confirming that the Bidder would deploy personnel meeting with the minimum requirements for Key Personnel specified in this Document. No scoring will be done on its basis.

x) Structure of bidder's organization as per **Annexure – 9.**

xi) Information regarding any current litigation as per **Annexure-10**.

xii) Details of the bidder and Bank information for e- Payment system as per **Annexure 11 and Annexure-12.**

xiii) Copy of Certification of Registration of the company.

xiv) Copies of PAN and GST registrations

xv) Copies of EPF and ESI registration certificates and undertaking as per **Annexure - 15**

xvi) Bid documents in PDF format duly filled (except price schedule), addenda, clarifications/responses of queries, if any, signed and stamped onall pages.

xvii) Financial proposal / Price bid as per **Schedule B**

18.8 **Financial Proposal/ Price Bid**:

Bidders shall submit the financial proposal / price bid only in e-tendering mode in the format given separately as per Schedule B clearly indicating the total cost of the assignment in lump sum charges/fees (In Indian Rupees) to be paid by the CoPT for these services/ assignment in both figures and words. In the event of any difference between figures and words, the amount indicated in words shall prevail.

This lump sum charges / fees shall be inclusive of all incidentals, overheads, travelling expenses, preparation of reports, expenditure related to presentations to be made during the execution of assignment, sundries/all other expenditure and all taxes levies and duties but excluding GST, for execution of the services as per this Bid Document including the Terms of Reference, amendments, alterations, modifications, if any, to the Bid Document.

NOTE:

a) The lumpsum fees/ charges quoted by the Bidder shall be paid as month wise payments as prescribed in Clause 9 of Terms of Reference. Income Tax, Professional Tax and any other tax as per statutory provisions of Govt. of India and Kerala State shall be deducted by the CoPT from each invoice. A certificate in this regard shall be furnished by the CoPT. Exemption from payment of taxes, if any, shall be intimated by the Bidder in advance and necessary Documents in this regard shall be furnished.

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

INCASE ANY CONDITIONS ARE SPECIFIED IN THE FINANCIAL BID, THE TENDER SHALL BE REJECTED SUMMARILY WITHOUT MAKING ANY FURTHER REFERENCE TO THE BIDDER.

Disclosure / indication of the Price(s) elsewhere shall make the Tender disqualified and will be rejected.

18.9 Bid shall be submitted through e-tender mode before 14.30 Hrs on 19-11-2021.For online submission, the scanned copies of the Documents as detailed in Clause 18.14 below need be submitted through e-Tendering mode on ***www.tenderwizard.com/COPT*.**

18.10 Bids shall be submitted "online" strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document.

18.11 The Bidder shall submit the originals of: (i) DD/ Pay Order/ Bankers Cheque towards the cost of Bid Document, as applicable, (ii) EMD Declaration and (iii) Power-of-Attorney, if applicable, along with letter of submission in a sealed cover duly mentioning the Tender No. & Name of Work, due date of opening of Bid and Name of the Bidder to **the Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA within 3 (THREE) working days from the Bid Due Date.**

18.12 **Non submission of the original financial instruments towards Cost of Bid Document, EMD Declaration and Power-of-Attorney, if applicable within the above period will lead to disqualification of Bids.**

18.13 The successful Bidder shall submit original copy of complete Proposal already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the Work.

18.14 **List of Documents to be submitted:**

18.14.1**List of Documents to be uploaded for online submission of The Bid:**

(i) Scanned copy of financial instruments towards Cost of Bid Document
(ii) Scanned copies of **Annexures 1 to 12& 15,** duly signed.
(iii) Scanned copy of Partnership and Registration Certificate of Company as the case may be.
(iv) Bid Document in PDF format and all addenda/corrigenda duly signed and sealed.
(v) Scanned copy of the notarised LoAs and completion certificates of the works executed as detailed at Clause 18.7 (vi) above.
(vi) Scanned copy of PAN, GST, EPF and ESI registration certificates.
(vii) Scanned copy of documentary proof as per Clause 18.7 (iv) above.

18.14.2 **List of Documents to be submitted in original:**

(i) DD / Pay Order/ Banker's Cheque towards Cost of Tender Document, as applicable.
(ii) EMD Declaration (vide **Annexure-3)**
(iii) Letter of Submission (vide **Annexure -1)**
(iv) Power-of-Attorney, duly authenticated by Notary Public (vide **Annexure-4**)

19. **Late Bids**

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

20. **Opening and evaluation of Tenders**:

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

20.2 Technical bid will be opened at 14.30 hrs on the last date fixed for receiving the Bids on **19-11-2021**, in the e-tender portal www.tenderwizard.com/CPT. Bidders can witness the tender opening by logging into the e-tender portal at the date and time fixed for tender opening.

20.3 Submission of Cost of Bid Document and EMD Declaration is verified initially. In case the Cost of Bid Document is not deposited or is not in order and EMD Declaration is not in order, the Bid will not be opened further and hard copy submitted will be returned.

20.4 Proposals of the Bidders shall be examined in detail for their contents. In the process of this examination, if additional information/clarifications are found necessary, the same shall be sought for furnishing by the Bidder within the specified date, in writing. However the basic proposal shall not be permitted to be changed/ altered either to fulfill Eligibility to Bid or to qualify for meeting the proposal parameters.

20.5 If any Bid does not contain EMD Declaration, cost of bid document, power of attorney and letter of submission in the manner prescribed in the Bid Document, then that Bid will be rejected and the Bidder will be informed accordingly. The Financial Quote submitted in e-mode will not be opened in that case.

20.6 **Opening of Financial Quote:**

Financial / Price Bid of those Bidders who are found qualified after evaluation of Minimum Qualification Criteria will be opened "on-line". Date and time of opening of price- bid will be notified in the e tender portal and intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging into the e-tender portal at the date and time intimated for opening of Price Bid.

20.7 **Responsiveness of the Bid:**

The Port Trust will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. A responsive Bid is one which conforms to all the requirements of the Bid Document without any deviation or reservation. A Bid shall be treated unresponsive for any or all of the following reasons: -

(i) Validity of the proposal is not confirmed.

(ii) Bid Documents not signed and submitted in full meeting requirements of the bid documents

(iii) Bid which contains any conditions.

21. **Evaluation** and **comparison of tenders:**

Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding.

22. **Acceptance of Tender:**

Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

23. **Right to Reject any or All Proposals**

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

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

23.3 Without prejudice to the generality of Clause 23.1 above, the CoPT reserves the right to reject any Proposal/Bid if:

a) at any time, a material misrepresentation is made or discovered, or
b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal/Bid.
c) Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals/Bids have been opened and the lowest bidder gets disqualified /rejected, then the Authority reserves the right to consider the next lowest Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

24. **Currency**

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

25. **Appointment of Consultant**

25.1**Negotiations**

25.1.1 The lowest Bidder may, if necessary, be invited for negotiations for exploring possibility of reducing price and for re-confirming the obligations of the Consultant under this Bid. Issues such as, understanding of the ToR, methodology and quality of the work plan shall be discussed during negotiations and re-confirmed.

25.1.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Employer.

25.2 **Substitution of Personnel**

The Authority will not normally consider any request of the Selected Bidder for substitution of Personnels. Substitution will, however, be permitted if the Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

25.3 **Selection of bidder**

The Assignment shall be awarded with a firm with lowest financial quote among the Technically qualified firms.

25.4 **Award of Work**

The successful Bidder shall be issued a Letter of Acceptance (LoA) by CoPT either by facsimile or email, which will be subsequently confirmed by Registered Post. This LoA along with written acknowledgment of the successful Bidder/ Consultant shall constitute a Contract between the Consultant and Cochin Port, till the signing of the formal agreement.

26. **Signing of Agreement**

26.1 The Consultant (successful Bidder) shall execute an Agreement at his expense on Kerala State stamp paper of proper value in the format set out in **Annexure -14** for the due and proper fulfillment of the Contract within 28 (twenty eight) days of date of the Letter of Acceptance by facsimile or email by the Consultant or within such time as extended by the Employer. The consultant shall submit 12 (Twelve) copies of signed agreement and original in bound volume.

27. **Fraud and Corrupt Practices:**

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Document, the Port shall reject the Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Bid, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any Tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) "corrupt practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means

(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) having a Conflict of Interest; and

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

28. **Commencement and Completion of Work :**

The monitoring work shall be commenced by the successful bidder as notified in the LoA to be issued.

29. **Summary of Time Schedule:**

Downloading of Tender Document	From 29-10-2021 to 14.30 Hrs on 19-11-2021
Last Date of Bid Submission	14.30 Hrs on19-11-2021
Opening Date of Technical Bids	15 Hrs. on19-11-2021
Price Bid Opening Date	Will be intimated later to qualified bidders

SIGNATURE OF BIDDER

3. GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definitions and Interpretations

1.1 In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

a) ***"Employer/Cochin Port Trust/CoPT/Board/Port Trust/Authority/Port"*** means Board of Trustees of Port of Cochin, a body corporate under the Major Port Trusts Act, 1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, or any other officers so nominated by the Board.

b) ***"Third Party Certification cum Survey Agency/ Third Party Certification Agency/Agency/Consultant/Project Management Consultant/PMC*** means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Trust and includes his servants, agents and workers, personal representatives, successors and permitted assigns.

c) ***"Contract"*** means and includes Tender Documents, instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Schedules, Annexure etc., any amendments thereto, Tender, Letter of Acceptance and the Contract Agreement.

d) ***"Agreement"*** means this agreement, together with its Annexures, Appendices and written Amendments, if any, thereon.

e) ***"Assignment"*** includes all duties, responsibilities and obligations to be discharged by the Third Party Certification Cum Survey Agency.

f) ***"Tender/Proposal/Bid"*** means the offer of the Third Party Certification Cum Survey Agency along with tender/bid document and all other relevant documents as referred to in the contract.

g) ***"Work/Assignment"***means, works to be executed in accordance with the contract.

h) ***"Contract Price/Award Price"*** means sum named in the tender subject to such addition thereof or deduction there from as may be made under the provisions thereinafter contained.

i) ***"A Day"*** means a day of 24 hours from mid night to next mid night as recorded at 0000 hrs to 2400 hrs.

j) ***"A month"*** means month according to Gregorian calendar.

k) ***"Work done Certificate"*** means certificate issued by the EMPLOYER or his representative where the work has been completed to his satisfaction in accordance with the contract.

l) ***"Services"*** means the activities set forth and any and all other services set forth in the Agreement to be performed by the Third Party Certification Cum Survey Agency pursuant ti the terms of this Agreement.

m) "***Engineer in Charge"*** means Chief Engineer, Cochin Port Trust and any other officer in charge of the assignment nominated by Cochin Port Trust.

n) **"Date of Commencement of Work"** means the actual date on which the Third Party Certification Cum Survey Agency commences the work related to the Assignment **OR** the date as specified on the Letter of Acceptance by facsimile or email by the Third Party Certification Cum Survey Agency, whichever is earlier.

