



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

COCHIN PORT AUTHORITY

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**TENDER FOR PROVIDING CONSULTANCY SERVICES FOR
OBTAINING ENVIRONMENTAL AND CRZ CLEARANCES FOR THE
PROPOSED PASSENGER JETTIES AND ASSOCIATED LANDSIDE
FACILITIES AT ANDROTH, KADMATH AND KALPENI ISLANDS IN
LAKSHADWEEP**

BID DOCUMENT

(Tender No.T9/T-2008/2024-C)

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

Price : Rs.2360/- (2000/- + 18% GST)

COCHIN PORT AUTHORITY

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TENDER FOR PROVIDING CONSULTANCY SERVICES FOR OBTAINING ENVIRONMENTAL AND CRZ CLEARANCES FOR THE PROPOSED PASSENGER JETTIES AND ASSOCIATED LANDSIDE FACILITIES AT ANDROTH, KADMATH AND KALPENI ISLANDS IN LAKSHADWEEP

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COCHIN PORT AUTHORITY

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Chief Engineer's Office,
Cochin – 682 009.

No.T9/T-2008/2024-C

Dated: 15/03/2024

TENDER NOTICE

Limited Tenders in Electronic Tendering mode (e-tenders) on lumpsum basis are invited from reputed firms / consultants accredited with Quality Council of India (QCI) and National Accreditation Board for Education & Training (NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A for **“Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep”**. The list of Bidders is attached at **Appendix XII**.

2. Details of downloading / submission of Bids are as under:

Download period	From 15.03.2024 to 14.30 hours on 08.04.2024
Last date and time of submission of Bid	14.30 hours on 08.04.2024
Date and time of opening the Bid	15.00 hours on 08.04.2024
Estimated Cost	Rs.175 lakh
Earnest Money Deposit	Rs.3.50 lakh
Cost of Bid Document	Rs. 2360/- (Rs.2000/- + 18% GST) (Non refundable) furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-IX
Pre Bid Conference	25.03.2024

3. Cochin Port Authority (CoPA) on behalf of Union Territory of Lakshadweep Administration (UTLA) intends to engage the services of a Consultant accredited with Quality Council of India (QCI) and National Accreditation Board for Education & Training (NABET) under Ports, Harbours, Jetties, Breakwaters and Dredging with Category A for assisting the Port in obtaining the Environmental and Coastal Regulation Zone (CRZ) Clearances including Preparation of an Environment Impact Assessment (EIA) Report covering the required EIA studies, Disaster Management Plan & Risk Management Report, EMP etc., in accordance with the Standard Terms of Reference (ToR) already published by MoEF&CC for conducting EIA study and also additional project specific ToR to be issued the by MoEF&CC as per the latest guidelines/ circulars/ notifications of MoEF&CC, Government of India.
4. The selected Consultant for **Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep** (hereafter referred to as the “Assignment”) will be responsible for conducting **all studies and investigations except bathymetry survey and mathematical model studies** and obtaining all mandatory NOCs, clearances etc.

from all appropriate authorities from MoEF&CC and LCZMA/SEIAA etc. on behalf of UTLA. The scope of work inter alia includes compliance to the following as per latest EIA notifications and guidelines of MoEF&CC and subsequent modifications therein.

5. The detailed scope of work in the proposed Consultancy services is detailed under "**Section 3 - Terms of Reference**" of the Bid Document.
6. Bid Documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid Document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/Banker's Cheque drawn in favour of FA & CAO, CoPA along with the submission of Bid. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-IX.
7. The Bidders need to obtain the one time User ID & password for log-in to **e-Tendering** system from the service provider M/s.**KEONICS** by paying registration amount of **Rs.1124/-** by online payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
8. The intending Bidder must have valid Class-II or III digital signature certificate to submit the Bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No.080-49352000 / 9605557738.
9. Bids shall be submitted "**online**" on the website www.tenderwizard.com/COPT, strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document. No Bids shall be accepted off-line (Hard copy).
10. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the Queries of Bidders etc., if any, issued by CoPA, from the e-Tendering Portal or CoPA website or CPP Portal before submission of the Bid. Bids with any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of Bidder etc. duly signed along with the downloaded Documents while submitting the Bid, are liable for rejection. Incomplete Bid Documents may be rejected.
11. Cochin Port Authority will not be held responsible for any technical snag or network failure during Online Bidding. It is the Bidders' responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at Bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Authority shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures.
12. The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD shall be uploaded with the Bid Document while submitting the Bid electronically in the e-Tendering Portal. The Bidder shall submit the originals of: (i) DD/ Pay Order/ Banker's Cheque towards (a) the cost of Bid Document and (b) EMD, (ii) Power of Attorney, if applicable, (iii) Integrity Pact and (iv) Declaration in Appendix IV, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Tender Name, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682 009, KERALA**, before opening date and time of the Bid. **Non submission of the original financial instruments towards the Cost of Bid Document and EMD, Power-of-Attorney, if applicable, Integrity Pact and Declaration, within the above period leads to disqualification of Bids.** Bids received after the stipulated last date and time for receipt, due to any reasons will not be considered.
13. MSME Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works shall only be eligible for submission of Bid Document without any cost. They are required to submit

documentary proof of such registration along with the offer, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. If the Registration Certificate does not pertain to Relevant Services of this Assignment, the Bid will be rejected.

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

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

SECTION - I

INVITATION FOR PROPOSAL

1.1 Background

Lakshadweep is an archipelago consisting of coral islands and reefs. These groups of islands comprise of 27 islands, 3 reefs and 6 submerged sand banks, out of which 11 islands are inhabited (including the Island resort of Bangaram). Islands are scattered to the west of Kerala Coast at a distance varying from 200 Kms to 400 Kms in the Arabian Sea. These islands are separated from one another by deep sea and are at an average distance of 60 to 300 Kms from one another.

All the Islands, except Androth Island, have shallow water lagoon on the western side and open deep waters on the Eastern side. All islands except Androth are in NE to SW alignment, Androth is with East-West alignment.

Due to peculiar geography of the islands, there are limitation in providing Port and Harbour infrastructure. The lagoons on the western side of the islands have shallow waters which is not adequate even for the Pablo boat traffic. On the eastern side of the islands, the sea is very deep immediately from the shore and is exposed to the disturbances in the sea in monsoons.

In many islands, bigger ships are attended at outer sea as they cannot come inside the lagoon and no other Port facility is available for this purpose. Normally, in many islands, passengers' operations are carried out at high sea with small Pablo boats from ship to island and vice-versa and cargo with the help of dump barges towed by wooden tugs. These islands receive high rainfall and rough weather is experienced for more than 5 months in a year. During monsoon period (May-September), inter-island movement as well as movement of passengers from mainland also becomes very difficult with almost all passenger and cargo handling in all islands being done at the high seas. This is not only a safety hazard but also reduces efficiency of the assets drastically, thereby increasing the cost of operations. Not only this but due to other reasons the Ship schedules also becomes unpredictable. During monsoon season passenger operations in some of the islands, due to their geographical conditions, become unsafe.

As the sea is the high way to these islands, shipping services assume major role in the development of the islands. At present the Port facilities in the islands are not well developed to the industry standards. In order to cater the above requirements, these inhabited islands should have well developed infrastructures for facilitating all-weather 24x7 unhindered shipping operations and effective and safe passenger handling. In view of this, there is immediate need for providing new Port infrastructures with modern facilities and refurbishing the existing infrastructures presently provided for handling the passenger ships and the cargo vessels.

UTLA has launched various developmental programs for port led prosperity and also strategic initiatives to modernize various Ports within Lakshadweep, so that port-led development can be augmented, coastlines and hinterland can be developed to contribute in growth of the Union Territory. Lakshadweep Administration is making efforts in transforming the existing Ports into modern world class Ports and integrate the development of the Ports and adjoining areas, other commercial activities and efficient logistics systems through road and coastal waterways resulting in Ports becoming the drivers of economic activity.

A Memorandum of Understanding (MoU) has been entered between Union Territory of Lakshadweep Administration (UTLA) and Cochin Port Authority (CoPA) for Port infrastructure development projects. Based on the said MoU, UTLA has engaged Cochin Port for executing all the port and harbour projects.

To move forward in this direction, CoPA has appointed M/s. Assystem India Limited formerly known as L & T Infrastructure Engineering Limited, Chennai (LNTIEL) as Consultant for Providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of islands in

Lakshadweep. The Consultant has prepared the DPRs for the islands Androth, Kadmath and Kalpeni, which have been submitted to the Sagarmala Cell of MoSP&W by UTLA for the grant of funds. MoPS&W has given in principle approval for western side jetties and land side facilities of Kadmath and Kalpeni and in principle approval for remaining projects are expected shortly. As per Revised Sagarmala Funding Guidelines, UTLA/CoPA has to proceed with for obtaining required clearances.

In this regard, CoPA intend to secure the services of an accredited Consultant under NABET scheme for assisting the Port in obtaining the Environmental and Coastal Regulation Zone (CRZ) Clearances including Preparation of an EIA Report covering the required EIA studies, Disaster Management Plan & Risk Management Report, EMP etc., as per the latest guidelines/ circulars/ notifications of MoEF&CC, Government of India for the proposed jetties and landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep.

In pursuance of the above, CoPA now proposes to invite Bids for the Assignment **“Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep”** (hereafter referred to as the “Assignment”). The Consultant has to secure Environmental & CRZ Clearances from Competent Authorities taking into consideration of the approved Integrated Island Management Plan (IIMP) of the Lakshadweep.

1.2 Project Information

The Consultant, M/s. Assystem India Limited has prepared the DPRs for the islands Androth, Kadmath and Kalpeni and the layouts of which are placed at Annexure – I, Annexure – II and Annexure – III respectively. The DPRs along with the estimate prepared by the Consultant, M/s. Assystem India Limited will be shared to the successful Bidder. The various components envisaged in the Project are as follows:

1.2.1 At Androth

The major components of the project as per DPR furnished by the Consultant, M/s. Assystem India Limited, which comes to about Rs. 544.15 crore are given below:

- (i) Refurbishment of 530m existing breakwater to its original shape and to cater the design vessels
- (ii) Extension of breakwater by 490m, with roadway atop, facilities for tourists on the round head, illumination etc.
- (iii) Construction of 250 x 15m jetty for UTLA, designed for 200m LoA vessel
- (iv) Construction of 150 x 15m jetty for Navy, designed for 120m LoA vessel [Cost not included in the DPR, but EC has to be obtained]
- (v) Dredging the basin and manoeuvring area to (-)8.1m – Approximate quantity - 0.30 million cum
- (vi) Reclamation and land development - Reclaiming about 4300 sqm. of land using dredged material and levelling the ground
- (vii) Reclamation bund for about 242m for reclaimed land
- (viii) Slipway and associated facilities which includes a concrete slope for boat landing, boat parking yard, boat repair workshop of 150 sqm., ice plant of 150 sqm., fuel station of 150 sqm., Naval shop complex of 600 sqm.
- (ix) Landside facilities like Passenger waiting hall of 2075 sqm., Open storage of 1000 sqm., Customs building of 100 sqm., Security cabin of 50 sqm., Warehouse of 2910 sqm.
- (x) Providing Aesthetic lighting, illumination, water and power supply, CCTV including night vision

A layout drawing of the proposed project facilities is enclosed at **Annexure-I**.

1.2.2 At Kadmath

The major components of the project as per DPR furnished by the Consultant, M/s. Assystem India Limited, which comes to about Rs. 366.17 crore are given below:

(A) At Western Side

- (i) Construction of 70m x 12m Jetty, designed for HSVs, barges of 57.50m LoA

- (ii) Construction of 75m x 8.5m Approach Trestle
- (iii) Landside facilities which include Passenger Facilitation Centre of 500 sqm., Security Cabin of 64 sqm., Slipway & repair facilities of 975 sqm., Repair Shop of 150 sqm., Ice Plant of 150 sqm., Fuel Station of 150 sqm. etc.
- (iv) Road connecting the Approach Trestle to existing road network
- (v) Providing Hydraulic cranes, gangway etc.
- (vi) Providing Aesthetic lighting, illumination, water and power supply, CCTV including night vision and
- (vii) Desiltation of Approach channel of 1820m length, 40m wide and (-) 3.10m deep including turning circle with approximate dredging quantity of 0.25 million cum

(B) At Eastern Side

- (i) Construction of 360m x 20m Jetty, designed for 300m LoA cruise vessels
- (ii) Construction of 310m x 8.5m Approach Trestle
- (iii) Landside facilities which include Passenger Facilitation Centre of 2075 sqm., Ware house of 200 sqm., Security Cabin of 64 sqm. etc.
- (iv) Road connecting the Approach Trestle to existing road network
- (v) Providing Hydraulic cranes, gangway etc.
- (vi) Providing Aesthetic lighting, illumination, water and power supply, CCTV including night vision

A layout drawing of the proposed project facilities is enclosed at **Annexure -II.**

1.2.3 At Kalpeni

The major components of the project as per DPR furnished by the Consultant, M/s.Assystem India Limited, which comes to about Rs.354.47 crore are given below:

(A) At Western Side

- (i) Construction of 70m x 12m Jetty, designed for HSVs, barges of 57.50m LoA
- (ii) Construction of 175m x 8.5m Approach Trestle
- (iii) Landside facilities which include Passenger Facilitation Centre of 500 sqm., Security Cabin of 64 sqm., Slipway & repair facilities of 975 sqm., Repair Shop of 150 sqm., Ice Plant of 150 sqm., Fuel Station of 150 sqm. etc.
- (iv) Road connecting the Approach Trestle to existing road network
- (v) Providing Hydraulic cranes, gangway etc.
- (vi) Providing Aesthetic lighting, illumination, water and power supply, CCTV including night vision and
- (vii) Desiltation of Approach channel of 4980m length, 40m wide and (-) 3.10m deep including turning circle with approximate dredging quantity of 0.25 million cum.

(B) At Eastern Side

- (i) Construction of 360m x 20m Jetty, designed for 300m LoA cruise vessels
- (ii) Construction of 130m x 8.5m Approach Trestle
- (iii) Landside facilities which include Passenger Facilitation Centre of 2075 sqm., Ware house of 200 sqm., Security Cabin of 64 sqm. etc.
- (iv) Road connecting the Approach Trestle to existing road network
- (v) Providing Hydraulic cranes, gangway etc.
- (vi) Providing Aesthetic lighting, illumination, water and power supply, CCTV including night vision

A layout drawing of the proposed project facilities is enclosed at **Annexure-III.**

1.3 Request for Proposal / Bid

1.3.1 Cochin Port invites Bids for selection of a Consultant for **“Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep”**, who shall obtain all the required clearances pertaining to Environmental and CRZ for the projects.

1.3.2 At the time of uploading, the Bidder shall give an undertaking in Appendix–V that no changes have been made in the Bid Document. The Port’s Bid Document will be

treated as authentic Bid and if any discrepancy is noticed at any stage between the Port's Bid Document and the one submitted by the Bidder, the Port's Document shall prevail. For the discrepancies found at any time, the Bidder shall be liable for legal action.

1.4 Due Diligence by the Bidders

- 1.4.1 Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Bid by paying a visit to the Lakshadweep Islands and sending written queries to CoPA on or before the date and time specified in Clause 1.8.
- 1.4.2 The Bidders are advised to inspect the work site and get familiarize with working conditions, as to the nature of the work (so far as is practicable), the means of access, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Bid. The Bidder is deemed to have full knowledge of the Assignment whether he inspects it or not and no relaxation/escalation consequent on any misunderstanding or otherwise shall be allowed.

1.5 Cost of Bid Document and EMD

- 1.5.1 The Cost of Bid Document and EMD shall be remitted in the form of Demand Draft /Pay Order/Banker's Cheque drawn in favour of the FA & CAO, CoPA from any Scheduled / Nationalised Bank having its branch at Kochi at the time of submission of Bid and scanned copy of the same shall be attached with the e-tender. Payment can also be made on the mode (NEFT/RTGS) as per the Bank details given at Appendix-IX.
- 1.5.2 MSME Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works shall be eligible for issue of Bid Document free of cost and are exempted from payment of EMD. They are required to submit documentary proof of such registration along with the offer, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. If the Registration Certificate does not pertain to Relevant services of this Assignment, the Bid will be rejected.

1.6 Validity of the Bid

- 1.6.1 The Bids shall be valid for a period of at least 180 (One hundred and eighty) days from the Bid Due Date. CoPA reserves the right to reject any Bid, which does not meet this requirement. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any Bidder withdraw his Bid before these periods, or make any modification in the terms and conditions of the Bid which are not acceptable to the department, the earnest money deposited by the Bidder shall be forfeited.
- 1.6.2 In exceptional circumstances, prior to expiry of the above Bid Validity Period, CoPA may, by a request in writing, require the Bidders to extend the period of validity for specified additional periods. Bidders who are willing for such an extension shall have to communicate their acceptance in writing, within the specified time as mentioned in the request made by the Port Authority for validity extension. A Bidder may also refuse the request for extension. However, no claim from such Bidders, whatsoever, concerned with this Bidding, will be entertained by the Port Authority. A Bidder agreeing to the request will not be allowed to modify its Bid, i.e., the extension shall be unconditional.

1.7 Selection Process

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

1.8 Pre-Bid Meeting / Clarifications

- 1.8.1 Pre-Bid meeting will be held for the Bid on 25.04.2024. The Bidders who need clarifications on any specific issue shall inform CoPA in writing (in editable word/doc/docx format only) on or before 25.04.2024 at the address given in the Clause 1.10.1 below. Queries/clarifications submitted in any other format shall not be considered for giving clarifications. Queries/clarifications on Bid Document sought after 25.04.2024 may not be entertained.
- 1.8.2 CoPA shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Due Date. The replies/clarifications/decisions shall be hosted at the Cochin Port Authority website www.cochinport.gov.in, e-Tendering Portal and CPP Portal without identifying the source of queries.
- 1.8.3 CoPA reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obligating CoPA to respond to any query or to provide any clarification.

1.9 Integrity Pact (IP)

Integrity Pact shall cover this Bid throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The Bidders should sign and submit an "Integrity Pact" to be executed between the Bidder and Cochin Port Authority in the Bid. Bids not accompanied by a duly signed "Integrity Pact" shall be liable for rejection. IP would be implemented through the following Independent External Monitors (IEM) for this Bid or the IEM subsequently appointed.

1. Shri. M J Joseph, ICAS (Retd),
37, Da Costa Square, 3rd Cross,
Cooke Town, Bangalore – 560 084
Email : mohan.joseph@gmail.com
2. Shri. Punati Sridhar, IFoS (Retd.)
8C, Block – 4, 14-C Cross,
MCHS Colony, HSR 6th Sector,
Bangalore – 560 102
Email : poonatis@gmail.com

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

1.10 Communications

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

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

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

Tender No. : No.T9/T- 2008/2024-C

Tender Name: Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

SIGNATURE OF BIDDER

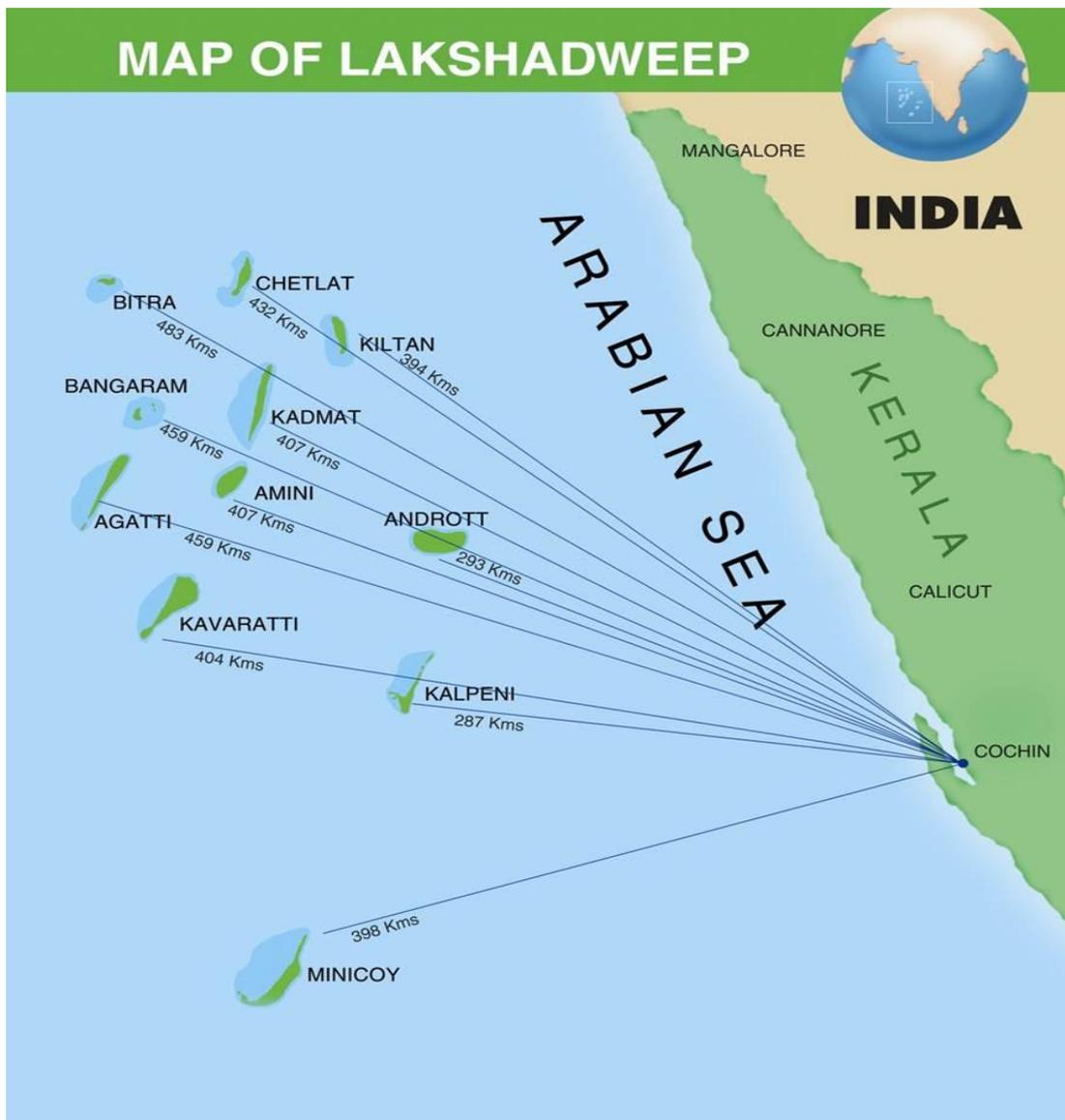
SECTION - 2

2. SITE INFORMATION

2.1 Project Locations at Union Territory of Lakshadweep

The Union Territory of Lakshadweep is an archipelago situated in the Arabian Sea between 08° 00' N and 12° 30' N latitude and 71° 00' E and 74° 00' E longitude and at a distance of about 220 to 440 km from the west coast of India. Lakshadweep is the tiniest Union Territory of India and lies about 220-440 km from Kochi, Kerala. The length of the coastline is 132 km, which is approximately 1.6% of India's total coastline. The islands have a lagoon area of about 4000 sq. km., territorial waters covering an area of 20,000 sq. km, continental shelf of 4000sq. km and an EEZ of 0.4 million sq. km. There are 11 major islands and lagoons (Androth, Kavaratti, Kalpeni, Agatti, Chetlat, Bitra, Kiltan, Kadmat, Amini, Bangaram, Minicoy) and 3 submerged reefs (Baliapani, Cheriapani, Perumalpar) and 5 banks (Bassas de Pedro, Sessostris, Coradivh, Aminipitti, Elikalpeni). Kavaratti is the capital city of these islands. The location of the islands and distances from Kochi is presented in Figure – I.

FIGURE - I



Lakshadweep is connected to Cochin by sea route. Seven passenger ships operate between various islands & Cochin and it takes 14–20 hours for the passage. Agatti of Lakshadweep is also connected to Cochin by regular commercial flights and it takes around 1 hour 20 minutes and daily two flights are available at present.

The clearances have to be obtained for the projects proposed at three islands in Lakshadweep viz., Androth, Kadmath and Kalpeni as follows:

- (i) For Androth, comprehensive clearance for all projects is required.
- (ii) For Kadmath and Kalpeni, separate clearances have to be taken for
 - (a) projects on Eastern side
 - (b) projects on Western side excluding desiltation of channel and turning circle and
 - (c) desiltation of channel and turning circle on Western side.

In the case of Western side, priority has to be given for taking clearances for the proposed passenger jetties and associated landside facilities.

SIGNATURE OF BIDDER

SECTION - 3

3. TERMS OF REFERENCE

3.1 Background

- 3.1.1 Union Territory of Lakshadweep Administration (UTLA) has entrusted Cochin Port Authority (CoPA) with various Port led development projects under Sagarmala scheme in Lakshadweep Islands. A Memorandum of Understanding (MoU) has been entered between CoPA & UTLA for this purpose. In this regard, CoPA has submitted DPRs of various Port led Infrastructures including berths and associate items along with landside facilities of three islands of Lakshadweep – Androth, Kadmath and Kalpeni to UTLA.
- 3.1.2 Cochin Port Authority (CoPA) on behalf of Union Territory of Lakshadweep (UTLA) proposes to obtain 'Environmental and CRZ Clearances' for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep. In this regard CoPA intends to avail the services of a Consultant accredited with Quality Council of India (QCI) and National Accreditation Board for Education & Training (NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A for assisting the Port in obtaining the said clearances on behalf of UTLA including preparation of an Environmental Impact Assessment (EIA) Report. The Report shall cover the required EIA studies, Disaster Management Report (DMP) & Risk Assessment (RA), Environmental Management Plan (EMP), CRZ mapping, model studies etc., as per the latest guidelines/circulars/notifications of Ministry of Environment and Forests (MoEF&CC), Government of India. The Scope of Work/Assignment and duties of the Consultant shall be as detailed below.

3.2 Objective

- 3.2.1 The Consultant shall obtain CRZ Recommendations from Lakshadweep Coastal Zone Management Authority (LCZMA) and CRZ & Environmental Clearances from the State Environment Impact Assessment Authority (SEIAA) / MoEF&CC including presentation of the EIA report at Public Hearing (if required), before Technical Committee of State Pollution Control Board (SPCB) and SEIAA/MoEF&CC/other statutory body(ies), as per the requirement.
- 3.2.2 **The Consultant has to secure Environmental & CRZ Clearances from Competent Authorities taking into consideration of the approved Integrated Island Management Plan (IIMP) of the Lakshadweep.**
- 3.2.3 **The Consultant has to secure Environmental & CRZ Clearances from Competent Authorities for the projects proposed at three islands in Lakshadweep viz., Androth, Kadmath and Kalpeni as follows:**
- (i) For Androth, comprehensive clearance for all projects is required.
 - (ii) For Kadmath and Kalpeni, separate clearances have to be taken for
 - (a) projects on Eastern side
 - (b) projects on Western side excluding desiltation of channel and turning circle and
 - (c) desiltation of channel and turning circle on Western side.
- 3.2.4 **In the case of Western side, priority has to be given for taking clearances for the proposed passenger jetties and associated landside facilities.**

3.3 Scope of the Assignment

- 3.3.1 The Consultant is required to obtain necessary clearances from all appropriate authorities on behalf of UTLA, for the projects proposed at three islands in Lakshadweep viz., Androth, Kadmath and Kalpeni as follows:
- (i) For Androth, comprehensive clearance for all projects is required.
 - (ii) For Kadmath and Kalpeni, separate clearances have to be taken for
 - (a) projects on Eastern side

- (b) projects on Western side excluding desiltation of channel and turning circle and
- (c) desiltation of channel and turning circle on Western side.

In the case of Western side, priority has to be given for taking clearances for the proposed passenger jetties and associated landside facilities.

- 3.3.2 The scope of Assignment inter alia includes compliance to the following as per latest EIA notification of MoEF&CC and subsequent modifications therein.
- (a) Preparation of Pre-feasibility Report and submission of Form I application, Environmental Appraisal Questionnaire developed by MoEF&CC including preparation of Terms of Reference (ToR) with relevant documentation to obtain ToR approval from SEIAA/MoEF&CC.
 - (b) Conducting EIA/EMP study as per prescribed ToR.
 - (c) Preparation of CRZ map reflecting HTL/LTL line and Authentication from approved agencies of MoEF&CC, Gol.
 - (d) Facilitating Public Hearing as in Schedule IV, as per requirement.
 - (e) Conducting model study or other studies, if required, as per prescribed ToR.
 - (f) Obtaining No objection Certificate from State Pollution Control Board.
 - (g) Finally obtaining EC and CRZ from Competent Authority.
- 3.3.3 The detailed Scope of the Assignment “Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep” to be carried out shall include but not limited to the following activities / studies:
- 3.3.3.1 The Consultant shall prepare and furnish duly filled Form-1 for seeking Environmental and CRZ Clearances from the LCZMA/SEIAA/MoEF&CC, Govt. of India (Gol) for obtaining ToR.
 - 3.3.3.2 The Consultant shall follow the standard TOR issued by MoEF&CC for undertaking detailed EIA study over and above project specific / additional ToR accorded for the project which shall be ensured to carry out the studies.
 - 3.3.3.3 The Consultant has to assist CoPA/UTLA in preparing the application to MoEF&CC / SPCB / LCZMA, for obtaining EC and CRZ Clearance.
 - 3.3.3.4 The Consultant has to prepare EIA/EMP and Risk Assessment reports as required on different parameters recommended by LCZMA/SEIAA and as per related latest guidelines/ circulars/ notifications of MoEF&CC time to time for obtaining Environmental Clearance. Preparation of EIA Study Report shall include marine and terrestrial component by incorporating baseline data, identification, prediction and evaluation of impacts due to construction of Jetties and landside facilities for UTLA and delineation of EMP to mitigate the adverse impacts. EIA report shall also cover study on disposal of solid waste management duly obtaining approval of the local body, study on Marine bio-diversity, Risk assessment, Safety systems etc. The bathymetry survey details and mathematical model study details will be shared by CoPA.
 - 3.3.3.5 The Consultant has to prepare CRZ map reflecting HTL/LTL demarcation of the proposed projects through the approved agency of MoEF&CC and Consultant shall provide all technical assistance for the preparation of CRZ map.
 - 3.3.3.6 The Consultant has to superimpose the project layout on the above map through the approved agency of MoEF&CC. The Consultant shall provide all technical assistance for the same and also shall review the project layout.
 - 3.3.3.7 The Consultant has to obtain NOC from State Pollution Control Board, if required.
 - 3.3.3.8 The Consultant has to submit application along with requisite documents to the LCZMA/SEIAA/MoEF&CC and follow up for obtaining CRZ & Environmental Clearance (EC) in accordance with the procedure laid down in the latest EIA Notifications and Guidelines its amendments from time to time.