1.2 **Notes**

i) ***Singular and Plural***: Words importing the singular only also include the plural and vice versa where the context requires.

ii) ***Headings***: The headings as mentioned in the Bid Document shall not be taken to be part thereof Bid Document or be taken into consideration in the interpretation or construction thereof or of the Contract.

2.General Provisions

2.1 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws in India and shall be under the jurisdiction of courts in Cochin only.

2.2 Notices

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

The Chief Engineer,
Chief Engineer's Office,
Cochin Port Trust,
Cochin – 682 009, Kerala, India.
Tel : 91-0484-2666414, 2666871 Extn:2400
Fax : 91-0484-2666414
E-mail: ce@cochinport.gov.in, coptce@gmail.com

3. Earnest Money Deposit (EMD)

3.1 No EMD is required to be submitted along with the Bid. However, the proposal shall be accompanied by an Earnest Money Deposit Declaration (in lieu of EMD) accepting that the Bidder shall be suspended and shall not be eligible to participate in the Bids invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Order, under the following circumstances:

(i) if after the opening of Bid, the Bidder withdraw or modify their Bid during the period of validity specified in the Bid Documents (including extended validity, if any), or do not accept the correction of the Bid Price pursuant to any arithmetical errors

(ii) if after the award of work, the Bidder fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Bid Document.

4. General

4.1 Any penal interest, penalty or fine payable / paid by the Third Party Certification Cum Survey Agency to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Trust under any circumstances.

4.2 In case of non compliance of any of the terms mentioned in this tender by the Third Party Certification Cum Survey Agency, Port reserves the right to terminate the contract and forfeit the Security Deposit/Performance Security

4.3 Dispute or difference on any matter whatsoever, pertaining to the contract shall not be raised by the Third Party Certification Cum Survey Agency after submission of 'No Claim Certificate'.

4.4 No correspondence will be entertained from the unsuccessful Bidders.

4.5 All correspondences pertaining to this contract shall be in English language.

4.6 The Third Party Certification Cum Survey Agency shall not outsource or otherwise engage any other independent agency to perform any of its obligations under this Agreement.

4.7 Third Party Certification Cum Survey Agency shall comply with statutory obligations of State and Central Government, wherever applicable

4.8 Cochin Port is an International Ship & Port Facility Security (ISPS) Code compliant Port and the Third Party Certification Cum Survey Agency is obliged to comply with the provisions of the code in force and as amended from time to time.

5. Third Party Certification Cum Survey Agency to inform himself fully:

The Third Party Certification Cum Survey Agency shall be deemed to have carefully examined the general and special conditions of contract, and tender document and understood himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the contract and satisfy himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.

6. Notification of Award:-

Prior to expiry of tender validity or extended validity, the Cochin Port Trust shall notify the successful Bidder, in writing, that his tender has been accepted. Until a formal contract is prepared and executed, the notification of award and tender document shall constitute a binding contract.

7. Contract Agreement:

7.1 The successful Bidder will be required to execute an agreement at his expense on Kerala Stamp Paper of appropriate value in the format as at **Annexure –14**for the due and proper fulfillment of the contract, within 28 (Twenty Eight) days from the date of issue of Letter of Acceptance. Pending preparation and execution of the contract agreement as above, the tender submitted by the Third Party Certification Cum Survey Agency together with Letter of Acceptance/Letter of Appointment issued by Chief Engineer, CoPT accepting the tender shall constitute a binding contract between Cochin Port Trust and the Third Party Certification Cum Survey Agency.

7.2 In the event of the Bidder, after the issue of the communication of acceptance of offer by the Port Trust, failing/refusing to execute the agreement as provided, the Bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Third Party Certification Cum Survey Agency's calculated and willful breach of the contract, the cost and consequence of which shall be to the sole account of the Bidder and upon such an event the Port shall have full right to claim damages thereof either together with or in addition to the actions stipulated as per the Earnest Money Declaration.

8. Performance Security

The successful Bidder will be required to furnish a Performance Security amounting to 3% of the contract value not later than **15 days** from the date of receipt of work order in one of the following forms:

i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank.

ii) An irrevocable Bank Guarantee (BG) in a stamp paper of appropriate value enforceable and encashable at Cochin, drawn from a Nationalized/Scheduled Bank, operating in India, as per the proforma at **Annexure 13** to the Bid Document. Failure of the Successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the Contract and suspension of the Bidder from participating in the Bids invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Order. The Performance Security shall remain in force till 30 days after the satisfactory completion of the Contract and will be discharged thereafter subject to the condition stated therein. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder.

If the Third Party Certification Cum Survey Agency fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract from Security Deposit/any sums of money due or that may become due to the Third Party Certification Cum Survey Agency. This is without prejudice to the rights of the Port Trust under the terms and conditions of this Contract.

8.2 Unless Performance Security is furnished within the period as specified above or such extension of that period as may be permitted by the Engineer in writing, actions as per the Earnest Money declaration will be initiated.

8.3 Performance Security will be released / refunded to the Third Party Certification Cum Survey Agency not later than 30 days from the date of completion of Service/Contract Period.

8.4 Replenishing of Performance Security:

All compensations or other sums of money due from the Third Party Certification Cum Survey Agency under the terms of this contract shall be recovered from his security deposit. In the event the Security Deposit is invoked fully or partially for making such recovery during the period of contract, the Third Party Certification Cum Survey Agency shall within 10 days, replenish the Security Deposit for such sum, which have been deducted from the Security Deposit.

9. Care and diligence

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

9.2 The Third Party Certification Cum Survey Agency shall perform the Work in a professional manner, using sound engineering and design principles and management

and supervisory procedures, and in accordance with the standards employed in the field. By submitting the Bid, the Third Party Certification Cum Survey Agency represents that it has the required skills and capacity to perform the Work in the foregoing manner.

10. Confidentiality

The Third Party Certification Cum Survey Agency shall treat all the Documents and information received from CoPT and all other related Documents/communications including the Documents prepared by the Third Party Certification Cum Survey Agency as part of this work in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Third Party Certification Cum Survey Agency shall not divulge any such information unless CoPT authorizes the Third Party Certification Cum Survey Agency in advance in writing. Further, the Third Party Certification Cum Survey Agency shall return all the Documents received from CoPT from time to time after completion of the Work related to those Documents.

11. Suspension of Service:

11.1 If any of the following events shall have happened and /or is continuing, Cochin Port Trust may, by written notice to the Third Party Certification Cum Survey Agency, suspend the service:

(i) Violation of any of the conditions mentioned in the Agreement for the performance of this contract shall have occurred on the part of the Third Party Certification Cum Survey Agency or the persons acting on his behalf or any of his employees.

(ii) Any condition which makes it unable for either party by reason of "Force Majeure" as referred in the Bid Document, for successful performance of the contract.

11.2 Cochin Port Trust shall be empowered to revoke the suspension of service as and when it feels that the normal operations can be resumed.

12. Termination of Contract:

The Contract shall be terminated under following circumstances:

(i) Any of the conditions of suspension of service continuing for a period of two weeks after Cochin Port Trust has given the written notice of suspension to the Third Party Certification Cum Survey Agency.

(ii) lf the Third Party Certification Cum Survey Agency, in the judgment of the Cochin Port Trust, has engaged in fraud and corruption, in competing for or in executing the contract.

(iii) Violation of any of the conditions of the contract by the Third Party Certification Cum Survey Agency or the persons acting on his behalf or any of his employees. In such cases the performance security will be forfeited and further action deemed fit will be initiated against the Third Party Certification Cum Survey Agency.

(iv) The Third Party Certification Cum Survey Agency has the right to terminate this contract on his own by giving30 days written notice to the management after approval of his request for termination.

(v) Notwithstanding anything contained in any of the clauses herein, Cochin Port Trust reserves the right to terminate this Agreement without assigning any reason by giving 30 days notice in writing to the Third Party Certification Cum Survey Agency without payment of compensation in any manner whatsoever. Cochin Port Trust shall also be at liberty to terminate this Agreement forthwith without any notice to the Third Party Certification Cum Survey Agency or payment or in lieu thereof, if, on account of any statute or order or rule or regulation or award, judgment or decision, Cochin Port Trust is required not to have the aforesaid services as provided under this Agreement.

(vi) Cochin Port Trust, by notice sent to the Third Party Certification Cum Survey Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Trust's convenience, the extent to which performance of the Third Party Certification Cum Survey Agency under the Contract is terminated, and the date upon which such termination becomes effective.

13. Force Majeure

(i) The term "Force Majeure" as employed herein, shall mean "Act of God, Landslides, Earth Quakes, Storms, Floods and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome."

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

(iii) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 13 (i) above or delays arising from such event;

(iv) Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a party or agents or employees, (ii) any event which a diligent party could reasonably have expected to both (a) take into account at the time of the conclusion of this Work / Assignment and (b) avoid or overcome in the carrying out of its obligations hereunder.

14. Compliance with Statutory Requirements:

The Third Party Certification Cum Survey Agency shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye-laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Indian Workmen's

Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and equal remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Third Party Certification Cum Survey Agency shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Third Party Certification Cum Survey Agency. If as a results of Third Party Certification Cum Survey Agency's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Third Party Certification Cum Survey Agency under this contract or any other contract or otherwise recover from the Third Party Certification Cum Survey Agency any sums which the Board is required or called upon to pay or reimburse on behalf of the Third Party Certification Cum Survey Agency.

Notwithstanding the contractual obligation, the Board shall be entitled to all protections and defences under the provisions of the Major Port Trusts Act, 1963 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

15. Control of Personnel:

The Agency's personnel shall, during the contract period, be for all purpose at the disposal and control of the Employer. If the Employer has reason to be dissatisfied with the conduct or efficiency of the above personnel, the Third Party Certification Cum Survey Agency on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment. The above persons will carry out all orders of the Employer or his representative.