- 3.3.3.9 The Consultant has to submit the draft and the final EIA reports for the comments / views of CoPA and approval of UTLA, before submitting to statutory authorities for obtaining EC/CRZ clearance.
- 3.3.3.10 The Consultant has to make presentation before State Environment Impact Assessment Authority/ LCZMA/ State Pollution Control Board and other Nodal Agency as and when required for getting Statutory Clearance/ NOC for the said projects.
- 3.3.3.11 The Consultant has to be present and make presentation to Expert Appraisal Committee (EAC) MOEF&CC, Govt. of India, New Delhi, SEIAA and LCZMA, as and when required to clarify / justify / defend any issues that may be raised by them and obtain EC from MoEF&CC.
- 3.3.3.12 In case EAC / MoEF&CC / SEIAA / LCZMA during the presentation meeting, suggests modification / correction on the reports, the Consultant shall submit their amended report within the specified time period. However, it is emphasized that all the reports / data / presentations made by the Consultant shall be comprehensive enough to avert such a contingency.
- 3.3.3.13 The Consultant has to prepare and submit the application for CRZ Clearance and follow-up with MOEF&CC & LCZMA and other Authorities till the said Clearance is received.
- 3.3.3.14 The Consultant has to conduct Public Hearing, as per requirement. If public hearing is not exempted, Consultant has to prepare and submit required documents like executive summary (both English & Malayalam), draft EIA report, etc., to the authorities for the conduct of Public Hearing. Presentation both in English & Malayalam languages during the public hearing, translation of the proceedings, etc. shall be under the scope of the Consultant. Consultant shall arrange required and sufficient copies of presentation material both in English & Malayalam for distribution. The Consultant has to present the project, defend the project, clarify and provide the required technical details / clarifications at the time of Public Hearing. The Consultant has to clarify any technical clarifications regarding CRZ, modeling studies, desilting, EIA studies, EMPs etc during Public Hearing or when and where required till obtaining the final Environmental Clearance from MoEF&CC and from SPCB/ SEIAA/ LCZMA.
- 3.3.3.15 The Consultant has to conduct all studies/ collect all relevant data required for the study. CoPA is in the process of conducting bathymetry survey and mathematical model study for these islands and data will be shared with the successful Bidder. All other studies required for obtaining the Environment and CRZ clearances has to be carried out by the Consultant at their own cost.
- 3.3.3.16 CoPA will provide the DPRs prepared by the Consultant, M/s. Assystem India Limited for the subject projects. However, it is the responsibility of the Consultant to derive or calculate required secondary data like water requirement, power requirement etc.
- 3.3.3.17 The Consultant has to bear the expenditure towards preparation of copies of draft EIA / EMP reports, and other reports / studies as mentioned in the ToR for submission to MoEF&CC / SEIAA for EC. The Consultant has to bear the expenditure towards preparation of required number of copies for final EIA / EMP report, preparation of presentation material to MoEF&CC / SEIAA / LCZMA etc. defending the project as well during presentation at MoEF&CC / SEIAA / LCZMA meetings, etc.
- 3.3.3.18 All Statutory fees including Authentication of CRZ map from authenticated agencies of MOEF&CC has to be borne by the Consultant.
- 3.3.3.19 The Consultant will have to meet any other requirement as desired from time to time for obtaining Environmental & CRZ Clearances.
- 3.3.3.20 All statutory fees, fees towards application for CRZ clearance, Application fee for ToR, NOC and guarantee deposit for public hearing etc. will be borne by UTLA.

3.3.3.21 The offer should be complete in terms of deliverables and price (all inclusive) to obtain the Environment Clearance for project implementation and CRZ Clearance excluding GST. GST will be paid extra as prevailing rates.

3.3.3.22 The Consultant will have to meet any other requirement as desired time to time for the Pre-execution work.

3.3.3.23 The Consultant has to obtain Environmental & CRZ Clearances and any other requisite NOCs from the Competent Authorities.

3.3.3.24 All studies / surveys / investigations / modelling, except bathymetry survey and mathematical model study for the islands, required for obtaining the clearances and that may be required by the SPCB, LCZMA, SEIAA, MoEF&CC etc. has to be carried out by the Consultant at his own cost. It is deemed that, the Assignment shall include all such works which are not specifically listed in TOR, but required to carry out to secure statutory clearances/NOCs from concerned authorities and final Environmental and CRZ Clearances for the construction of jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep.

3.4 Deliverables

3.4.1 The following are the deliverables to CoPA, in addition to submission to MoEF&CC/ SEIAA/LCZMA etc., which have to be furnished separately for the items specified in the Price Bid.

- (i) Duly filled Form-1 and its attachments including Pre Feasibility Reports along with draft Terms of Reference (ToR) (One soft copy in pendrive in editable format and colour hard copies as required for submission to SPCB/ SEIAA/ LCZMA/ MOEF&CC with extra five copies).
- (ii) Draft EIA Report including RA, DMP, EMP, Executive Summary etc. (One soft copy in pendrive in editable format and five colour hard copies) and its presentation.
- (iii) Form-I for Environmental and CRZ Clearances (One soft copy in pendrive in editable format and required colour hard copies) and Final EIA Report including RA, DMP, EMP etc. and Executive Summary in English and local language (Malayalam) (Two soft copies [both in PDF and word formats] in pendrive in editable format and twenty colour hard copies).
- (iv) Copies of presentation material (power point slides) in English and Malayalam for public hearing (if required) (One soft copy in pendrive in editable format and five colour hard copies).
- (v) Copies of draft and final EIA / EMP report along with public hearing comments and other reports (One soft copy in pendrive in editable format and five colour hard copies).
- (vi) CRZ maps, HTL/LTL demarcation maps, other reports, studies, modeling studies, etc. as mentioned in the ToR issued by MoEF&CC (One soft copy in pendrive in editable format and five colour hard copies).

3.4.2 In general, the Consultant has to submit the draft copies of reports, diagrams, power point presentation material, etc., well in advance for the comments / views of CoPA and approval of UTLA, before submitting to statutory authorities.

3.4.3 The Consultant has to ensure that the presentations made to the statutory authorities regarding the projects shall be by the experienced and professional personnel.

SIGNATURE OF BIDDER

SECTION - 4

4. WORK SCHEDULE AND TERMS OF PAYMENT

4.1 Work Schedule

- 4.1.1. The following events will constitute the milestones for the respective projects on either side of each island (Eastern and Western) except Androth for this Assignment and they shall be achieved within the periods indicated against each.

Table 4.1

Sl. No.	Description	Time Frame
1.	Commencement of Work/Assignment	Within 7 (Seven) days from the date of Letter of Acceptance.
2.	Submission of duly filled Form-1 and its attachments including Pre Feasibility Reports along with draft Terms of Reference (ToR) for EIA study prepared in line with the Standard ToR or as directed (One soft copy in pendrive in editable format and colour hard copies as required for submission to SPCB/ SEIAA/ LCZMA/ MOEF&CC with extra five copies).	Within 1 month from the date of commencement of Work/Assignment.
3.	Submission of Draft EIA Report as per the approved ToR including Risk Assessment (RA), Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary and its presentation (One soft copy in pendrive in editable format and five hard copies).	Within 5 months* from the date of commencement of Work/Assignment. * [See Clause 4.2.2]
4.	Submission of Form-I for Environmental and CRZ Clearances (One soft copy in pendrive in editable format and required hard copies) and Final EIA Report including Risk Assessment (RA), Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary in English and Malayalam and confirmation of its completeness in all respects (Two soft copies [both in PDF and word formats] in pendrive in editable format and twenty colour hard copies).	Within one week of receipt of CoPA's comments on the Draft EIA Report by the Consultant.
5	Technical Assistance to the Port for presentation of the Report before Technical Committee of State Pollution Control Board (SPCB), SEIAA, LCZMA, SEIAA, MoEF&CC etc. as required, including obtaining Environmental and CRZ Clearances.	As directed by CoPA.

4.2 Schedule of Payment

- 4.2.1 The Consultant shall be paid the Lumpsum Consultancy Fees for the project at the respective island for the respective side (to be quoted by the Bidder, in Indian Rupees excluding GST) for providing the services as per the schedule below:

Table 4.2

Sl. No.	Description	% of the Total Consultancy Fees payable for each item in the Price Bid
1.	On submission of duly filled Form-1 and its attachments including Pre Feasibility Reports along with draft Terms of Reference (ToR) for EIA study prepared in line with the Standard ToR or as directed and its concurrence by CoPA.	10%
2.	On submission of Draft EIA Report as per the approved ToR with rapid EIA study including Risk Assessment (RA) Report, Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary and its presentation and concurrence by CoPA.	*15% *See Clause 4.2.2
3.	On submission of Draft EIA Report as per the approved ToR with comprehensive EIA study including Risk Assessment (RA) Report, Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary and its presentation and concurrence by CoPA.	*35% *See Clause 4.2.2
4.	On submission of duly filled Form-I for Environmental and CRZ Clearances and Final EIA Report including Risk Assessment (RA), Disaster Management Plan (DMP), Environmental Management Plan (EMP) etc. and Executive Summary in English and Malayalam and confirmation of its completeness in all respects and concurrence by CoPA.	30%
5.	On obtaining the Environmental and CRZ Clearances for the project from LCZMA/SEIAA	#15% #See Clause 4.2.3
6.	On obtaining the Environmental and CRZ Clearances for the project from MoEF&CC	#10% #See Clause 4.2.3

- 4.2.2 In case the ToR approved by LCZMA/SEIAA/MoEF&CC stipulates rapid EIA study only, the stage payment towards Sl. No.3 in the Payment Schedule at Table 4.2 above would not be operative and the Consultant shall not claim for the payment. Similarly, if the ToR approved by LCZMA/SEIAA/MoEF&CC stipulates comprehensive EIA study, the stage payment towards Sl. No.2 in the Payment Schedule would not be operative and the Consultant shall not claim for the payment. In the case of comprehensive EIA study, draft EIA report shall be submitted within 10 (ten) months from the date of commencement of the Assignment.
- 4.2.3 In case EC/CRZ clearance is granted by LCZMA/SEIAA, the stage payment towards Sl. No. 5 above only would be operative and if EC/CRZ clearance is granted by MoEF&CC, the stage payment under Sl. Nos. 5 and 6 above would be operative.

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

SIGNATURE OF BIDDER

SECTION - 5

5. INSTRUCTION TO BIDDERS

5.1 Introduction

This Bid is invited for “Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep”. The work comprises obtaining the Environmental and Coastal Regulation Zone (CRZ) Clearances including Preparation of an EIA Report covering the required EIA studies, Disaster Management Plan & Risk Management Report, EMP etc., as per the latest guidelines/ circulars/ notifications of MoEF&CC, Government of India. The Consultant has to secure Environmental & CRZ Clearances from Competent Authorities taking into consideration of the approved Integrated Island Management Plan (IIMP) of the Lakshadweep.

5.2 General Instructions

- 5.2.1 The Assignment is to be executed as described in the Bid Document.
- 5.2.2 The Bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer’s offices for making such enquiries till finalisation of the Bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned Bidders will be duly contacted by the EMPLOYER.
- 5.2.3 Canvassing in any form by the Bidders or by any other agency acting on behalf of the Bidders after submission of the Bid may disqualify the said Bidders. The Employer’s decision in this regard shall be final and binding on the Bidders.
- 5.2.4 The EMPLOYER will not be liable for any financial obligation in connection with the Work until such time the EMPLOYER has communicated to the successful Bidder in writing his decision to entrust the Work (covered by the Bid Document issued to him).
- 5.2.5 Telex/E-mail offers will not be considered. Bidders should prepare their Bid themselves and submit it “online”. Bids submitted by agents will not be recognized.
- 5.2.6 Bids received after the due date and time and any change in Bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the Bid Document or for the delay in postal transit.
- 5.2.7 In case of an unscheduled holiday on the prescribed closing/opening day of the Bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the Bid.
- 5.2.8 All the Bank Guarantees (BGs) to be furnished by the Consultant in connection with the Bid shall be send to the Chief Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The Consultant shall take the responsibility of sending BGs directly to the Cochin Port by the issuing bank.
- 5.2.9 The Consultant shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 5.2.10 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this Document. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this Document.
- 5.2.11 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the Port through the Selection Process specified in this Bid Document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Port’s decisions are without any right of appeal whatsoever.

5.2.12 The Bidder shall submit its Bid in the form and manner specified in this Bid Document. The Bid shall be submitted in the format at **Appendix - I** and the Price Bid shall be submitted in the format at **Appendix - XI in e-tender mode only**. Upon selection, the Bidder shall be required to enter into an agreement with CoPA in the format specified at **Appendix - VII**.

5.3 Downloading of Bid Document

5.3.1 Bid Document can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in NIT by making online requisition. Bid Document can also be downloaded from Cochin Port website www.cochinport.gov.in or Central Public Procurement (CPP) Portal. Demand Draft/ Pay Order /Banker's Cheque for cost of Bid Document drawn in favour of the Financial Adviser & Chief Accounts Officer (FA &CAO), CoPA from any Scheduled / Nationalised Bank having its branch at Kochi shall be submitted at the time of submission of Bids and scanned copy of the same shall be attached with the e-tender.

5.3.2 In case of Bid Document being downloaded from the website, at the time of uploading, the Bidder shall give an undertaking in **Appendix - V** that no changes have been made in the document. The Port's Bid Document will be treated as authentic Bid and if any discrepancy is noticed at any stage between the Port's Bid Document and the one submitted by the Bidder, the Port's document shall prevail. For the discrepancies found at any time, the Bidder shall be liable for legal action.

5.4 The Bidder

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

5.5 Number of Bids

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

5.6 Cost of the Bid

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

5.7 Site Visit and Inspection of Data

The Bidders are advised to visit and inspect the Project sites and obtain for himself on his own responsibility all information / available data, familiarize with working conditions, as to the nature of the work (so far as is practicable), the means of access, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Bid / that may be necessary for preparing the Bid and entering into a contract, in case of being successful. The site visits shall be at the Bidder's own expense. The Bidder is deemed to have full knowledge of the work whether he inspects it or not and no relaxation/escalation consequent on any misunderstanding or otherwise shall be allowed.

5.8 Acknowledgement by Bidder

5.8.1 It shall be deemed that by submitting the Bid, the Bidder has:
a) Made a complete and careful examination of the Bid Document;

- b) Received all relevant information requested from CoPA;
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of CoPA or relating to any of the matters referred to in Clause 5.7 above;
- d) Satisfied itself about all matters, things and information, including matters referred to in Clause 5.7 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

5.9 Right to Reject Any or All Bids

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

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

5.9.3 Without prejudice to the generality of Clause 5.9.1, the CoPA reserves the right to reject any Bid if:

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

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

5.10 Contents of Bid Document

The Bid Document comprises of the Contents as mentioned in this Document and would additionally include any Addenda/Corrigenda/Amendments, if any, issued in accordance with Clause 5.11.

5.11 Amendment to Bid Document

5.11.1 At any time prior to the due date for submission of the Bid, the Chief Engineer may for any reason, whether at her own initiative or in response to clarifications requested by a prospective Bidder, modify the Bid Document by issuance of addendum/corrigendum. **The Chief Engineer, Cochin Port Authority shall have the right to omit or suspend certain items of work or revise or amend the Bid Document prior to the due date of submission of the Bid. Any addendum / corrigendum thus issued shall be part of the Bid Document. Any Addenda/ Corrigenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in Cochin Port Authority website www.cochinport.gov.in, e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the websites before submission of Bid.** It is the responsibility of the Bidders to download such addenda / corrigenda hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take an Addendum into account, or for any other reason, the CoPA may, at its discretion, extend the Bid Due Date and the Bid extension notice shall be hosted in the above websites only.

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

5.12 Language of the Bid

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

5.13 Format and Signing of Bid

5.13.1 Bidder shall prepare one set of his Bid excluding Departmental Bid Document including all addenda / corrigenda duly completed and signed, mentioned hereinafter. Form of Bid shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power-of-Attorney (in original) authorizing the signatory/s of the Bid shall be enclosed.

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

5.14 No Alternative Proposals by Bidders

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

5.15 The Bid

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

5.15.2 The Bid shall contain the following:

- (i) Cost of Bid Document as indicated in Table at Clause 2 of Tender Notice or duly notarised scanned copy of Exemption Certificate.
- (ii) Earnest Money Deposit as indicated in Table at Clause 2 of Tender Notice or duly notarised scanned copy of Exemption Certificate.
- (iii) Power-of-Attorney in favour of signatory(s) to the Bid, duly authenticated by Notary Public (vide **Appendix-II**).
- (iv) Duly signed Integrity Pact (vide **Appendix-III**).
- (v) A declaration by the Bidder that (vide **Appendix-IV**):
 - (a) they are one among the EIA Consultants with Accreditation of the Quality Council of India and National Accreditation Board of Education and Training (QCI & NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A as per MoEF&CC Notification(s);
 - (b) they have the approval for taking up EIA studies in the sectors relevant to the proposed projects/activities of CoPA as indicated in Clause 1.2 under 'Section 1: Invitation of Proposal' and Clause 3.3 under 'Section 3 : Terms of Reference'; and

- (c) the validity of their accreditation/registration would cover the period indicated in Table 4.1 and Clause 4.2.2 plus 6 months under 'Section 4 : Work Schedule and Terms of Payment', so that they would be eligible to appear before the Expert Appraisal Committees, LCZMA / SPCB / SEIAA / MoEF&CC for presentation.
- (vi) Technical Bid – Undertaking, No changes have been made in the Bid Document, Price Bid does not contain any condition as per **Appendix-V**.
- (vii) Bank information for e-Payment system as per **Appendix-VIII**.
- (viii) Bank Account details of Cochin Port Authority in **Appendix-IX**.
- (ix) **Undertaking for Financial Quote in the format as per Appendix-X**.
- (x) Duly notarised scanned copy of Certificate of accreditation from the Quality Council of India and National Accreditation Board of Education and Training (QCI&NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A as per MoEF&CC Notification(s) for conducting EIA studies in Port sector.
- (xi) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.
- (xii) Copies of PAN and GST registration

5.16 Price Bid

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

5.16.2 It is proposed to carry out the subject Assignment at three islands viz., Androth, Kadmath and Kalpeni in Lakshadweep. In the case of Kadmath and Kalpeni, clearances have to be obtained for the projects on eastern side, western side excluding desiltation of channel and turning circle and desiltation of channel and turning circle on Western side. In the case of Androth, comprehensive clearance for all projects is required. **The Employer at its discretion may descope any of the location or island & shortclose the Assignment and this will not entitle the Consultant to raise an additional claim towards this. Port reserves the right to cancel the Work Order at any point of time or stage for the Administrative reasons.**

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

NOTE:

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

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

5.17 Submission of Bid

5.17.1 Bid shall be submitted **through e-tender mode** on the date and time as indicated in the Table at Clause 2 of the Tender Notice, strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document.

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

5.17.3 Price Bid (Schedule-II) in the provided format shall be submitted only through e-tendering mode on www.tenderwizard.com/COPT. **In no case shall filled in Price Bid (Schedule II) be submitted in hard copy, as it shall result in rejection of the Bid.**

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

5.17.5 The successful Bidder shall submit one complete set of Bid Document already submitted in e-mode within one week after issue of Letter of Acceptance.

5.18 List of Documents to be Submitted

5.18.1 List of Documents to be uploaded for online submission of the Bid:

- (i) Scanned copy of financial instruments towards Cost of Bid Document or duly notarised scanned copy of Exemption Certificate, as the case may be.
- (ii) Scanned copy of financial instruments towards EMD or duly notarised scanned copy of Exemption Certificate, as the case may be.
- (iii) Scanned copies of **Appendices - I to XII**, duly signed.
- (iv) Duly notarised scanned copy of Certificate of accreditation from the Quality Council of India and National Accreditation Board of Education and Training (QCI&NABET) under Sector No. 33 - Ports, Harbours, Jetties, Breakwaters and Dredging with Category A as per MoEF&CC Notification(s) for conducting EIA studies in Port sector.
- (v) Registration Certificate of the Company.
- (vi) Copies of PAN and GST registration.
- (vii) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.

5.18.2 List of Documents to be submitted in original:

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

appear before the Expert Appraisal Committees, LCZMA / SPCB / SEIAA / MoEF&CC for presentation.

5.19 Late Bids

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

5.20 Opening of Bids

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

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

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

5.20.4 Opening of Price Bid

If the contents submitted by the Bidders in the Bid Document are in order and the requirements are fulfilled, then the Price Bid of that Bidder will be opened on a date as intimated through website/portals. The Bidder's name, the Bid Prices etc. can be seen on the e-tender portal.

5.21 Bid Contents

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

5.22 Responsiveness of Bids

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

- (i) Documents not signed and submitted in full meeting requirements of Bid and not signed and not sealed in the manner prescribed in the Bid Document.
- (ii) Is not accompanied by the required financial instruments.
- (iii) If the requirements of the Bid Document are not met with/ agreed to and show significant variations and or inconsistencies.

5.23 Acceptance of Bid

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

5.24 Currency

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

5.25 Negotiations

The Selected Bidder may, if necessary, be invited for negotiations for exploring possibility of arriving at a reasonable better offer and for re-confirming the obligations of the Consultant under this Bid. Issues such as, understanding of the ToR etc. shall be discussed during negotiations and re-confirmed.

5.26 Award of Work

- 5.26.1 The contract will be awarded to the Bidder whose Bid is found to be responsive and has quoted lowest quote in the Price Bid.
- 5.26.2 The successful Bidder shall be issued a Letter of Acceptance (LoA) by CoPA by email, which will be subsequently confirmed by Registered Post. This LoA along with written acknowledgment of the successful Bidder/ Consultant shall constitute a Contract between the Consultant and Cochin Port, till the signing of the formal Agreement.

5.27 Signing of Agreement

- 5.27.1 The Consultant (Successful Bidder) shall execute an Agreement at his expense on Kerala State stamp paper of proper value in the format set out in **Appendix-VII** for the due and proper fulfillment of the Contract within six weeks from the date of the Letter of Acceptance or within such time as extended by the Employer. The Consultant shall submit 12 (Twelve) copies of signed agreement excluding original in bound volume at their own cost.
- 5.27.2 The Date of Commencement of Work shall be reckoned as the actual date on which the Consultant commences the works related to the Assignment OR 7 (Seven) days from the date of Letter of Acceptance, whichever is earlier.

5.28 Fraud and Corrupt Practices

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

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

- (a) "corrupt practice" means
- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
 - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the

Authority in relation to any matter concerning the Project;

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

5.29 Commencement and Completion of Work

The Consultant shall commence the Work within 7 (Seven) days from the date of Letter of Acceptance and carry out the same expeditiously at whatever point or points and in such portion as the Employer may direct. The submission of reports, presentation if any and completion of Assignment shall be as stipulated in this Bid Document.

5.30 Conflict of Interest

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

5.30.2 The Consultant shall hold the “Employer’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

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

5.30.4 The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to CoPA in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to CoPA in accordance with the rules of CoPA. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five percent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

5.30.5 Prohibition of conflicting activities

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

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

- (ii) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (iii) at any time, such other activities as have been specified in the Bid as Conflict of Interest.

5.30.6 Guidance Note on Conflict of Interest is given below:

- 1) Consultants should be deemed to be in a Conflict of Interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Consultants should avoid both actual and perceived Conflict of Interest.
- 2) Conflict of Interest may arise between CoPA and a Consultant or between Consultants and present or future Concessionaries/ Contractors. Some of the situations that would involve Conflict of Interest are identified below:

a) CoPA and Consultants

- i) Potential Consultant should not be privy to information from CoPA which is not available to others; or
- ii) Potential Consultant should not have defined the Project when earlier working for CoPA; or
- iii) Potential Consultant should not have recently worked for CoPA overseeing the Project.

b) Consultants and Concessionaires/Contractors

- i) No Consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential Concessionaire/Contractor save and except relationships restricted to project-specific and short-term assignments; or
- ii) No Consultant should be involved in owning or operating entities resulting from the Project; or
- iii) **No Consultant should Bid for works arising from the Project.**

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

- 3) The normal way to identify Conflicts of Interest is through self-declaration by Consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Consultants become aware of them.
- 4) Another approach towards avoiding a Conflict of Interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding Conflicts of Interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Consultant coupled with provision of safeguards to the satisfaction of the Authority.
- 5) Another way to avoid Conflicts of Interest is through the appropriate grouping of tasks. For example, conflicts may arise if Consultants drawing up the terms of reference or the proposed Documentation are also eligible for the consequent assignment or project.

- 6) Another form of Conflict of Interest called “scope–creep” arises when Consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of CoPA but which will generate further work for the Consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Consultants to extend the length of their assignment.
- 7) Every Project contains potential Conflicts of Interest. Consultants should not only avoid any Conflict of Interest, they should report any present/ potential Conflict of Interest to CoPA at the earliest. Officials of CoPA involved in development of a project shall be responsible for identifying and resolving any Conflicts of Interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any Conflict of Interest arising at any stage in the process.

SIGNATURE OF BIDDER

SECTION – 6

6. GENERAL TERMS & CONDITIONS

6.1 Definitions and Interpretation

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

- a) **“Employer / CoPA / Port / Cochin Port / Board / Authority”** means Board of Major Port Authority for Cochin Port constituted under Major Port Authority Act 2021, having its principal office at W/Island, Cochin-9, India and acting through its Chairperson, Deputy Chairperson or the Chief Engineer or any other officers, so nominated by the Board.
- b) **“Chief Engineer”** means the Chief Engineer of Cochin Port Authority.
- c) **“Engineer / Officer-In-Charge”** means Dy. Chief Engineer/ Superintending Engineer/ any other Officer in charge of this Assignment as nominated by the Chief Engineer.
- d) **“Bid Document / Bid / Tender Document / Tender / Proposal / RFP”** means this Document inviting Bids from the Consultants for the Assignment, in response to which the Consultant’s proposal for providing Services are accepted.
- e) **“Bidder/Applicant”** means the person or persons, firm, Corporation, Consortium or Company who submits a Bid for the subject Assignment.
- f) **“Award Price/Contract Price”** means the sum indicated in the Price Bid submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Bid Document.
- g) **“Work / Assignment / Contract”** means the works to be executed by the Consultant detailed in this Bid Document including Terms of Reference.
- h) **“Consultant / Contractor”** means the successful Bidder who is awarded the Assignment.
- i) **“Date of Commencement of Work”** means the actual date on which the Consultant commences the work related to the Assignment **OR** the 7th day from the date of Letter of Acceptance, whichever is earlier.
- j) **“Party”** means either the Employer or the Consultant, as the case may be.
- k) **“UTLA”** means Union Territory of Lakshadweep Administration.

6.1.2 Notes

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

6.2 General Provisions

6.2.1 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws in India.

6.2.2 Notices

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

The Chief Engineer,
Chief Engineer's Office,
Cochin Port Authority,
Cochin – 682 009, Kerala, India.
Tel: 91-0484-2666414, 2582400, 2582404
Fax: 91-0484-2666414
E-mail: ce@cochinport.gov.in, coptce@gmail.com

6.3 Earnest Money Deposit/ Bid Security (EMD)

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

6.3.2 The EMD / Bid Security of unsuccessful Bidders other than L1 and L2, will be refunded immediately after ranking of the Bids. The EMD of the L1 and L2 Bidders will be discharged after L1 Bidder has furnished the required Performance Security and signed the Agreement.

6.3.3 Forfeiture of EMD / Bid Security

EMD / Bid Security will be forfeited in the following cases:

- (a) If a Bidder withdraws his Bid during the period of Bid validity, after the deadline for submission of Bid.
- (b) If a Bidder modifies his Bid during the period of Bid validity, after the deadline for submission of Bid.
- (c) The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.
- (d) In case of a successful Bidder fails
 - (i) to sign the Agreement or furnish the required Performance Security within the specified time limits.
 - (ii) to comply with any condition precedent to signing the contract specified in the solicitation documents.

6.4 Time Schedule

6.4.1 Submission of draft EIA report shall be done within 5 (Five) months from the date of commencement of Assignment. The Assignment shall be completed in all aspects, i.e., obtaining Environmental and CRZ Clearances from SEIAA/LCZMA/MoEF&CC tentatively within 8 (Eight) months from the date of commencement of Work/ Assignment.

6.4.2 In case the ToR approved by LCZMA/SEIAA/MoEF&CC stipulates comprehensive EIA study, draft EIA report shall be submitted within 10 (Ten) months from the date of commencement of the Assignment. Then the Assignment shall be completed in all aspects, i.e., obtaining Environmental and CRZ Clearances from SEIAA/LCZMA/MoEF&CC tentatively within 13 (Thirteen) months from the date of commencement of Work/ Assignment.

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

6.5 Liquidated Damage

Time is the essence of the contract. It shall be the responsibility of the Consultant to complete the work within the stipulated period of completion. In case the Consultant fails to complete the work successfully within the completion period or extended

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

6.6 Care and Diligence

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

6.6.2 The Consultant shall perform the Assignment in a professional manner, using sound engineering and design principles, management and supervisory procedures and in accordance with the standards employed by statutory bodies. By submitting the Bid, the Consultant represents that it has the required skills and capacity to perform the Assignment in the foregoing manner.

6.7 Taxes & Duties

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

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

6.8 Confidentiality

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

6.9 Suspension of Assignment

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

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

6.10 Termination of Assignment

6.10.1 Termination of Assignment by CoPA

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

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

- c) In case of a breach of Agreement or if CoPA is of opinion that service rendered by the Consultant is unsatisfactory, by giving 14 days notice to the Consultant.
- d) If the Consultant, in the judgment of CoPA, has engaged in fraud and corruption, in competing for or in executing the Contract, by giving 7 days notice.
- e) If the Consultant becomes bankrupt or otherwise insolvent, by giving 7 days notice to the Consultant.

6.10.2 Termination of the Assignment by the Consultant

The Consultant shall promptly notify CoPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract. Upon confirmation in writing by the CoPA of the existence of any such situation or event, or upon failure of the CoPA to respond to such notice within 30 (thirty) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than 30 (thirty) days prior written notice thereof.

6.11 Termination Procedure

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

6.12 Force Majeure

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

6.13 Dispute between the Consultant and Cochin Port

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

6.13.1 General

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

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

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

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

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

- d) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Enterprises (CPSEs) / Port Authorities inter-se or CPSE and

Government Departments, it shall be referred for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

- 6.13.1.2 It is a term of this Contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairperson of the appeal.
- 6.13.1.3 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 6.13.1.4 It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.
- 6.13.1.5 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 6.13.1.6 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 6.13.1.7 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- 6.13.1.8 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

6.13.2 Settlement of Disputes through Conciliation

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for Cochin Port constituted under Major Port Authorities Act 2021 subject to the delegation of powers.

6.14 Completion Certificate

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

6.15 Obligations of the Consultant

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

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

6.16 Facilities to be made available to the Consultant

The Cochin Port Authority would provide access to Documents and data relating to the Lakshadweep Islands as per availability but may not be exhaustive, that may be reasonably needed for the proposed assignment of the Consultant. The Detailed Project Reports prepared by the Consultant, M/s. Assystem India Limited, for the developmental activities in these islands will be shared to the successful Bidder.

6.17 Performance Security

Within 21 (twenty one) days of date of the Letter of Acceptance from CoPA, the Successful Bidder shall furnish to CoPA a Performance Security for satisfactory completion of the assignment, in the form of a Bank Guarantee of a Nationalized/Scheduled Bank, operating in India, for an amount equivalent to 10% of the Award Price / Contract Price as per the draft annexed at **Appendix-VI** to the Bid Document. Failure of the Successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the Contract and forfeiture of EMD. The Performance Security shall remain in force till 2 months after the satisfactory completion of the Contract and will be discharged thereafter subject to the condition stated therein. Obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder.