16. Third Party Certification Cum Survey Agency's Subordinate Staff & Their Conduct:

a) The Third Party Certification Cum Survey Agency after award of the work shall furnish names and depute qualified personnel as per the tender having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. The Third Party Certification Cum Survey Agency shall also provide to the satisfaction of the Employer sufficient and qualified staff to the execution of the Assignment. Whenever, on the opinion of the Employer, additional properly qualified staff is considered necessary, they shall be employed by the Third Party Certification Cum Survey Agency without additional charge on account thereof. The Third Party Certification Cum Survey Agency shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Deputy Conservator. In case, any of the deployed manpower of the agency is found inefficient in meeting the required output within the reasonable time as per the tender conditions, the properly qualified manpower shall be employed by the agency, replacing that manpower without any additional charge on this account.

b) If and whenever the Third Party Certification Cum Survey Agency's employees shall in the opinion of the Employer by guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the

opinion of the Employer, it is undesirable for administrative or any other reason for such persons to be employed in the work, the Third Party Certification Cum Survey Agency, if so directed by the Employer shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Employer/his representative.

c) Any person so removed from the work shall be immediately replaced at the expense of the Third Party Certification Cum Survey Agency by a qualified & competent substitute. Should the Third Party Certification Cum Survey Agency be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.

17. Rates And Amounts Include All Charges:

The rates and amounts submitted by the Bidder shall be gross rates and must include all payments on accounts of taxes, levies, duties, royalties etc., payable to the State of Kerala or Government of India or any other authority or Body Corporate and all other incidental charges that the Bidder may have to bear for the execution of the contract and EPF & ESI except GST. GST as applicable shall be paid extra as per actual.

18. Taxes and Duties:

18.1 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.

18.2 GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Trust, which will be paid to the Third Party Certification Cum Survey Agency by the Board along with the bills, for which the Third Party Certification Cum Survey Agency holds valid GST Registration number and the GST is being collected. The following are also to be considered while claiming payment towards GST:

i) Invoice in specific format should be provided by the Third Party Certification Cum Survey Agency for every payment.
ii) GST Registration Number of Cochin Port Trust and the Third Party Certification Cum Survey Agency is to be clearly mentioned with all the bills.
iii) Invoice should be attached along with the running bills.
iv) The Third Party Certification Cum Survey Agency shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.

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

18.4 Deduction of Income Tax shall be made from any amount payable to the Third Party Certification Cum Survey Agency as per the relevant provisions of the Income Tax Act.

18.5 Any stipulation by a Bidder that taxes and duties deductable from these bills should be borne by the Port Trust will result in the summary rejection of his /their tender.

19. Third Party Certification Cum Survey Agency to Indemnify Board:

a) Third Party Certification Cum Survey Agency shall indemnify Board and every member, worker and employee of the Board against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and

elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against Board for or in respect of or arising out of any failure by Third Party Certification Cum Survey Agency in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or inconsequence of any accident or injury to any workmen or other person in the employment of Third Party Certification Cum Survey Agency or his Sub-contractor and Third Party Certification Cum Survey Agency shall indemnify and keep indemnified Board against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

b) Should Board have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred shall be charged to and paid by Third Party Certification Cum Survey Agency and Third Party Certification Cum Survey Agency shall not be at liberty to dispute or question the right of Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

20. Employees of Board not Individually Liable:

No official or employee of the Board shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

21. Accommodation, Transport and Medical Facility:

The Bidder, at his own cost, shall arrange for the accommodation, transport, and medical treatment of his staff. Allotment of Port Quarters may be considered on payment of applicable rents and as per CoPT rules subject to availability.The Boat facility provided by the Contractor of maintenance dredging work for supervision of departmental staff may be extended for commutation of project officers/staff of the agency from the shore to dredger and vice-versa.

22. Conflict of Interest

22.1 The Third Party Certification cum Survey Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

22.2 Third Party Certification cum Survey Agency and Affiliates not to be otherwise interested in the Project.

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

or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Third Party Certification Cum Survey Agency shall include a partner in the Third Party Certification Cum Survey Agency's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Third Party Certification Cum Survey Agency, as the case may be, and any Associate thereof.

22.3Prohibition of conflicting activities

Neither the Third Party Certification Cum Survey Agency nor any Associate thereof/any entity affiliated with the Third Party Certification Cum Survey Agency nor their Personnel shall engage, either directly or indirectly, in any of the following activities:

(i) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

(ii) after the termination of this Agreement, such other activities as may be specified in the Agreement; or

(iii) at any time, such other activities as have been specified in the Bid as Conflict of Interest.

22.4 Guidance Note on Conflict of Interest is given below.

1) This Note further explains and illustrates the provisions of Clause 22 of the Bid Document and shall be read together therewith, in dealing with specific cases.

2) Third Party Certification Cum Survey Agency s should be deemed to be in a Conflict of Interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Third Party Certification Cum Survey Agency s should avoid both actual and perceived Conflict of Interest.

3) Conflict of Interest may arise between the Authority and a Third Party Certification Cum Survey Agency or between Third Party Certification Cum Survey Agency s and present or future Concessionaries/ Contractors. Some of the situations that would involve Conflict of Interest are identified below:

   a) Authority and Third Party Certification Cum Survey Agency s
      a) Potential Third Party Certification Cum Survey Agency should not be privy to information from the Authority which is not available to others; or
      b) Potential Third Party Certification Cum Survey Agency should not have defined the Project when earlier working for the Authority; or
      c) Potential Third Party Certification Cum Survey Agency should not have recently worked for the Authority overseeing the Project.

   b) Third Party Certification Cum Survey Agency and Contractors:
      a) No Third Party Certification Cum Survey Agency should have an ownership interest or a continuing business interest or an on-going relationship with a potential Concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or
      b) no Third Party Certification Cum Survey Agency should be involved in owning or operating entities resulting from the Project; or
      c) no Third Party Certification Cum Survey Agency should Bid for works arising from the Project.

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

4) The normal way to identify Conflicts of Interest is through self-declaration by Third Party Certification Cum Survey Agency s. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Third Party Certification Cum Survey Agency s become aware of them.

5) Another approach towards avoiding a Conflict of Interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the Third Party Certification Cum Survey Agency's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding Conflicts of Interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Third Party Certification Cum Survey Agency coupled with provision of safeguards to the satisfaction of the Authority.

6) Another way to avoid Conflicts of Interest is through the appropriate grouping of tasks. For example, conflicts may arise if Third Party Certification Cum Survey Agency s drawing up the terms of reference or the proposed Documentation are also eligible for the consequent assignment or project.

7) Another form of Conflict of Interest called "scope–creep" arises when Third Party Certification Cum Survey Agency s advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Third Party Certification Cum Survey Agency s. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Third Party Certification Cum Survey Agency s to extend the length of their assignment.

8) Every Project contains potential Conflicts of Interest. Third Party Certification Cum Survey Agency s should not only avoid any Conflict of Interest, they should report any present/ potential Conflict of Interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any Conflicts of Interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any Conflict of Interest arising at any stage in the process.

23. Dispute and Appeal:

23.1 If the Third Party Certification Cum Survey Agency desires to appeal against the decision of Chief Engineer of any work as not being in accordance with the contract, he shall appeal to the Chairman of Cochin Port Trust within 15 days after the Chief Engineer's decision and if an

appeal is so preferred the decision of the Chairman, CoPT shall be final and binding.

23.2 It may be remembered that the provision of Arbitration and Conciliation Act, 1996 as amended from time to time and rules made there under are not applicable to this contract. In case of any dispute arising out of this contract, same shall be referred to the exclusive Jurisdiction of Courts at Cochin Only.

24. Settlement of Disputes through Conciliation

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the court proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.

25. Insurance to be taken by the Agency

25.1 The Third Party Certification Cum Survey Agency shall purchase and maintain at its cost and expenses such insurance as is required under the Laws of the various jurisdictions where Services are being performed; and such other insurance to protect the Employer and the Third Party Certification Cum Survey Agency from claims which may arise out of or result from the Third Party Certification Cum Survey Agency's performance of the Services or otherwise under this Agreement, whether such claim may arise due to action or omission by the Third Party Certification Cum Survey Agency or by anyone for whose acts Third Party Certification Cum Survey Agency may be liable. It shall cover:

(a) claims under workers or workmen's compensation, disability benefit and other similar employee benefit Acts which are applicable to the Services to be performed;
(b) claims for damages because of bodily injury, occupational sickness or disease or death of employees of Third Party Certification Agency;
(c) claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offence directly or indirectly related to employment of such person by the Third Party Certification Agency;
(d) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle and/or marine craft or vessel as applicable, if used in the performance of the Services;
(e)any other mandatory/obligatory insurance which the Third Party Certification Cum Survey Agency may be required to effect and keep in force, in accordance with Laws of India or any other jurisdiction where Services are being performed; and
(f) any other insurance as may be mutually agreed upon by the Parties.

25.2 A comprehensive insurance covering all the insurances as above shall be taken for a value not less than contract value plus 10% thereon.

25.3 The Third Party Certification Cum Survey Agency at the Employer's request, shall provide evidence to the Employer showing that such insurance has been purchased and maintained.

26. Indemnify against Accident or Damage:

26.1 The Third Party Certification Cum Survey Agency shall be held liable and responsible for any accidents or damages caused by his employees during the contract period from whatsoever cause arising and shall make good and compensate for such accidents or damages. The Third Party Certification Cum Survey Agencyshall be held responsible and shall make good and compensate for anything that may be lost, stolen, removed or destroyed by the Third Party Certification Agency's employees deployed during the currency of Contract. The Third Party Certification Cum Survey Agencyshall indemnify CoPT from any claim, including 3rd party claim, raising due to such accidents / damages caused by his personnel. The Third Party Certification Cum Survey Agency shall indemnify CoPT regarding any claim whatsoever arise, in respect of the employees deputed by the Third Party Certification Agency.

26.2 All statutory health, safety, security, insurance and other welfare measures as per the prevailing laws applicable for the manpower engaged for the works shall be sole responsibility of the bidders and the Port will stand indemnified against all such damages/losses.

27. Completion Time

27.1 The total period of the Work/Assignment is 12 months with effect from the actual Date of Commencement.

27.2 The Third Party Certification Agency shall notify the Employer as soon as reasonably possible of any known or reasonably anticipated delay in the performance of Maintenance dredging contract and shall advise the Employer on all reasonable measures and steps to avoid such delay, mitigate the effect thereof and make up for lost time.

28. Foreclosure of Work / Assignment:

The Employer has the right to foreclose or reduce the Scope of the Work / Assignment for any reason whatsoever at any time during the progress of the Work. The Third Party Certification Cum Survey Agencyshall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which they might have derived from the execution of the Work in full but which they did not derive in consequence of the foreclosure of the Work / Assignment.

29. Waiver:

The Employer and the Third Party Certification Cum Survey Agency may, by mutual consent, if warranted by circumstances, waive any of their rights under this Agreement but a waiver by either party of any terms, provisions or conditions in this Agreement shall not constitute a precedent, nor bind either party hereto, to a waiver of any succeeding breach of

the same or any other terms, provisions or conditions of the Agreement, provided that the waivers contemplated under this clause shall be in writing & consented and acknowledged by the other party.

30. Safety Measures:

The Third Party Certification Cum Survey Agency shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract. The expenses if any, incurred by CoPT on the above will be recovered from the Third Party Certification Cum Survey Agency from any amount that may be due from CoPT to the Third Party Certification Cum Survey Agency. If any accident or injury or death is sustained by any worker, the Third Party Certification Cum Survey Agency should immediately take necessary action for providing medical aid at his own cost and inform the concerned Employer and the authorities of Kochi City Police about the accident in writing giving full particulars of accident and the details of the workmen involved including their name, age and company.

31. Additions and Alterations:

If the Third Party Certification Cum Survey Agency is required to carry out any additional work outside the scope of the study as required by CoPT, the Third Party Certification Cum Survey Agency shall perform such services, on terms and conditions to be mutually agreed upon by both the parties, at the discretion of the port.

32. Availability &Penalty:

32.1 Minimum guaranteed availability of Third Party Certification Cum Survey Agency shall be for all days in a Calendar Month or part thereof. The Third Party Certification Cum Survey Agency shall carry out either shift duties in a day or rotation duty as directed by the Employer. However, in case of any emergency / crisis management, the Third Party Certification Cum Survey Agency shall carry out additional duties, beyond the normal shift duties, as per the requirement without any additional financial liability on Cochin Port Trust.

32.2 If any of the manpower required to be engaged by Third Party Certification Cum Survey Agency is found unavailable in any shifts / days in a calendar month, a recovery shall be made as per Clause 9 of ToR. In case, Team Leader is not available as required by Employer, penalty of Rs. 25,000/- for each day / occasion of such absence will be levied from the Agency.

SIGNATURE OF BIDDER

4. TERMS OF REFERENCE (ToR)

1. Background

1.1 Cochin Port is one of the 12 Major Ports in India. It is an all weather port located in the State of Kerala on the west coast of India (9° 58' N, 76° 16' E) within the Cochin lagoon, which has natural protection from the sea by the headlands of Fort Cochin and Vypeen.

1.2 The entrance to the Port is through the sea outlet between the peninsular headland of Vypeen and Fort Cochin, popularly known as the 'Cochin Gut', where after the channel splits into the Mattancherry channel and the Ernakulam channel. The present Approach Channel comprises an Outer Channel and two Inner Channels; the Ernakulam Channel and Mattancherry Channel.

1.3 The present Approach Channel comprises an Outer Channel and two Inner Channels; the Ernakulam Channel and Mattancherry Channel. The length of the approach channel is 13 km with a width of 260-286 m. The depths in the approach channel is (-) 15.90m.

1.4 Mattancherry channel, which extends from west end of the Gut to Q1 berth, has a length of 2.6 km with draft ranging from 9.14m to 10m. The length of Ernakulam channel from west end of the Gut to Q9 is about 5 Km with an available draft ranging from 9.14m to 12.5m.

1.5 There are seven berths along the Mattancherry channel, namely Boat Train Pier (BTP), North Coal Berth (NCB), South Coal Berth (SCB), Q1, Q2, Q3 and Q4. There are 9 berths along the Ernakulam channel, namely Q5, Q6, Q7, Q8, Q9, Q10 (FACT fertilizer berth) on the side of the island and North Tanker Berth (NTB), South Tanker Berth (STB) and Cochin Oil Terminal (COT) on the other side of the channel.

1.6 On the northern side of Ernakulam Channel, adjacent to the entrance, in the Port area at Vallarpadam Island, the International Container Transshipment Terminal (ICTT) is situated. The portion of Ernakulam channel starting from No.16buoy (0.00 chainage) and leading and reaching upto the eastern end of basin in front of the International Container Transshipment Terminal (Entrance Channel) is maintained for a depth of (-) 15.90m [Designed depth of (-) 15.95m]. Beyond the portion mentioned above, Ernakulam Channel upto southern end of Cochin Oil Terminal (COT) and Q9 berth is maintained for a depth of (-) 13.20m. The width of the channel varies from 200m to 500m and the portion of Ernakulam channel in front of Q5 to Q7 berths is maintained for a depth of (-)11.00 m.

1.7 LNG Basin is situated at the northern side of the outer channel near the Cochin Gut at Puthuvypin.

1.8 The channels are subjected to maximum siltation during the south-west monsoon (June to September).

1.9 The dredged materials from the channels and basins are dumping in two designated dumping areas approximately 11.797 Km (Bearing 236°24'47.2") and 12.999 Km (Bearing 295°57'16.8") from No.7 and No.8 buoys respectively.

1.10 A Lay Out Plan of Cochin Port is shown in the drawing at **Appendix-1.** The details of channels, basins and berth frontages are marked with coordinates in the attached Drawings **(Appendix 2, 3 & 4)** Nos. 9767-01-2020 dated 11-12-2020 and 9767-02-2020 dated 11-12-2020. The details of dumping grounds are shown in the Drg. No. 9767-03-2020 dated 11-12-2020 .

2. Objectives of the work

2.1 Cochin Port is engaging the reputed dredging firms for carrying out the maintenance dredging in the approach channels and berth basins for maintaining required depths and widths at Outer Approach Channels, Inner Approach Channels and various berths throughout a year and

presently, M/s Dredging Corporation of India Limited (DCIL), is carrying out this maintenance dredging work since 17-05-2021.Their work involves carrying out the dredging works in the approach channels and berth basins under Lump sum need basis for maintaining required depths and widths at Outer Approach Channels, Inner Approach Channels, ICTT, LNG Basin and various berth basins / frontages.

2.2 In order to monitor / supervise the maintenance dredging work including witnessing and certifying hydrographic / bathymetric survey at channels and inner harbour, it is proposed to invite competitive tenders from the reputed consulting firms for engaging as Third-Party Certification / Survey Agency.

3. Scope of Work

The overall Scope of Work shall include, but not be limited to the following:

i. Monitoring the dredging activity on board the dredgers round the clock on 24x7 basis and certification of the dredging method, location, volume, performance of dredgers and shortfalls in the performance of dredging work for maintenance of channels and berth basins at Cochin Portas per the tender conditions

ii. Monitoring, witnessing and certifying all bathymetric fortnightly and weekly surveys as per the tender conditions

The surveyors engaged by the Third Party Certification Agency shall be responsible for processing and correctness of the survey data and it shall be done jointly with Contractors. The survey charts shall be prepared by the contractors as per the processed survey data and shall be submitted to Hydrographic Surveyor/ Third Party Certification Agency for verification. After verification, the charts shall be jointly signed by the Contractors, Third Party Agency and Dy. Conservator, CoPT before its submission

iii. Submission of periodical and final reports

iv. Providing manpower as detailed below for the above assignment

Item No	Description of service	Required manpower (nos.)	Duration in Months	Eligibility
1	Monitoring the dredging work on board in two dredgers 24x7- 8 hrs/shift basis.	6	12	Essential Qualification: B Tech /BE in Civil Engg. or above
2	Monitoring, witnessing and certification of the fortnightly and weekly bathymetry surveys	2	12	Essential Qualification: Diploma in Civil Engg. or above
3	Team leader	1	12	Essential Qualification: B Tech /BE in Civil Engg. or above. Experience: He should have minimum two years of experience in monitoring of dredging / surveying works

4. Major Tasks of the Third Party Certification Cum Survey Agency

The major tasks for the agency shall include but not limited to the following:

i. Thoroughly study the tender conditions of the maintenance dredging contract. It shall be monitored and ensured that the dredging including conducting bathymetric surveys shall be carried out strictly complying with the tender specifications/ conditions.

ii. Prepare dredging programme for the deployment of dredgers to be deployed for the work as per Port's requirement in consultation with Dy. Conservator / Chief Engineer of the Port and submit for approval ;

iii. Strictly monitor the progress of work as per dredging programme and complying with need based directions issued by Dy. Conservator for timely completion of the dredging

iv. Providing services including supervising/monitoring and witnessing, deputing hydrographic surveyors for joint pre /post dredging survey works and all interim fortnightly and weekly surveys as per the tender requirements, calibration of the echo sounders every day, checking/ certifying the survey charts, checking dredging quantity calculation.

v. Verify Contractor's Interim monthly bills and certify the quantity of dredging, compliance / non compliance of all the tender requirements which attracts recovery of penalty and shortfalls in performance if any as per the tender conditions with recommendation for release of payment for the work done.

vi. Assist the Employer in the interpretation of provisions in the Contract documents and technical specification;

vii. Assist the Employer in the evaluation of Contractor's claims;

viii. Payment application/ Certificates and bills for approval of the Competent Authority;

ix. Assist the Employer in monitoring Physical Progress of the works;

x. Submit Daily Dredging Reports

xi. Submit reports on daily activities on dredging carried out, performance of dredgers and quantity dredged by the dredgers.

xii. Compile and Submit monthly /periodical reports on non working hours of the dredgers

xiii. Compile and Submit weekly and monthly progress reports and final Reports on the work;

xiv. Carry out inspection of the Contractor's dredger, equipment, plant, machinery, etc. and ensure they are adequate and are in accordance with the terms and conditions of the Contract in respect of all complying with statutory requirements.

xv. The dredging in front of berths shall be closely monitored. The Third Party Certification Cum Survey Agency shall ensure that no structural members shall be damaged by the contractor during execution. Any modifications in respect of dredging in front of berths shall be recommended and implemented as per the advice of the Employer

xvi. Any shortfall/ non adherence of the tender conditions on the part of the Contractor shall be brought to the notice ofCoPT at appropriate time.

xvii. If any dispute arises with Contractor(s), necessary documents and assistance shall be provided by the Third Party Certification Agency.