6.18 Safety Measures

6.18.1 The consultant is responsible for taking precautionary measures for the safety of lives of men working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Consultant. The Consultant has to provide required personal protective equipments (PPE) like safety shoes, helmets, nose masks, gloves, etc. In the event of any loss or damage being caused to the Consultant's property or person(s) while discharging this contract, the Consultant shall indemnify and keep indemnified CoPA/UTLA against all such losses. The Consultant shall be solely responsible for any injury or death to any of its employees and in the event of any claim being made on CoPA/UTLA; the Consultant shall indemnify CoPA/UTLA in this regard.

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

6.19 Additions and Alterations

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

perform such services, on terms and conditions to be mutually agreed upon by both the parties, at the discretion of the Port.

6.20 Bids with Conditions

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

SIGNATURE OF BIDDER

APPENDICES

Appendix-I

THE PROPOSAL

Letter of Submission

(On Bidder's letter head)

(Reference No and Date)

To

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

Sub: **Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep**

Dear Sir,

With reference to your Bid Document dated, I/we, having examined all relevant Documents and understood their contents, hereby submit our Bid for **Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep**, as the case may be and the Bid is unconditional.

2. All information provided in the Bid and in the Appendices are true and correct and all Documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any Contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any Project or Assignment or Contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Bid Document, including any Addenda/Corrigenda issued by CoPA;
 - (b) I/We do not have any conflict of interest in accordance with Clause 5.30 of the Bid Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or Bid issued by or any agreement entered into with CoPA or any other public sector enterprise or any government, Central or State; and
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 5.9 of the Bid Document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Assignment or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CoPA [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Assignment.
13. Proof document of the **Earnest Money** is attached.
14. I/We agree and understand that the Bid is subject to the provisions of the Bid Document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened or rejected.
15. I/We agree to keep this offer valid for 180 (One hundred and eighty) days from the Bid Due Date specified in the Bid.
16. A Power-of-Attorney in favour of the authorised signatory to sign and submit this Bid and Documents is attached herewith in Appendix-II.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Appendix-VII of the Bid. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied Bid and all other Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any Documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Price Bid is being submitted in e-mode. This Bid read with the Price Bid shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Document.
21. We also certify that further Bid related communication can be sent to the following e-mail IDs by CoPA:
 - (i)
 - (ii)

(Furnish two nos. current active email addresses)

Yours faithfully,

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

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

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

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

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

For

(Signature, name, designation and address)

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1.....(Notarised)

Notes:

1. The mode of execution of the Power-of-Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter Documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Bidder should submit for verification the extract of the charter Documents and Documents such as a resolution/ Power-of-Attorney in favour of the person executing this Power-of-Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power-of-Attorney executed and issued overseas, the Document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power-of-Attorney is being issued. However, the Power-of-Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

PROFORMA OF PRE CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)
(To be submitted as part of Technical Bid)

Bid No.....; Bid Title:

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____2024 at _____, India BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, represented by its Chief Engineer, Smt., D/o Sri....., aged years residing at (address) (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. _____ represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

"The Principal" intends to award, under laid down organizational procedures, contract/ s for _____, "The Principal" values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s) / Consultant(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the "The Principal"

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

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal shall exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the "Bidder/ Contractor/ Consultant"

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

- a. The "Bidder/ Contractor/ Consultant" shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender

process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The 'Bidder/ Contractor/ Consultant' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
- c. The 'Bidder/ Contractor/ Consultant' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor/ Consultant' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The 'Bidder/ Contractor/ Consultant' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the 'Bidder/ Contractor/ Consultant' of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor/ Consultant. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
- e. The 'Bidder/ Contractor/ Consultant' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder/ Contractor/ Consultant who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders/ Contractors/ Consultants/ Subcontractors

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

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

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

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Consultant(s)/ Subcontractor(s)

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

Section 8 - Independent External Monitor

(1) The BUYER/ EMPLOYER has appointed the following panel of Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

1. Shri. M.J. Joseph, ICAS (Retd.)
37, Da Costa Square, 3rd cross, Cooke Town, Bangalore -560084
Email: joseph.iem@cochinport.gov.in
- 3 Shri. Punati Sridhar, IFoS (Retd.)
8C, Block-4, 14-C Cross, MCHS Colony,
HSR6thSector, Bangalore-560 102
E-mail id: sridhar.iem@cochinport.gov.in

The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor

has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

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

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

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

(10) In the event of any dispute between the Management and the Contractor/ Consultant, incase, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.

(11) The fees/ expenses on dispute resolution shall be equally shared by both the parties.

(12) A person signing the IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(13) In case of Joint Ventures all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor/ Consultant shall take the responsibility of the adoption of IP by the sub – contractor. It is to be ensured that all sub-contractors also sign the IP.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor / Consultant 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Cochin.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the Contractor/ Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remain valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal
(Name of the Officer and Designation)
(Office Seal)

For and on behalf of 'Bidder/ Contractor/ Consultant'
(Name of the Officer and Designation)
(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1: (Name & Address)

Witness2 : (Name & Address)

DECLARATION

Subject : Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

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

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

SIGNATURE OF BIDDER
Name & Designation

TECHNICAL BID - UNDERTAKING

Subject : Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

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

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

SIGNATURE OF BIDDER
Name & Designation

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

PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

*(To be issued by a Scheduled Bank / Nationalised Bank in India on
Non-judicial Stamp Paper of appropriate value)*

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

Date :.....

To

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

Dear Sirs,

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

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

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

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

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

Dated thisday of

WITNESSES:

..... (Signature) (Signature)
..... (Name) (Name)

Bank's Rubber Stamp

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

+ Attorney as per Power of Attorney

No.

Dated

Notes:

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

FORM OF AGREEMENT

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

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

WHEREAS the Employer is desirous that certain tasks to be performed by the Consultant viz. **“Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep”** (hereinafter called “The Assignment”) and has accepted a Bid by the Consultant as referred in the Assignment.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Bid Document hereinafter referred to.
2. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Bid Document for **“Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep”**.
 - (b) All amendments to the Bid Document for **“Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep”** in the form of “Addenda/ Corrigenda” or otherwise as issued by the Employer including queries from Bidders and its reply by the Employer, if any prior to submission of the Bids.
 - (c) All documents submitted by the Consultant along with the Bid Document.
 - (d) Price Bid submitted by the Consultant quoting Lumpsum Consultancy fee for one aerodrome only.
 - (e) Acceptance letter issued by the Employer vide No..... dated and all correspondence exchanged between the Employer and the Consultant up to the date of issue of acceptance letter as specifically referred to in the said acceptance letter.
3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works the contract price at the times and in the manner prescribed in the Bid Document and accepted by the Consultant.

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

SIGNED, SEALED AND DELIVERED

By the said:

By the said:

.....

Name:.....

On behalf of the Consultant in the Presence of :

Name :.....

Address:.....

.....

.....

.....

Name:.....

On behalf of the Employer in the Presence of :

Name:.....

Address:.....

.....

.....

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

SIGNATURE OF BIDDER

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

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

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

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

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

Bank Certificate

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

Date :

Place:

Authorised Official of Bank

UNDERTAKING FOR FINANCIAL QUOTE

To

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

Sir,

Sub.: Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

~~~~~

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

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

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

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

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

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

**PRICE BID FOR THE ASSIGNMENT**

**Name of Assignment: Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep**

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Unit Rs. Ps. | Amount in Indian Rupees                            |                                                    |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------|----------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |              | In Figures                                         | In Words                                           |
| 1       | Providing Consultancy Services for obtaining Environmental and CRZ Clearances for the proposed jetties & landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep as per the terms and conditions stipulated in the Bid Document. The offer is inclusive of all incidentals, overheads, travelling expenses, all expenditure related to the studies, investigations, modelling etc. except bathymetry and mathematical model study, required for obtaining the clearances, presentations to be made during the execution of the Assignment as per Bid conditions, including all taxes, levy and duties but excluding GST. GST will be paid extra as per prevailing rates.<br>The rate shall also include cost for arranging all necessary equipments, men and materials including transportation to the Lakshadweep islands etc. and also considering the statutory / mandatory recoveries such as initial security deposit, retention amount from bills, income tax etc.. |              | <del>(To be submitted in e-tender mode only)</del> | <del>(To be submitted in e-tender mode only)</del> |
| a       | For projects at Androth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Each         |                                                    |                                                    |
| b       | For projects at Kalpeni – Eastern side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Each         |                                                    |                                                    |
| c (i)   | For projects at Kalpeni – Western side (excluding desiltation of channels and turning circle)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Each         |                                                    |                                                    |
| c (ii)  | For Kalpeni – Western side - Desiltation of channel and turning circle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Each         |                                                    |                                                    |
| d       | For projects at Kadmath – Eastern side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Each         |                                                    |                                                    |
| e (i)   | For projects at Kadmath – Western side (excluding desiltation of channels and turning circle)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Each         |                                                    |                                                    |
| e (ii)  | For Kadmath – Western side - Desiltation of channel and turning circle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Each         |                                                    |                                                    |
|         | <b>Grand Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |              |                                                    |                                                    |

**Note:**

- The Employer at its discretion may descope any of the above location or island and shortclose the Assignment and this will not entitle the Consultant to raise an additional claim towards this. Port reserves the right to cancel the Work Order at any point of time or stage for the Administrative reasons.**
- The successful Bidder shall be bound to take up the works related to additional locations also at the same rate subject to the condition that the total amount payable shall not exceed the Total Quoted Consultancy Fee by 100%. Any further additional work beyond the specified 100%, may be taken up by the Consultant as per the mutually agreed rates and conditions.
- The interim / stage payment / Bill shall be released for the Assignment undertaken on pro-rata basis for each location, as per the payment schedule detailed at Table

4.2 of this Bid Document.

4. The intending bidder shall inspect the site of Project and acquaint himself with the nature of work before preparing his Bid. His attention is drawn to Clause No. 5.7 of Instruction of Bidders in this regard. No excuse on ignorance as to the site conditions, availability of space and approaches to site etc., will be entertained.

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**List of Accredited EIA Consultant Organizations**

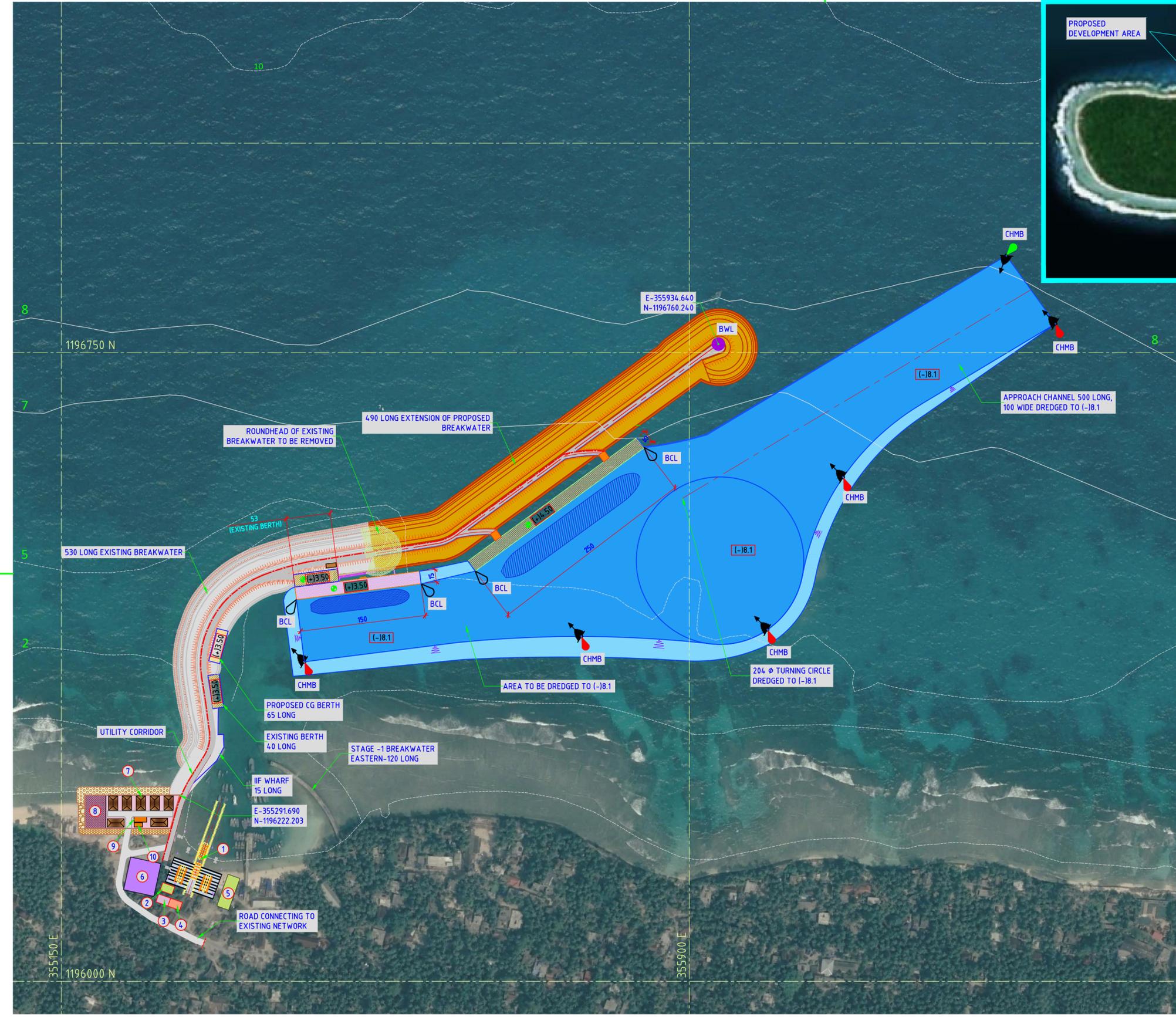
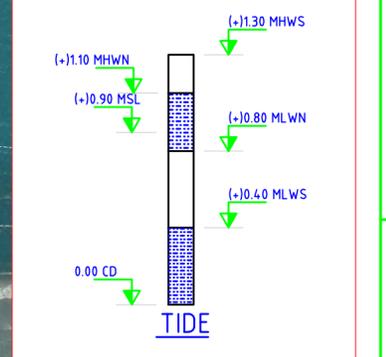
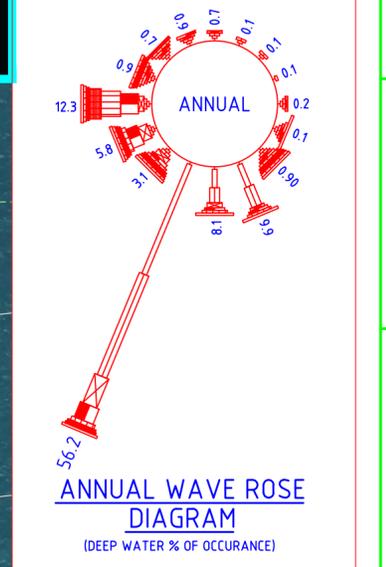
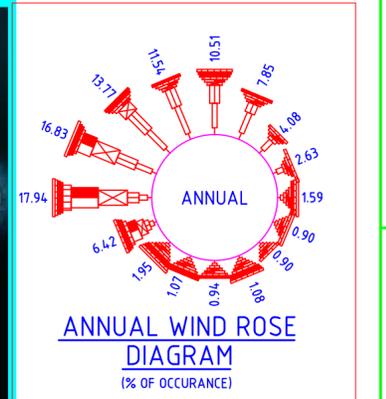
**Sector 33 - Ports, Harbours, Breakwaters and Dredging – Category A**

1. M/s. ABC Techno Labs India Private Limited,  
No. 2, 2nd Street, Thangam Colony, Anna Nagar West, Chennai – 600040.
2. M/s. Aditya Environmental Services Pvt. Ltd.  
107, Hiren Light Industrial Estate, Mogul Lane, Mahim, Mumbai – 400016.
3. M/s. AECOM India Pvt. Ltd.  
9/F, Infinity Tower – 'C', DLF Cyber City, DLF Phase – II, Gurgaon – 122002.
4. M/s. Anacon Laboratories Pvt. Ltd.,  
60, Bajiprabhu Nagar, Nagpur – 440033.
5. M/s. Anand Environmental Consultants (P) Ltd.,  
16, Everest Tower, B/h Jain Temple, Nr. Ankur Society, Ahmedabad – 380013.
6. M/s. Aqua Air Environmental Engineers Pvt. Ltd,  
403 Centre Point Nr. Kadiwala School, Ring Road, Surat.
7. M/s. B. S. Envi-Tech Pvt. Ltd.,  
12-13-1270/71/73, 'Amity Ville', 4th Floor, St. Ann's Road, Tarnaka,  
Secunderabad – 500017.
8. M/s. Building Environment (India) Pvt. Ltd.  
Office no. 401, 4th Floor, Dakshana Building, Near Raigad Bhavan,  
Sector 15, CBD Belapur, Navi Mumbai 400 614.
9. M/s. Centre for Envotech and Management Consultancy Private Limited,  
Plot No-N5/305, IRC Village, Nayapalli, Bhubaneswar – 751015.
10. M/s. Chaitanya Projects Consultancy Private Limited, Noida  
101, 1st Floor, Tower No. 3, Okaya Centre, Sector 62, Noida.
11. M/s. Cholamandalam MS Risk Services,  
GEE GEE Universal, 6th Floor No:2 MC Nicholas Road,  
Chetpet, Chennai – 600031, Tamil Nadu, India.
12. M/s. CSIR- Central Salt and Marine Chemicals Research Institute (CSMCRI),  
Bhavnagar, Gijubhai Badheka Marg, Bhavnagar364002,Gujarat (INDIA)
13. M/s. CSIR- National Environmental Engineering Research Institute,  
Nehru Marg, Nagpur – 440020.
14. M/s. Eco Chem Sales & Services,  
Office Floor, Ashoka Pavillion-A,  
Opp. Kapadia Health Club, New Civil Road, Surat – 395001.
15. M/s. Eco Foot Forward Environmental Consultancy & Engineers Pvt. Ltd.,  
D/318, Neelkanth Business Park, Ramdev Nagar,  
Vidyavihar (W), Mumbai – 400086.
16. M/s. Ecomen Laboratories Pvt. Ltd.,  
Second Floor Hall, House no. B -1/8, Sector –H, Aliganj, Lucknow – 226024.
17. M/s. Engineers India Limited,  
Research & Development Complex, Sector – 16, Gurgaon – 122001.
18. M/s. Enkay Enviro Services Pvt. Ltd. (formerly known as Enkay Enviro Services),  
92 Heera Nagar A, Near Shalimar Bagh, Ajmer Road, Jaipur -302021.