xviii. Checking and ensuring that the dredged spoil is being dumped at designated dumping grounds and confirming the depths by taking surveys at the dumping areas as per the tender conditions

xix. Checking and ensuring the validity of registration, Licenses and insurance of the dredgers deployed for the work and reporting to Employer in advance.

xx. Verify and certify Contractor's Statements at completion;

xxi. Advising the Employer in all matter related to the progress of works, with particular reference to short fall in performance as per the tender conditions.

xxii. Monitoring the daily dredging activity in the dredgers shall cover following activities but not limited to the following :

a) Inspect and certify the efficiency parameters of the TSHDs, deployed for the work

b) Verify the validity of Licenses, Registration, insurances of the dredgers and calibration of Draught Load Monitor (DLM) of dredgers and inform the compliance to CoPT

c) Monitor each and every load visually and compare the values in Draught Load Monitor of dredgers

d) Check the starboard and port side drag head depth indicator while dredging to substantiate the position of the drag head

e) Check the available depth at the dumping ground using the echo sounder just before dumping every loads

f) Check the density of the dredged material in the hopper while dumping as per the tender conditions

g) Witness the de hoppering for the well being of effective dredging

h) Ensure the dredging being carried out as per Dredging programme as well as complying with the instructions of the CoPT and report any variation / remarks on the dredging carried out .

i) Closely monitor the dredging along side the berth frontages and intimate the along side dredger views to CoPT officials

j) Validate and certify the quantity for each and every load in the DDR as per the method of measurement stipulated in the Tender conditions and inform daily dredged quantities.

k) Check the condition of bow thrusters, load indicator of TSHD(s) and inform the break down period if any.

l) Validate and certify the duration of load passage / empty passage / delay due to shipping movements/ delay due to repair woks / alongside schedule / Anchorage schedule of each dredgers.

5. Other Responsibilities of the Third Party Certification Cum Survey Agency

a) Team Leader shall be available, on prior request from the Employer, for all discussion / meeting between CoPT, or any other concerned Departments /Ministries of GOI at New Delhi and also make PPT presentations. Team Leader has to inspect all the dredgers every fortnightly and compliance report shall be furnished to CoPT. Apart from that, Team Leader shall be available for all weekly review meetings, for which no prior request from CoPT shall be made.

b) Engage qualified professionals for supervising / monitoring the work and ensure the availability the manpower as per Port’s requirement throughout the contract period.

c) To submit monthly reports on the physical progress of execution of dredging activities by the Port.

d) To study in details and examination/ review of data available with Port and finalize the dredging plan in advance to suggest the implementation methodology for proposed dredging works.

e) Scrutinize various policies /guidelines relating to Dredging issued by statutory authorities from time to time and suggest any action to be taken by CoPT.

f) Any other matter related to procedural issues of proposed maintenance dredging.

g) The Third Party Certification Agency shall render all the services as stated in the contract agreement. The Employer shall be fully associated at every stage of the work, and the Third Party Certification Agency shall take into account any suggestion/

comments given by the Employer in this regard.

h) The Third Party Certification Cum Survey Agency shall thoroughly study the tender conditions of the maintenance dredging contract and it shall be monitored and ensured that the dredging including conducting bathymetric surveys shall be carried out strictly complying the tender specifications/ conditions.

i) The Third Party Certification Cum Survey Agency shall brought to the notice of the Employer of any shortfall/ non adherence of the tender conditions on the part of the Contractor at appropriate time.

j) If any dispute arises with the Dredging Contractor(s), necessary documents and assistance shall be provided by the Third Party Certification Cum Survey Agency.

6. Contract Period :

The contract period is 12months from the actual Date of Commencement of the work by the successful bidder. The assignment is likely to be extendable for a further period of two years, as per the same terms and conditions of the respective contracts at the sole discretion of Employer.

7. Contract Amount:

The successful bidder shall submit the detailed break up of their financial quote, within seven days from the Date of Commencement of the work, specifying the manpower rates and other considerations.

8. Additional Scope :

Monitoring of Capital Dredging work at MULT jetty which is adjacent to LNG Terminal and Coast Guard jetty in Mattancherry channel, proposed to be taken up by the Port, in case it is required by the Employer shall be done on mutually agreed terms and conditions. Payment against the deployment of additional manpower towards the additional work shall be paid at the rates specified and furnished as per the Clause 7 above.

9. Payment Terms:

9.1 Payment shall be made on monthly basis, prorate ie. total assignment cost divided by 12 on receiving the monthly report on the dredging work and certification of RA bill for the previous month submitted by the Contractor of Maintenance dredging contract.

9.2 Recovery towards non deployment of the required manpower on board the dredger on 24x7 basis for monitoring the dredging work and for survey work as per the tender conditions shall be made on prorata basis at the rates specified as furnished by the bidder as per the Clause 7 above.

9.3 The bill shall be submitted in duplicate. Payment shall be made within 15 working days from the date of submission of the bill with all supporting documents in full form in all respects. However if payment of bill is delayed after 15 working days for any reasons, the Third Party Certification Cum Survey Agency shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only.

SIGNATURE OF BIDDER

4. SCHEDULE B

FINANCIALBID (PRICE BID)

COCHIN PORT TRUST					
www.tenderwizard.com/CoPT					
Tender No: T15/T- 1951/2021-C Dated: 29-10-2021 - PRICE BID					
Name of Wok : ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE YEAR 2021-22 AT COCHI PORT FOR ONE YEAR					
SCHEDULE- B - PRICE BID					
Please Enter the Bidder's Name					
Sl. No.	Description of Item	Quantity	Unit	Amount (Rs.) in figures	Amount (Rs.) in words
1	Providing services as Third Party Certification cum Survey Agency for monitoring the maintenance dredging work at Cochin Port for one year, which includes monitoring the dredging activity on board the dredgers deployed round the clock on 24x7 basis and certification of the dredging method, location, volume, performance of dredgers and shortfalls in the performance of dredging work as per the tender conditions, supervising/monitoring, deputing hydrographic surveyors for joint pre /post dredging survey works and interim fortnightly and weekly surveys, checking the survey charts/dredging quantity calculation, scrutinizing bills, certification with recommendation for release of payment for the work done, deployment of sufficient number of professionals/experts by the Third Party Certification Cum Survey Agency with prior consultation for supervision and project management at project site, etc as per the tender conditions and directions of EMPLOYER, etc. complete.	1	LS		
	Notes: (a) In case of discrepancy in words and figures, the quoted figure in words will prevail. (b) Wrongful entry of quotes shall entail disqualification and action as per EMD Declaration besides other actions as the Employer deem fit.				
	" This is an Electronic Submission No Need of Signature"				

ANNEXURE -1

THE PROPOSAL

Letter of Submission
(On Bidder‘s letter head)

.

(Reference No and Date)

To

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

Sub: **ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING AT COCHI PORT FOR ONE YEAR**.

Dear Sir,

With reference to your Bid Document dated …….., I/we, having examined all relevant Documents and understood their contents, hereby submit our Proposal for selection as a Third Party Certification Cum Survey Agency for Monitoring the Maintenance Dredging at Cochin Port for one year. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Annexures is true and correct and all Documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Third Party Certification Cum Survey Agency for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we have neither failed to perform on any Contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any Project or Contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a)I/We have examined and have no reservations to the Bid Documents, including any Addendum issued by the Authority;

(b) I/We do not have any conflict of interest in accordance with Clause 22 under 'General Terms & Conditions of Contract' of the Bid Document;

(c)I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or Bid issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Third Party Certification Cum Survey Agency, without incurring any liability to the Applicants.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ employees.

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Third Party Certification Cum Survey Agency or in connection with the Selection Process itself in respect of the above mentioned Project.

13. The **Earnest Money Declaration as per *Annexure - 3***is attached.

14. I/We agree and understand that the Bid is subject to the provisions of the Bid Document. In no case, shall I/we have any claim or right of whatsoever nature if the Third Party Certification cum survey work is not awarded to me/us or our Bid is not opened or rejected.

15. I/We agree to keep this offer valid for 120 (One hundred and twenty) days from the Bid Due Date specified in the Bid.

16. A Power-of-Attorney in favor of the authorized signatory to sign and submit this Bid and Documents is attached herewith in ***Annexure-4***.

17. In the event of my/our firm/ consortium being selected as the Third Party Certification Cum Survey Agency, I/we agree to enter into an Agreement in accordance with the form at **Annexure-14**of the Bid. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied Bid and all other Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any Documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.

19. The Financial Quote is being submitted in a separate cover. This Proposal read with the Financial Quote shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Document.

21. We also certify that further Bid related communication can be sent to the following e-mail IDs by CoPT:
    (i) …….
    (ii) …….....
    (Furnish two nos. current active email addresses)

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

ANNEXURE-2

LIST OF ALL DOCUMENTS ACCOMPANYING THE BID

Sl. No.	Name/Particulars of the documents attached with the bid	Page No.	
		From	**To**
1 1	A letter of submission /covering letter of the bidder as per Annexure - 1		
2	Cost of Bid Document as per Table of NIT		
3	EMD Declaration as per Annexure – 3.		
4	Documentary evidence proving that the bidder is currently included in the IPA's empanelled list for "Dredging Works" under Category Group I Projects.		
5	Duly executed Power-of-Attorney (in original) in favour of signatory(s) to the Bid, duly authenticated by Notary Public as per Annexure-4		
6	Notary certified copy of (a) the Letter of Acceptance (LOA); and (b) Completion Certificate of Project management consultancy / Third Party certification agency works, as per Annexure-5.		
7	An undertaking, as per Annexure-6,		
8	Corporate information of the bidder as per Annexure – 7.		
9	The details of the staff/professionals as per Annexure-8 (Sheet 1& 2)		
10	Structure of bidder's organization as per Annexure – 9.		
11	Information regarding any current litigation as per Annexure-10.		
12	Details of the bidder and Bank information for e- Payment system as per Annexure 11 and Annexure-12.		
13	Copy of Certification of Registration of the company.		
14	Copies of PAN and GST registrations		
15	Copies of EPF and ESI registration certificates.		
16	Undertaking regarding EPF and ESI Registration as Per Annexure - 15		
17	Bid documents in PDF format duly filled (except price schedule), addenda, clarifications/responses of queries, if any, signed and stamped onall pages.		
18	Any other documents		

Note:

1) All the documents submitted by the Bidder shall be page numbered.
2) Bidder is required to mention relevant page numbers of his offer while filling up the above.

SIGNATURE OF BIDDER

ANNEXURE-3

FORMAT FOR BID SECURITY / EARNEST MONEY DEPOSIT 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.

Signature of the Bidder with seal

ANNEXURE-4

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

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

To
The Chief Engineer,
Cochin Port Trust,
Cochin 682009.
Kerala.
India.

Dear Sir,

We_____

_____do hereby confirm that Mr./Ms. /Messrs_____(Name and Address) is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Bid No. _____

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Yours faithfully,

Signature :

Name & Designation :

For & on behalf of :

Signature, name and seal of the certifying authority

ANNEXURE-5

DETAILS OF COMPLETED SIMILAR WORKS DURING THE LAST SEVEN YEARS ENDING 28th February 2021

Sl. No.	Name & Location of Project	Owner's Complete address including Telex / Fax No. with contact Person	Value of Dredging work for which the Agency/ PMC is engaged	Quantity of dredging involved	Duration of Contract for Third Party Certification Agency/PMC			Details of work	The type of dredger deployed	Reference No. & Date of Letter of Acceptance & completion certificate enclosed
					Commencement date	Scheduled completion date	Actual completion date			
1	2	3	4	5	6	7	8	9	10	11

Note: Bidder to enclose letter of intent and completion certificate issued by owner, certified by a Notary public or equivalent certifying authority.

ANNEXURE-6

COCHIN PORT TRUST

WORK OF "ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING AT COCHI PORT FOR ONE YEAR" (Tender No. T15/T- 1951/2021-C)

DECLARATION

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

1. No conditions are incorporated in the financial bid.

2. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.

3. We disclose with that we have ***** made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.

4. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port 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.

5. We do hereby undertake that we have not been debarred or black listed by any agencies from rendering similar works

SIGNATURE OF BIDDER

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

ANNEXURE- 7

FORMAT OF CORPORATE INFORMATION OF BIDDER

1. Generals Details:

   a) Name

   b) Country of incorporation

   c) Address of the corporate headquarters and the branch office (s), if any in India

   d) Date of incorporation and / or commencement of business

2. (a) Brief description of the Company.

3. Details of individual or individuals who will serve as the point of contact / communication for the Port Trust within the Company with following information

   a) Name

   b) Designation

   c) Company

   d) Address

   e) Telephone number (Land line & Mobile No.)

   f) e- mail address (2 Nos.)

   g) Fax number

4. Name ,designation, address and phone number of authorized signatory of the Bidder

   a) Name

   b) Designation

   c) Address

   d) Phone No.

   e) Fax No.

   f) e- mail address

ANNEXURE -8 (Sheet 1/2)

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

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

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

ANNEXURE -8 (Sheet 2/2)

SHEET – 2 : FORMAT OF CURRICULUM VITAE (CV)

OF PROPOSED KEY PROFESSIONAL / STAFF

Proposed Position : ……

Name of firm : ……

Name of Staff : ……

Profession : ……

Date of Birth : ……

Years with Firm/Entity: ……..…….. Nationality: ……..……..

Membership of Professional Societies : ……..

Details of task assigned in the previous engagements:

……
……
……

Key Qualification

(Give an outline of staff member's experience and training most pertinent to tasks on Assignment. Describe degree of responsibility held by staff member on relevant previous Assignments and give dates and locations. Use about half a page.)

Education:

(Summarise college/university and other specialised education of staff member.)

EMPLOYMENT RECORD:

(Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.)

Languages:

(For English language indicate proficiency: excellent, good, fair or poor, in speaking, reading and writing.)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe qualifications and experience.

_____ Date: _____

(Signature of staff member or authorised representative of the firm)

Day/Month/Year.

ANNEXURE- 9

STRUCTURE OF ORGANIZATION

1) NAME OF APPLICANT :

2) Name of the Owner :

3) Address :
4) Telephone No. :
5) E-mail id [2 nos.]
6) Fax No. :
7) Description of Applicant :
(for e.g. General, Civil Engineering Contract or Joint Venture/Consortium etc.)

8) Registration and Classification of Third Party Certification Cum Survey Agencies :
9) Name and address of bankers :

10) Number of years of experience as a general Third Party Certification Cum Survey Agency :-

a) In own Country :

b) Internationally :

11) Number of years of experience as a sub Contractor :

12) Name and Address of partners or associated companies to be involved in the project and whether Parent/ Subsidiary/other :

13) Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc. :

14) Name and address of the companies/ Sub-Contractors who will be involved in the execution of Works, namely: :

15) 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 organizational set up of the assignment.

SIGNATURE OF BIDDER

ANNEXURE-10

FORMAT FOR FURNISHING CURRENT LITIGATION OF THE BIDDER

Details of Pending Litigation up to 31st December 2020

Sl. No.	Date, month & Year of Dispute	Amount in Dispute, in Rs.	Contract Identification	Total Contract Amount in Rs.
1			*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]*	
2				
3				

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

SIGNATURE OF BIDDER

Annexure - 11

DETAILS OF THE PARTY OPTING E-PAYMENT SYSTEM

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

E-Mail ID : (For forwarding information of remittance)

Mobile No :

SIGNATURE OF BIDDER

Annexure-12

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	

SIGNATURE OF BIDDER

ANNEXURE-13

PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR PERFORMANCE SECURITY

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

Ref: Bank Guarantee No_____

Date_____

To

The Cochin Port Trust,
W/Island,
Cochin - 682009.

Dear Sirs,

In consideration of Board of Trustees of Port of Cochin (hereinafter referred to as the 'Employer' which expression unless repugnant to the context or meaning thereof includes its successors, administrators and assigns) having awarded to M/s _____ with its Registered / Head Office at ___ _____(hereinafter referred to as the "THIRD PARTY CERTIFICATION CUM SURVEY AGENCY" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a "CONTRACT" by issue of Employer's Letter of Acceptance dated _____ the same having been unequivocally accepted by the Third Party Certification Cum Survey Agency resulting in a "CONTRACT" bearing No. _____dated_____value at _____for_____ and the THIRD PARTY CERTIFICATION CUM SURVEY AGENCY having agreed to provide a Performance Security Guarantee for the faithful performance of the entire Contract equivalent to_____, to Employer.

We_____ having its Head office at_____(hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all money payable by the Third Party Certification Cum Survey Agency for an amount not exceeding in aggregate the amount of _____ as aforesaid at any time upto_____ without any demur, reservation, contest, recourse or protest and/or without any reference to the THIRD PARTY CERTIFICATION CUM SURVEY AGENCY. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between Employer and THIRD PARTY CERTIFICATION CUM SURVEY AGENCY or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of Employer and further agrees that the guarantee herein contained shall continue to be in endorseable till the Employer discharges its guarantee.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to extend the time for performance of the CONTRACT by THIRD PARTY CERTIFICATION CUM SURVEY AGENCY. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against Third Party Certification Cum Survey Agency, and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between Employer and THIRD PARTY CERTIFICATION CUM SURVEY AGENCY or any other course of remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason or any

other acts of omission or commission on the part of Employer or any other indulgence shown by Employer or by any other matter or thing whatsoever which under Laws would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that Employer at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against THIRD PARTY CERTIFICATION CUM SURVEY AGENCY and notwithstanding any security or other guarantee that Employer may have in relation to the THIRD PARTY CERTIFICATION CUM SURVEY AGENCY's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to_____*_____and it shall remain in force upto and including _____**_____ and shall be extended from time to time for such period, as may be instructed in writing by M/s_____on whose behalf this guarantee has been given.

Dated this_____ day of _____ _____ at

WITNESSES _____ _____

(Signature) (Signature)

_____(Name)_____ _____(Name)_____

Bank's Rubber Stamp

_____

(Name) (Name)

_____

(Official address) (Designation with Bank Stamp)

+ Attorney as per Power of Attorney

No. _____

Dated_____

Notes:

* This sum shall be 3% of the Accepted Contract Amount.

** The date will be thirty (30)days after the end of the contract period /extended contract period as specified in the Contract

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

ANNEXURE - 14

AGREEMENT NO…..OF …….

AGREEMENT FOR THE WORK OF "**ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING AT COCHIN PORT FOR ONE YEAR**" (Tender No. T15/T- 1951/2021-C Dated…)

THIS AGREEMENT is made on the ……. day of …….Between Cochin Port Trust , W/Island, Cochin- 9, Kerala State, hereinafter called "the Employer" of the one part and ……..(Name of Third Party Certification cum Survey Agency) of ……(Mailing Address of Third Party Certification cum Survey Agency) hereinafter called the "Agency" of the other part.

WHEREAS the Employer is desirous that certain tasks to be performed by the Agency viz. "**ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING AT COCHI PORTFOR ONE YEAR**" (hereinafter called "The Work") and has accepted a Proposal by the Agency as referred in the assignment **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Bid Document hereinafter referred to.

2. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz:

   (a) The Proposal Document for "**ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING AT COCHI PORTFOR ONE YEAR**".

   (b) All amendments to the Bid Documents for "**ENGAGING A THIRD PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING AT COCHI PORTFOR ONE YEAR**" in the form of "Addendum" or otherwise as issued by the Employer including queries from Bidders and its reply by the Employer, if any, prior to submission of the Bids.

   (c) Qualification, Experience and Team composition submitted as part of The Proposal by the Agency.

   (d) Lumpsum fee quoted as part of Price Bid by the Agency.

   (e) Acceptance letter issued by the Employer vide No……..… dated …..……..

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

3. In consideration of the payment to be made by the Employer to the Agency as hereinafter mentioned, the Agency hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.

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

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

SIGNED, SEALED AND DELIVERED

By the said: By the said:

…… …… …….....

Name:…… Name:……

On behalf of the Agency On behalf of the Employer

in the Presence of : in the Presence of:

ANNEXURE-15

COCHIN PORT TRUST

UNDERTAKING REGARDING EPF AND ESI REGISTRATION

(To be furnished on India Non-Judicial Stamp Paper worth Rs. 200/-)

I/We, M/s. …….(Name & address of the Tenderer) solemnly affirm and undertake that I/We knew that the contract employees, employed in or in connection with activities of Cochin Port Trust are covered under the EPF & MP Act, 1952 and ESI Act, 1948 and Code Numbers are allotted by the respective statutory authorities and contributions are paid in respect of them.

Whereas the employees employed by M/s…… …….. (Name & address of the Tenderer) are excluded under Section 2 (f) of the Employees Provident Fund Scheme, 1952 and are drawing wages more than statutory limit prescribed for enrolling under the EPF scheme. Similarly the employees employed are drawing wages more than the statutory limit prescribed under section 2(9) of the ESI Act also.