19. M/s. Enviro Analysts & Engineers Pvt. Ltd.  
B-1003, Enviro House Western Edge II, Behind Metro Mall,  
Western Express Highway, Borivali (E), Mumbai – 400066.

20. M/s. Enviro Care India Private Limited,  
43, 2nd street, First floor Harvey Nagar, Madurai 625016.
21. M/s. Enviro Infra Solutions Pvt. Ltd.,  
301-302 & 305 – SRBC Complex, Plot No. INS-12, Sector – 9,  
Vasundhra, Ghaziabad – 201012.
22. M/s. Environment Protection & Training Research Institute,  
Sy. No. 91/4, Gachibowli, Hyderabad – 500032.
23. M/s. Envision Enviro Technologies Pvt. Ltd.,  
En-vision Tech House, 4th Floor, Opp. Bharthana Primary School,  
New City Light Road, Bharthana, Surat - 395007
24. M/s. Envirotech East Pvt. Ltd.,  
Bengal Ambuja Coml. Complex, UN-F-13, 1050/1,  
Survey Park, Kolkata -700075.
25. M/s. EQMS Global Pvt. Ltd. formerly known as EQMS India Pvt. Ltd.,  
304-305, III Floor, Rishabh Towers, Plot No. 16,  
Community Centre, Karkardooma, Delhi – 110092.
26. M/s. Falcon Resilient Infra Consultants,  
501A, Sudheer Tapani Towers, Old MLA Quarters Road,  
Opp. Telugu Academy, Himayatnagar, Hyderabad, Telangana-500029.
27. M/s. Gaurang Environmental Solutions Pvt. Ltd.,  
SNG Shree Ratna Apartments Near Tambi Petrol Pump,  
Bani Park, Jaipur, Rajasthan 302016.
28. M/s. Goldfinch Engineering Systems Private Limited (Formerly known as - Waste Encare  
(India) Pvt. Ltd.),  
Plot no. A- 288, Road No. 16-Z, Thane Industrial Area,  
MIDC (Wagle Estate), Thane (West)- 400604.
29. M/s. Grass Roots Research and Creation India (P) Ltd.,  
F- 375, Sec – 63, Noida – 201301.
30. M/s. Hubert Enviro Care Systems,  
No. 18, 92nd Street, 18th Avenue, Ashok Nagar, Chennai – 600083.
31. M/s. Indomer Coastal Hydraulics (P) Ltd.,  
63, Gandhi Road Alwar Thirunagar, Chennai 600 087.
32. M/s. Intercontinental Consultants & Technocrats Pvt. Ltd.,  
A- 8, Green Park, New Delhi.
33. M/s. J. M. Environet Pvt. Ltd.,  
Emaar Digital Greens, Tower B, Unit No 1517,  
Golf Course Ext. Road, Sector 61, Gurugram.
34. M/s. Kadam Environmental Consultants,  
871/B/3, GIDC Makarpura, Vadodara - 390010,Gujarat.
35. M/s. KITCO Ltd.,  
Femith's PB No. 4407,Puthiya Road,  
NH Bypass, Vennala, Kochi- 682028.
36. M/s. Louis Berger Consulting Pvt. Ltd.,  
Plot No. 3, 5th Floor, Tower B, Surinder Jakhar Bhavan (IFFCO),  
Sector 32, Gurgaon – 122001.
37. M/s. M. N. Dastur and Company (Pvt.) Ltd.,  
P – 17, Mission Row Extension, Kolkata – 700013.
38. M/s. Mahabal Enviro Engineers Pvt. Ltd.,  
Plot No. F-7, Road No. 21, Wagle Estate Thane-400604, Maharashtra.

39. M/s. Mantec Consultants Pvt. Ltd.,  
D- 36, Sector – 6, Noida – 201301.
40. M/s. Mecon Limited,  
Vivekananda Path, Doranda, P.O. Ranchi-834002.
41. M/s. MITCON Consultancy and Engineering Services Ltd.,  
Agriculture College Campus, Next to DIC Office,  
Shivajinagar, Pune – 411005.
42. M/s. National Centre for Sustainable Coastal Management (NCSCM),  
NCSCM, Ministry of Environment, Forest and Climate Change,  
Anna University Campus, Chennai.
43. M/s. Pragathi Labs & Consultants Pvt. Ltd.,  
Plot no. B-15, 16, Sanathnagar Industrial Estate,  
Opposite to Dena Bank, Sanathnagar, Hyderabad – 500 018.
44. M/s. PRAKRUTI ENVIRONMENTAL ENGINEERS,  
"PRAKRUTI", 3rd & 4th Floor, Next to Sarsawani Distributory Canal,  
On Bill Road, Village Bill, Gujarat, Vadodara-391410.
45. M/s. Precitech Laboratories Private Limited (formerly known as Precitech Laboratories),  
1st Floor Bhanujyot Complex, Plot No. C5/27, Opp Oriental Ins. Co. Ltd.,  
Nr. GIDC Char Rasta Vapi – 396195.
46. M/s. Right Source Industrial Solutions Pvt. Ltd.,  
Plot No.203, H.No.5-36/203, Prashanthi Nagar,  
Kukatpally, Hyderabad- 500072.
47. M/s. Sadekar Enviro Engineers Pvt. Ltd.,  
Plot no. A-95, Rd. no. 16, Kisan Nagar Rd, Wagle Industrial Estate, Near MSEB office  
Thane, Maharashtra state-40060.
48. M/s. SV Enviro Labs & Consultants,  
B1-Block –B, IDA Auto Nagar, Visakhapatnam- 530012.
49. M/s. TATA Consulting Engineers Limited,  
Unit No. NB 1502 & SB 1501 15th Floor, Empire Tower,  
Opp. Reliable Tech Park Cloud City Campus, Airoli, Navi Mumbai- 400708.
50. M/s. Terracon Ecotech Pvt. Ltd.,  
202, Kingston, Tejpal Road, Vile Parle (E), Mumbai 400057, India.
51. M/s. ULTRA-TECH,  
206, 224-225, Jai Commercial Complex, Eastern Express Highway,  
Opp. Cadbury,Khopat, Thane West - 400 601.
52. M/s. Voyants Solutions Private Limited,  
403, 4th Floor, Park Centra Sector -30, NH-8 Gurgaon-122001.
53. M/s. WAPCOS Limited,  
76 – C, Institutional Area, Sector – 18, Gurgaon – 122015.

.....



| SL.NO | DESCRIPTION                 | AREA m <sup>2</sup> |
|-------|-----------------------------|---------------------|
| 1     | SLIPWAY & REPAIR FACILITIES | 450                 |
| 2     | REPAIR SHOP                 | 150                 |
| 3     | ICE PLANT                   | 150                 |
| 4     | FUEL STATION                | 150                 |
| 5     | NAVAL SHOP COMPLEX          | 600                 |
| 6     | PASSENGER WAITING HALL      | 1480                |
| 7     | WAREHOUSE                   | 2910                |
| 8     | OPEN STORAGE                | 1000                |
| 9     | CUSTOM BUILDING             | 100                 |
| 10    | SECURITY BUILDING           | 50                  |

| LEGEND |                                                                                              |
|--------|----------------------------------------------------------------------------------------------|
|        | CHMB CHANNEL MARKER BOUY - STAR BOARD SIDE CONICAL BOUY PAINTED GREEN. PORT SIDE PAINTED RED |
|        | BWL BREAKWATER LIGHT                                                                         |
|        | BCL BERTH CORNER LIGHT                                                                       |

**NOTES:**  
 1. ALL DIMENSIONS ARE IN METRES.  
 2. ALL LEVELS ARE IN METRES AND ARE WITH RESPECT TO CHART DATUM (CD).  
 3. ALL COORDINATES ARE GIVEN IN METRES REFERRED TO UNIVERSAL TRANSVERSE MERCATOR (UTM) PROJECTION, SPHEROID (WGS 1984), ZONE 43.

| REV. | DDMMYY DATE | STATUS | DESCRIPTION      | DES. | DRN. | INIT. CHECKED | SIGN. APPROVED |
|------|-------------|--------|------------------|------|------|---------------|----------------|
| G    | 01 12 23    | 4      | FIRST SUBMISSION | ASA  | AST  | ASA           | PRJ            |

**CLIENT:** COCHIN PORT AUTHORITY

**PROJECT:** PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES, LAKSHADWEEP

**TITLE:** ANDROTH DEVELOPMENT PLAN

**REPORT NO:** RP006

**PROJECT NO:** C1221104

**COP:** -

**SCALE:** 1:4000

**DRAWING NO:** FD0801

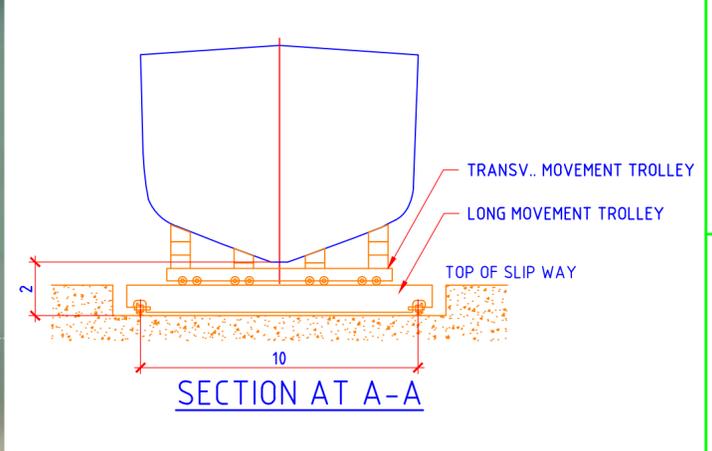
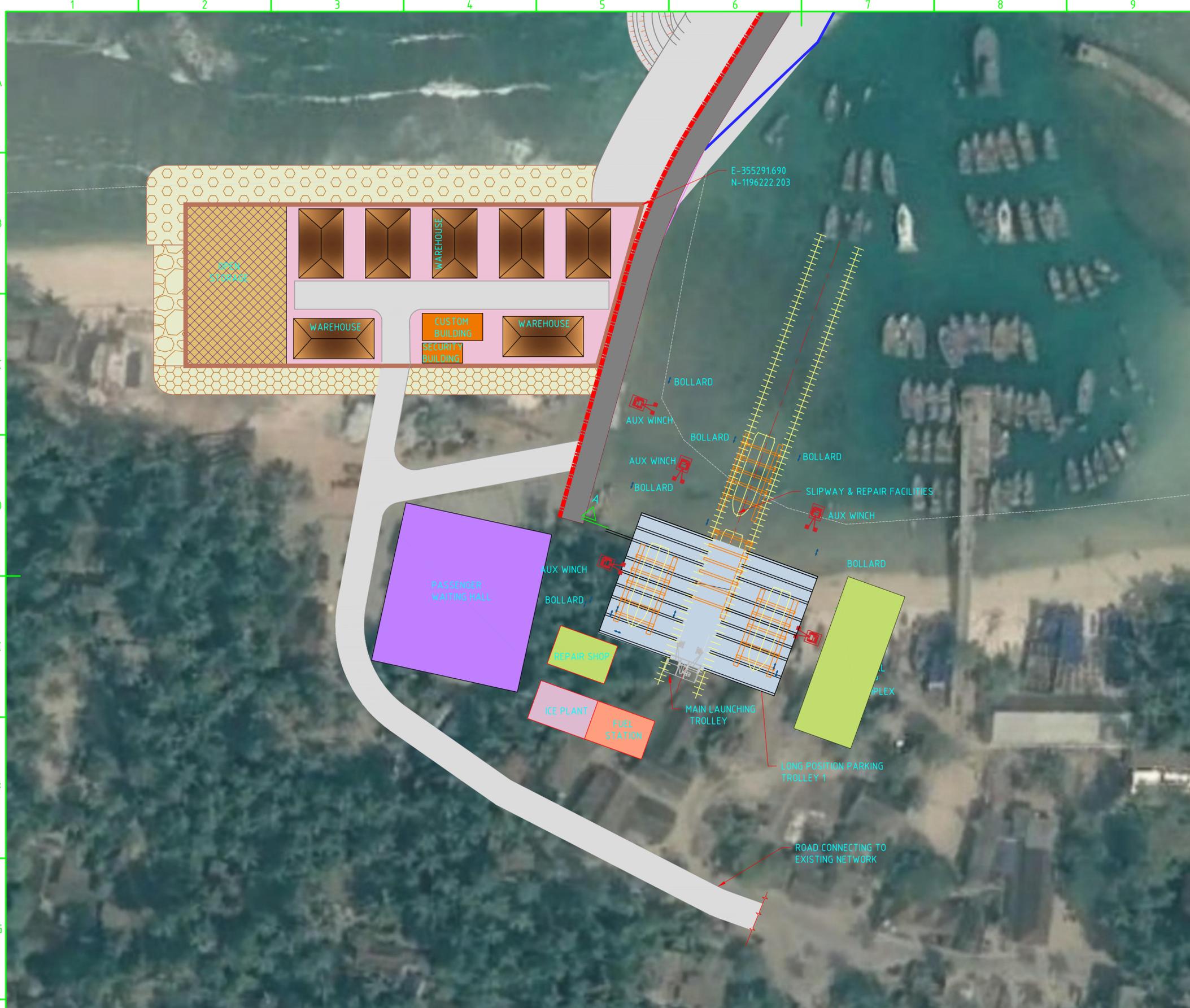
**REV:** G

**L&T Infra Engineering**

AUTO PATH: L:\PORTS\2022\1221104 - RP - DWG OF JETTIES-LDWP\WORKING DRAWINGS\DRP\_RP006 - RP - ANDROTH - DEVELOPMENT PLAN.DWG

LEFT CORNER OF THE DRAWING

plot scale



AUTO PATH: L:\PORTS\2022\12\21\104 - RP - DWP OF JETTIES - LDWP\WORKING DRAWINGS\DRP\_RP006\_RIG\_ANDROTH\_FINAL\DRP006-AS-ANDROTH-LANDSIDE-FACILITIES.DWG

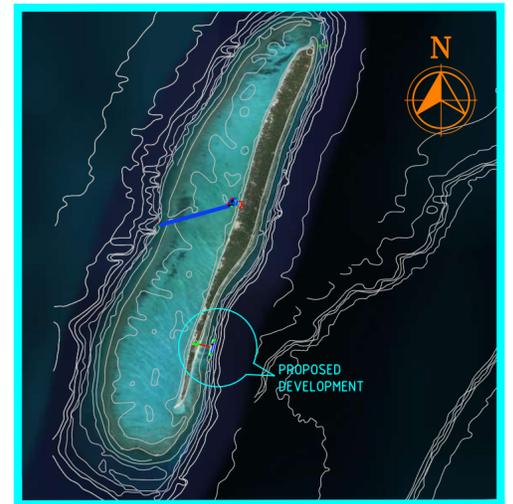
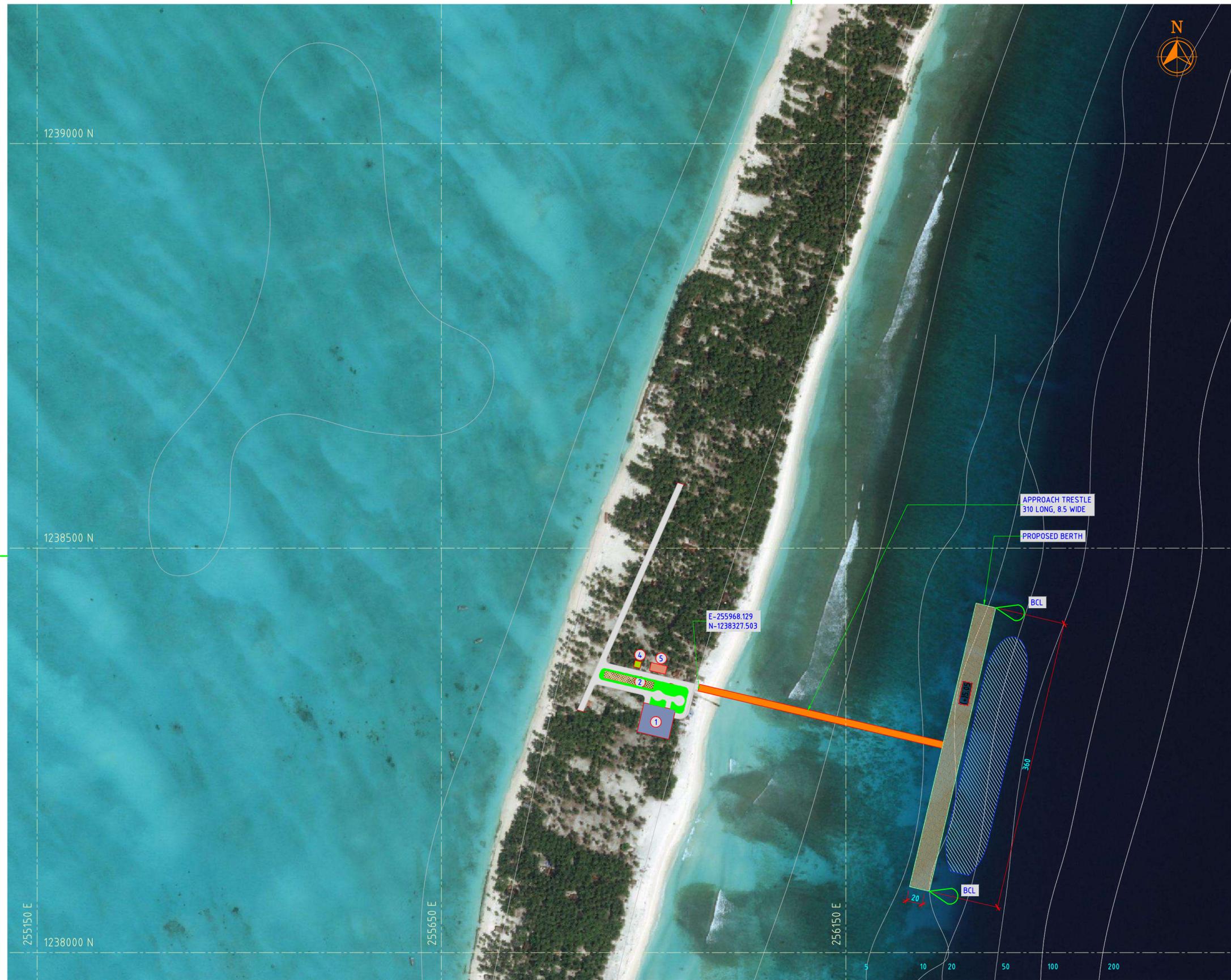
**NOTES:**  
 1. ALL DIMENSIONS ARE IN METRES.  
 2. ALL LEVELS ARE IN METRES AND ARE WITH RESPECT TO CHART DATUM (CD).  
 ALL COORDINATES ARE GIVEN IN METRES REFERRED TO UNIVERSAL TRANSVERSE MERCATOR (UTM) PROJECTION, SPHEROID (WGS 1984), ZONE 43.

| DRAWING NO.                                                                        | TITLE | REV. | DDMMYY DATE | STATUS | DESCRIPTION      | DES. | DRN. | INT. CHECKED | SIGN. APPROVED |
|------------------------------------------------------------------------------------|-------|------|-------------|--------|------------------|------|------|--------------|----------------|