Now I/We shall undertake that if the statutory limit for enrollment under the said scheme and Act are enhanced we will pay the entire amount due to the statutory organizations under the EPF & MP Act, 1952 and ESI Act, 1948. I/We shall submit the details of wages of the employees to Cochin Port Trust for verification.

I/We further undertake that we shall indemnify Cochin Port Trust from any claim and/or any actions arising thereof under both the above scheme and Act and shall take full responsibility for all the consequences arising in this regard.

SIGNATURE OF THE TENDERER

ANNEXURE - 16

National Electronic Fund Transfer (NEFT/RTGS) Mandate Form

(Mandate for receiving payment s 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 Bnak 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

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

We hereby declare that the particulars given above are correct and copmlete. If the transaction is delayed or lost because of incomplete or incorrect information. We would not hold the company responsible.

SD/-
FINANCIAL ADVISER &
CHIEF ACCOUNTS OFFICER
COCHIN PORT TRUST

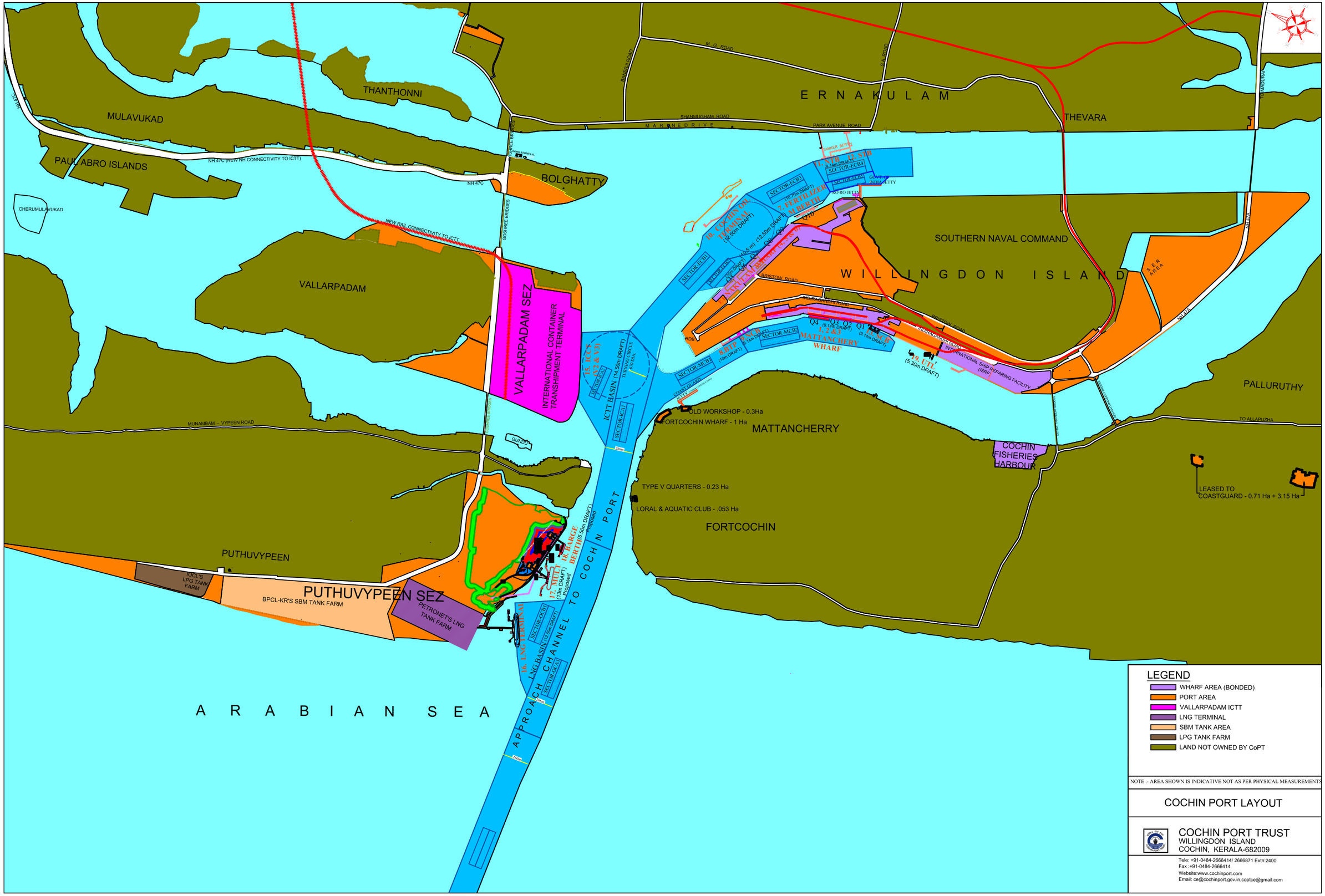
Bank Certificate

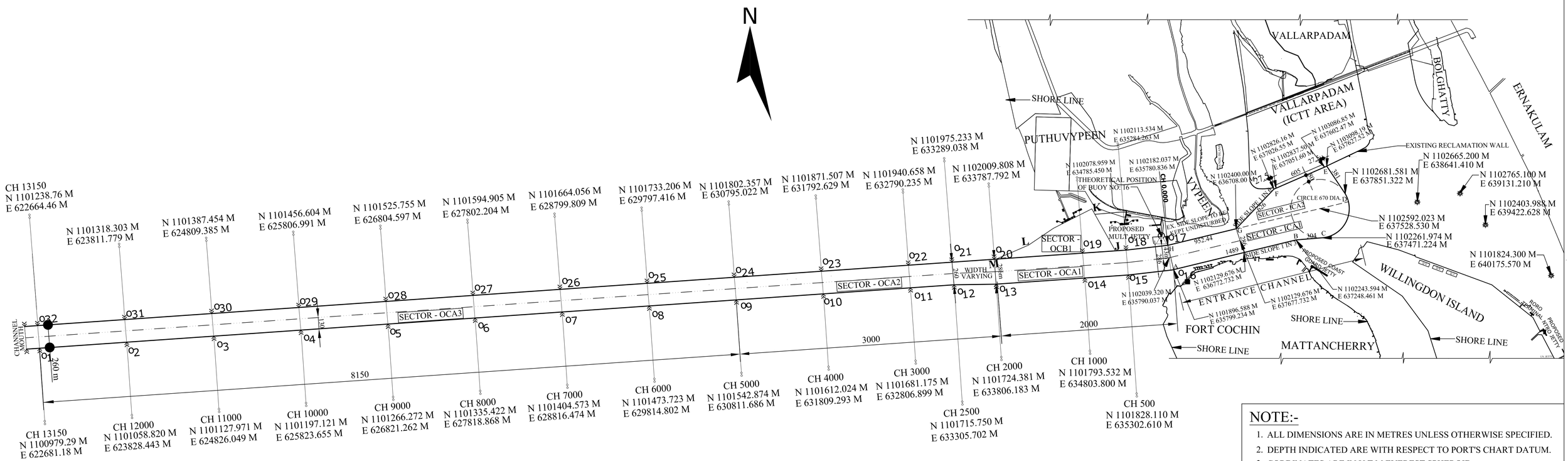
We certify that _____has current account No _____with us and we
confirm that the details given above are correct as per our records.

Date :
Place: Authorised Official of Bank

APPENDICES

APPENDIX - 1	**:**	**LAY OUT PLAN OF COCHIN PORT**
APPENDIX – 2	**:**	**LAY OUT PLAN OF INNER CHANNELS OF COCHIN PORT**
APPENDIX – 3	**:**	**LAY OUT PALN OF OUTER CHANNELS OF COCHIN PORT**
APPENDIX – 4	**:**	**LAY OUT PLAN OF DUMPING GROUNDS OF COCHIN PORT**


ERNAKULAM
THANTHONNI
MULAVUKAD
PAUL ABRO ISLANDS
CHERUMULAVUKAD
NH 47C (NEW NH CONNECTIVITY TO ICTT)
NH 47C
NEW RAIL CONNECTIVITY TO ICTT
BOLGHATTY
GORSPREE BRIDGES
VALLARPADAM
VALLARPADAM SEZ
INTERNATIONAL CONTAINER TRANSHIPMENT TERMINAL
THEVARA
SOUTHERN NAVAL COMMAND
WILLINGDON ISLAND
PALLURUTHY
MATTANCHERRY
FORTCOCHIN
OLD WORKSHOP - 0.3Ha
FORTCOCHIN WHARF - 1 Ha
TYPE V QUARTERS - 0.23 Ha
LORAL & AQUATIC CLUB - .053 Ha
COCHIN FISHERIES HARBOUR
LEASED TO COASTGUARD - 0.71 Ha + 3.15 Ha
ICTT BASIN (14.50m DRAFT)
APPROACH CHANNEL TO COCHIN PORT
LNG BASIN
PUTHUVYPEEN
PUTHUVYPEEN SEZ
BPCL-KR'S SBM TANK FARM
PETRONET'S LNG TANK FARM
IOCL'S LPG TANK FARM
A R A B I A N S E A
LEGEND
WHARF AREA (BONDED)
PORT AREA
VALLARPADAM ICTT
LNG TERMINAL
SBM TANK AREA
LPG TANK FARM
LAND NOT OWNED BY CoPT
NOTE :- AREA SHOWN IS INDICATIVE NOT AS PER PHYSICAL MEASUREMENTS
COCHIN PORT LAYOUT
COCHIN PORT TRUST
WILLINGDON ISLAND
COCHIN, KERALA-682009
Tele: +91-0484-2666414/ 2666871 Extn:2400
Fax :+91-0484-2666414
Website:www.cochinport.com
Email: ce@cochinport.gov.in,coptce@gmail.com



NOTE:-

1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
2. DEPTH INDICATED ARE WITH RESPECT TO PORT'S CHART DATUM.
3. CORDINATES ARE IN U.T.M EVEREST SPHEROID

SECTOR OCB1 - DESIGNED DEPTH (-) 14.50

CO-ORDINATE OF J	-	X= 635133.000 Y=1102137.000
CO-ORDINATE OF K	-	X= 634910.000 Y=1102540.000
CO-ORDINATE OF L	-	X= 634910.000 Y=1102540.000
CO-ORDINATE OF M	-	X= 634910.000 Y=1102540.000

NO.	DATE	REVISIONS	J.E.	A.E. (DREDG.)	E.E(DREDG.)

COCHIN PORT TRUST

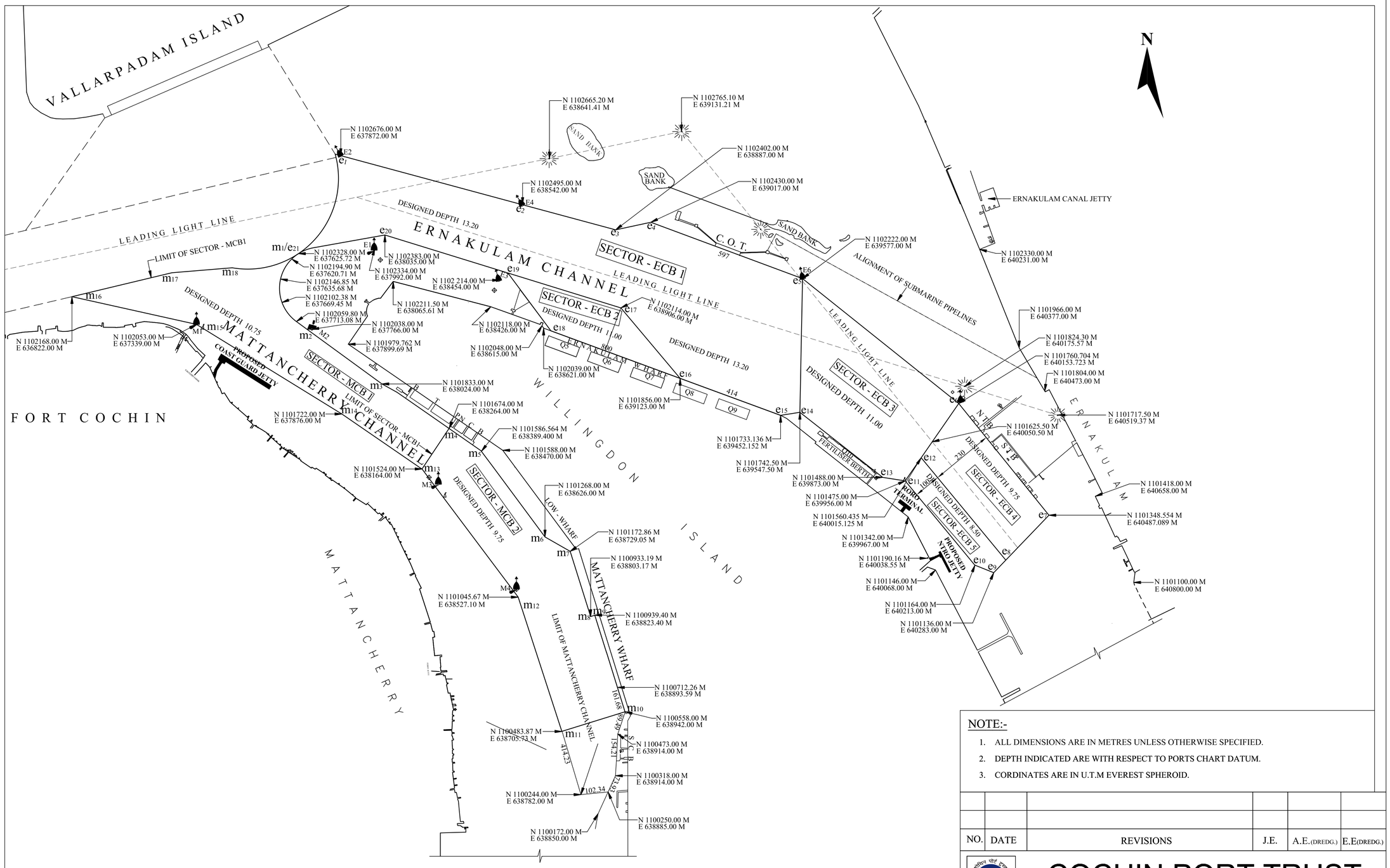
COCHIN - 682009

DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEARS 2021-2022

LAYOUT OF OUTER CHANNEL & ENTRANCE CHANNEL [SECTOR - OCA1, OCA2, OCA3, OCB1, ICA1 & ICA2]

DESIGNED	
DRAWN	PRASANTH
TRACED	
CHECKED	
A.E.E (DREDG.)	Sd/-
E.E. (DREDG.)	Sd/-
S.E.(DREDG.)	Sd/-
C.E.	Sd/-

SCALE	DRG. NO.	DATE	REV.
NOT TO SCALE	9767-01-2020	11-12-2020	0



NOTE:-

1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
2. DEPTH INDICATED ARE WITH RESPECT TO PORTS CHART DATUM.
3. CORDINATES ARE IN U.T.M EVEREST SPHEROID.

NO.	DATE	REVISIONS	J.E.	A.E.(DREDG.)	E.E(DREDG.)

COCHIN PORT TRUST

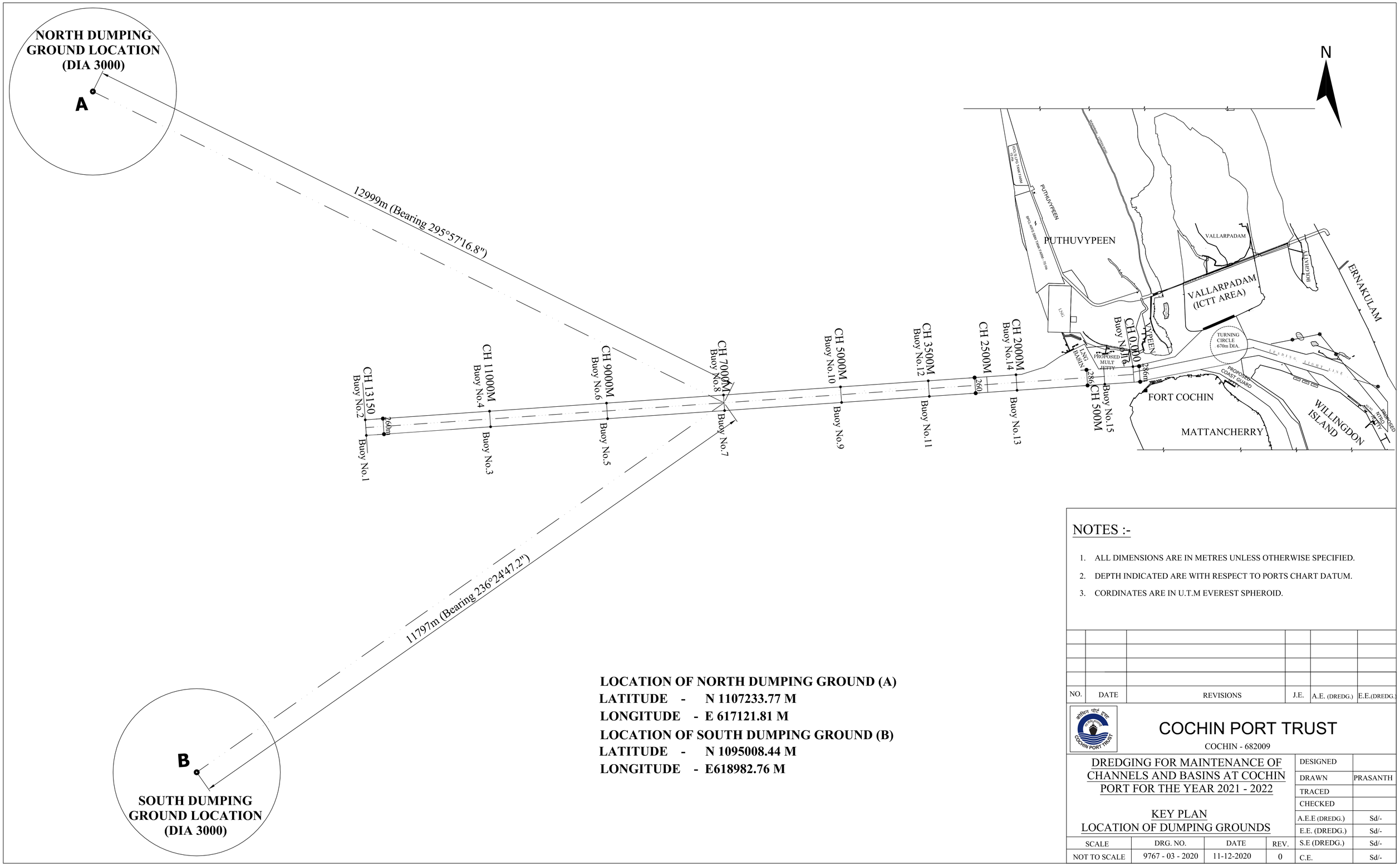
COCHIN - 682009

DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2021-2022

LAYOUT OF INNER CHANNELS - ERNAKULAM & MATTANCHERRY CHANNELS [SECTOR - ECB1, ECB2, ECB3, ECB4, ECB5, MCB1 AND MCB2]

DESIGNED	
DRAWN	PRASANTH
TRACED	
CHECKED	
A.E. E (DRG.)	Sd/-
E.E (DREDG.)	Sd/-
S.E (DREDG.)	Sd/-
C.E.	Sd/-

SCALE	DRG. NO.	DATE	REV.
NOT TO SCALE	9767-02- 2020	11-12-2020	0



LOCATION OF NORTH DUMPING GROUND (A)
LATITUDE - N 1107233.77 M
LONGITUDE - E 617121.81 M
LOCATION OF SOUTH DUMPING GROUND (B)
LATITUDE - N 1095008.44 M
LONGITUDE - E618982.76 M

NOTES :-

1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
2. DEPTH INDICATED ARE WITH RESPECT TO PORTS CHART DATUM.
3. CORDINATES ARE IN U.T.M EVEREST SPHEROID.

NO.	DATE	REVISIONS	J.E.	A.E. (DREDG.)	E.E.(DREDG.)

COCHIN PORT TRUST

COCHIN - 682009

DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2021 - 2022

KEY PLAN
LOCATION OF DUMPING GROUNDS

DESIGNED	
DRAWN	PRASANTH
TRACED	
CHECKED	
A.E.E (DREDG.)	Sd/-
E.E. (DREDG.)	Sd/-
S.E (DREDG.)	Sd/-
C.E.	Sd/-

SCALE	DRG. NO.	DATE	REV.
NOT TO SCALE	9767 - 03 - 2020	11-12-2020	0