|                                                                                    |       | G    | 01 12 23    | 4      | FIRST SUBMISSION | ASA  | AST  | ASA          | PRJ            |
| <b>REVISIONS</b>                                                                   |       |      |             |        |                  |      |      |              |                |
| STATUS CODES 1: PRELIMINARY 2: FOR APPROVAL 3: GOOD FOR CONSTRUCTION 4: FOR REPORT |       |      |             |        |                  |      |      |              |                |
| <b>REFERENCE DRAWINGS</b>                                                          |       |      |             |        |                  |      |      |              |                |

|                                                                        |  |                      |
|------------------------------------------------------------------------|--|----------------------|
| CLIENT: COCHIN PORT AUTHORITY                                          |  | PROJECT NO: C1221104 |
| PROJECT: PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES, LAKSHADWEEP |  | COP: -               |
| TITLE: ANDROTH LAND SIDE FACILITIES                                    |  | SCALE: 1:4000        |
| L&T Infra Engineering          L&T Infrastructure Engineering Ltd.     |  | DRAWING NO: FD0802   |
|                                                                        |  | REV: G               |

REPORT NO: RP006

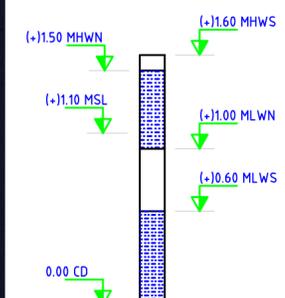
plot scale: 50m



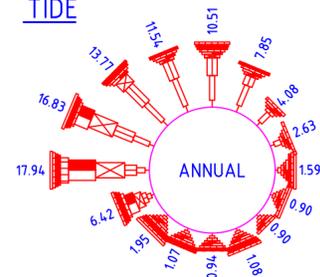
**KEY PLAN**  
SCALE: 1:120000

**LEGEND**

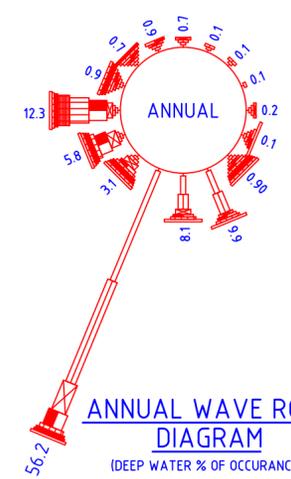
|       | BCL                    | BERTH CORNER LIGHT  |
|-------|------------------------|---------------------|
| SL.NO | DESCRIPTION            | AREA m <sup>2</sup> |
| 1     | PASSENGER WAITING HALL | 1480                |
| 2     | PARKING AREA           | 339                 |
| 3     | GREEN BELT             | 1017                |
| 4     | SECURITY CABIN         | 80                  |
| 5     | WAREHOUSE              | 250                 |



**TIDE**



**ANNUAL WIND ROSE DIAGRAM**  
(% OF OCCURRENCE)



**ANNUAL WAVE ROSE DIAGRAM**  
(DEEP WATER % OF OCCURRENCE)

REPORT NO:  
**RP016**

**NOTES:**  
1. ALL DIMENSIONS ARE IN METRES.  
2. ALL LEVELS ARE IN METRES AND ARE WITH RESPECT TO CHART DATUM (CD).  
ALL COORDINATES ARE GIVEN IN METRES REFERRED TO UNIVERSAL TRANSVERSE MERCATOR (UTM) PROJECTION, SPHEROID (WGS 1984), ZONE 43.

| DRAWING NO.                                                                        | TITLE | REV. | DDMMYY DATE | STATUS | DESCRIPTION      | DES. | DRN. | INIT. CHECKED | SIGN. APPROVED |
|------------------------------------------------------------------------------------|-------|------|-------------|--------|------------------|------|------|---------------|----------------|
|                                                                                    |       | C    | 11 12 23    | 4      | FIRST SUBMISSION | ASA  | AST  | ASA           | PRJ            |
| <b>REVISIONS</b>                                                                   |       |      |             |        |                  |      |      |               |                |
| STATUS CODES 1: PRELIMINARY 2: FOR APPROVAL 3: GOOD FOR CONSTRUCTION 4: FOR REPORT |       |      |             |        |                  |      |      |               |                |

CLIENT: **COCHIN PORT AUTHORITY**

PROJECT: **PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES, LAKSHADWEEP**

TITLE: **KADMAT: EASTERN JETTY DEVELOPMENT PLAN**

PROJECT NO: **C1221104**

COP: **-**

SCALE: **1:9000**

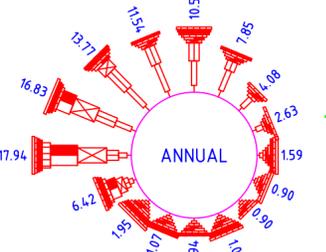
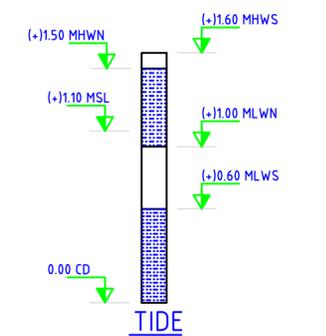
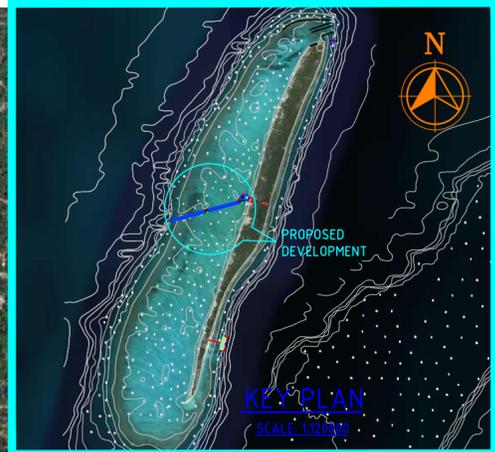
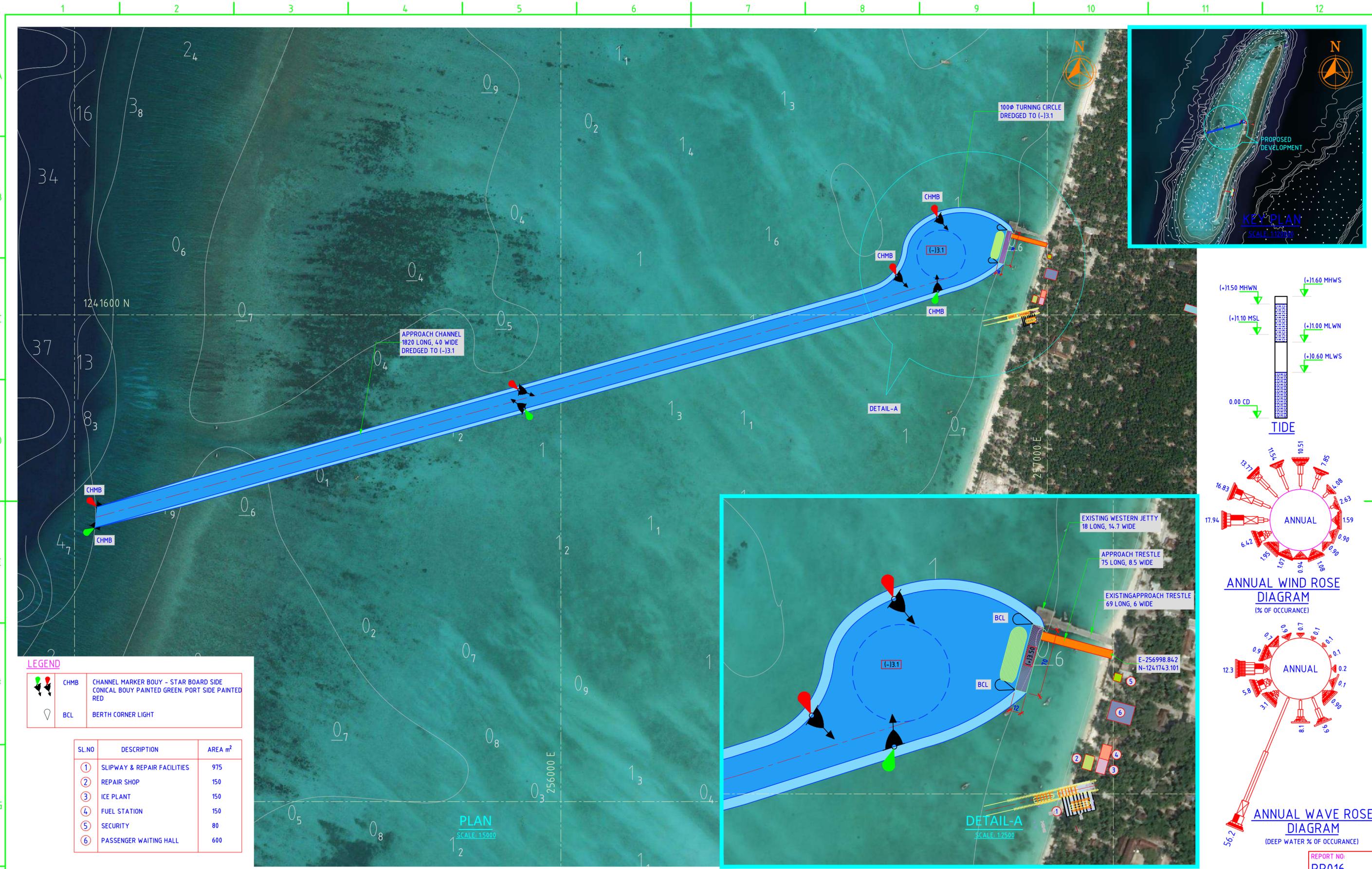
DRAWING NO: **FD0801**

REV: **C**

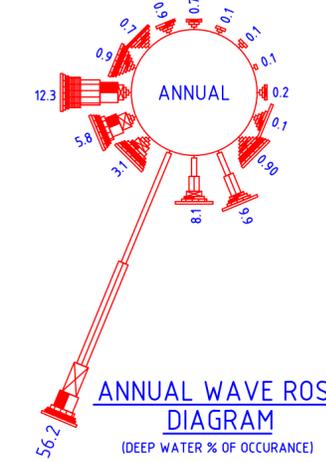
**L&T Infra Engineering** & **L&T Infrastructure Engineering Ltd.**



AUTO PATH: L:\PORTS\2022\1221104 - RP - DWP OF JETTIES - L&T Infra Engineering\DRAWINGS\DRP\_RP016\_RC\_KADMAT\_FINAL\DDDDI-RC-AST-KADMAT-EASTERN JETTY-DEVELOPMENT PLANDWG



ANNUAL WIND ROSE DIAGRAM (% OF OCCURRENCE)



ANNUAL WAVE ROSE DIAGRAM (DEEP WATER % OF OCCURRENCE)

**LEGEND**

|  |      |                                                                                         |
|--|------|-----------------------------------------------------------------------------------------|
|  | CHMB | CHANNEL MARKER BOUY - STAR BOARD SIDE CONICAL BOUY PAINTED GREEN, PORT SIDE PAINTED RED |
|  | BCL  | BERTH CORNER LIGHT                                                                      |

| SL.NO | DESCRIPTION                 | AREA m <sup>2</sup> |
|-------|-----------------------------|---------------------|
| 1     | SLIPWAY & REPAIR FACILITIES | 975                 |
| 2     | REPAIR SHOP                 | 150                 |
| 3     | ICE PLANT                   | 150                 |
| 4     | FUEL STATION                | 150                 |
| 5     | SECURITY                    | 80                  |
| 6     | PASSENGER WAITING HALL      | 600                 |

**NOTES:**  
 1. ALL DIMENSIONS ARE IN METRES.  
 2. ALL LEVELS ARE IN METRES AND ARE WITH RESPECT TO CHART DATUM (CD).  
 ALL COORDINATES ARE GIVEN IN METRES REFERRED TO UNIVERSAL TRANSVERSE MERCATOR (UTM) PROJECTION, SPHEROID (WGS 1984), ZONE 43.

| DRAWING NO. | TITLE | REV. | DDMMYY DATE | STATUS | DESCRIPTION      | DES. | DRN. | INIT. CHECKED | SIGN. APPROVED |
|-------------|-------|------|-------------|--------|------------------|------|------|---------------|----------------|
|             |       | C    | 11 12 23    | 4      | FIRST SUBMISSION | ASA  | AST  | ASA           | PRJ            |

**REVISIONS**

STATUS CODES 1- PRELIMINARY 2- FOR APPROVAL 3- GOOD FOR CONSTRUCTION 4- FOR REPORT

**CLIENT:** COCHIN PORT AUTHORITY

**PROJECT:** PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES, LAKSHADWEEP

**TITLE:** KADMAT: WESTERN JETTY DEVELOPMENT PLAN (Sheet 1 of 2)

**PROJECT NO.:** C1221104

**COP.:** -

**SCALE:** AS SHOWN

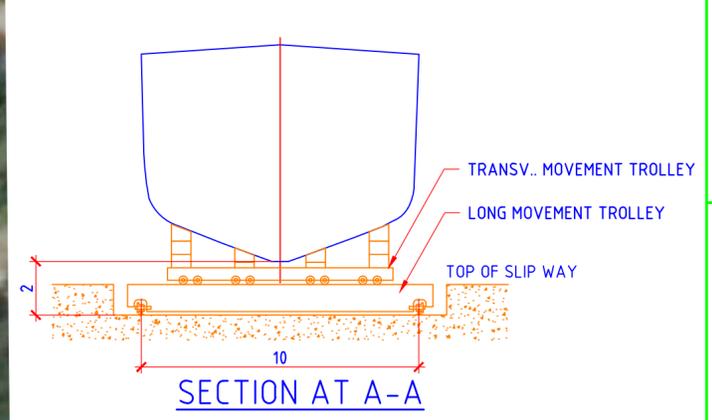
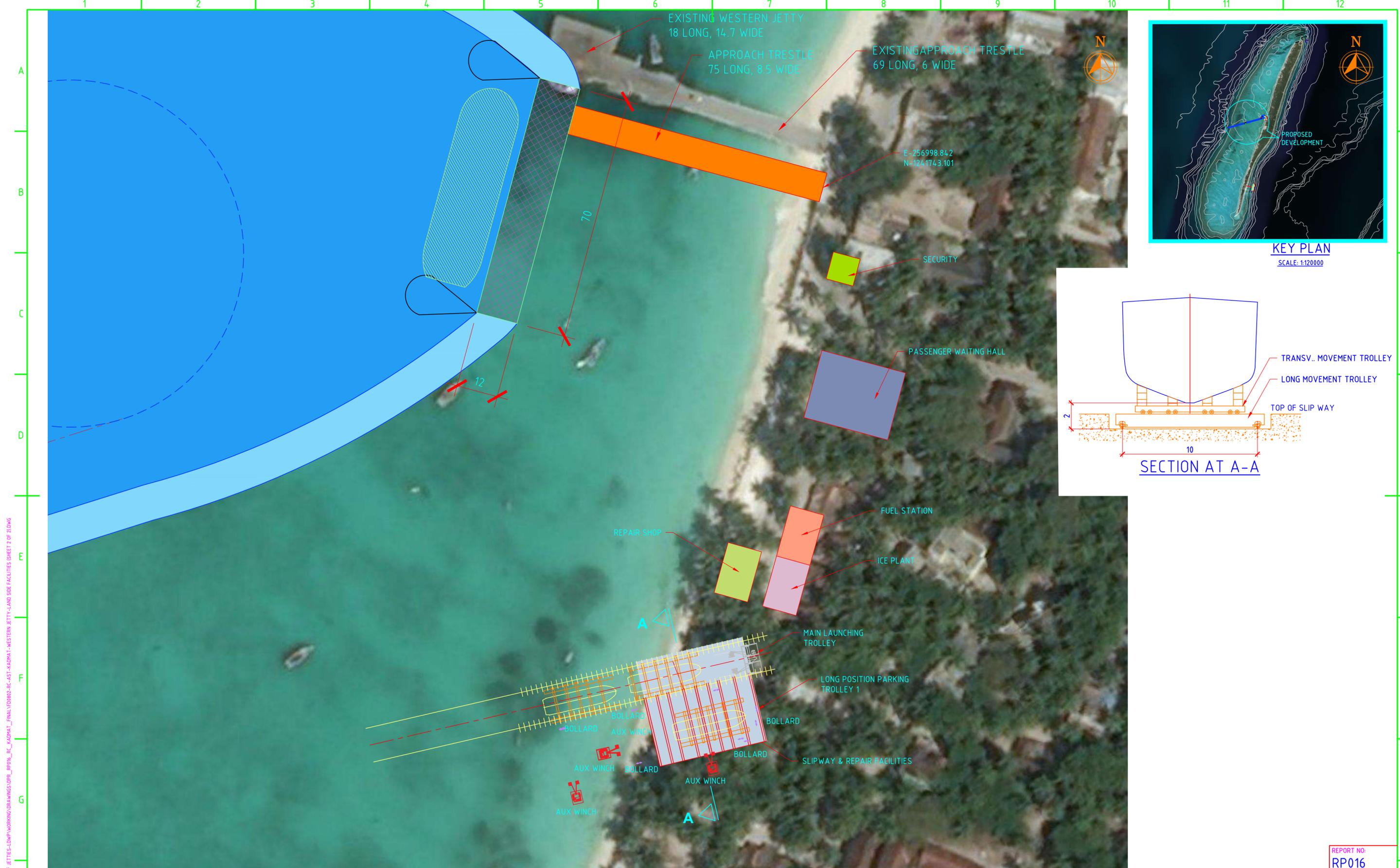
**DRAWING NO.:** FD0802

**REV.:** C

**L&T Infra Engineering**

AUTO PATH: L:\PORTS\1221104 - RP - DPL OF JETTIES-LDP\WORKING DRAWINGS\DRP\_RP016\_RC\_KADMAT\_FINAL\DRP02-RC-AST-KADMAT-WESTERN JETTY-DEVELOPMENT PLAN (SHEET 1 OF 2).DWG

PLANNING, DESIGN, ENGINEERING, CONSTRUCTION, MAINTENANCE AND OPERATIONS OF PORTS AND WATERWAYS. L&T INFRA ENGINEERING LTD. (A COMPANY INCORPORATED IN INDIA) IS THE SOLE PROPRIETOR OF THE PROJECT. THE PROJECT IS THE PROPERTY OF L&T INFRA ENGINEERING LTD. AND WILL BE PROVIDED TO THE CLIENT ONLY FOR THE PROJECT. THE PROJECT WILL BE PROVIDED TO THE CLIENT ONLY FOR THE PROJECT. THE PROJECT WILL BE PROVIDED TO THE CLIENT ONLY FOR THE PROJECT.



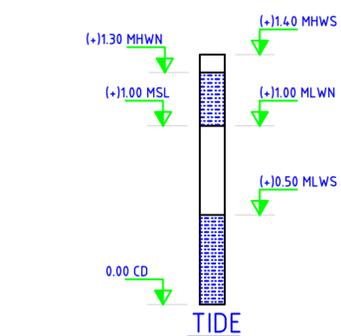
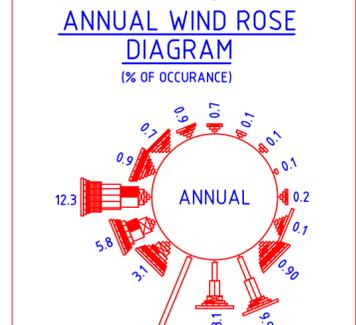
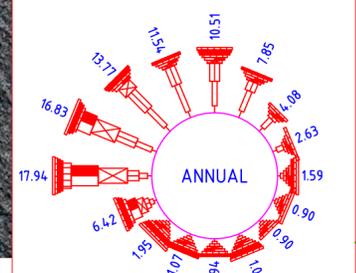
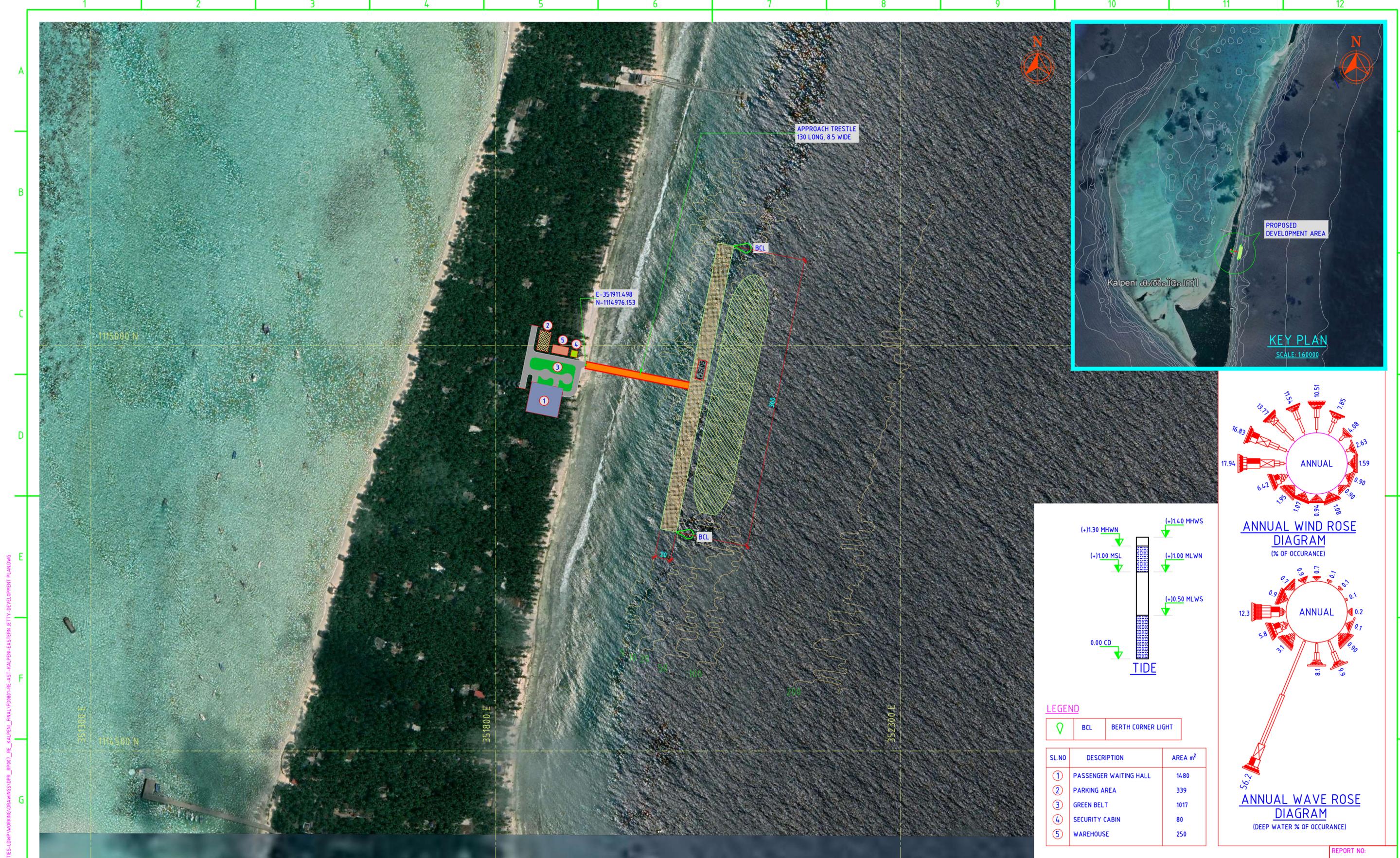
**NOTES**  
 1. ALL DIMENSIONS ARE IN METRES.  
 2. ALL LEVELS ARE IN METRES AND ARE WITH RESPECT TO CHART DATUM (CD).  
 ALL COORDINATES ARE GIVEN IN METRES REFERRED TO UNIVERSAL TRANSVERSE MERCATOR (UTM) PROJECTION, SPHEROID (WGS 1984), ZONE 43.

| DRAWING NO.                                                                            | TITLE | REV. | DDMMYY DATE | STATUS | DESCRIPTION      | DES. | DRN. | INIT. CHECKED | SIGN. APPROVED |
|----------------------------------------------------------------------------------------|-------|------|-------------|--------|------------------|------|------|---------------|----------------|
|                                                                                        |       | C    | 11 12 23    | 4      | FIRST SUBMISSION | ASA  | AST  | ASA           | PRJ            |
| <b>REVISIONS</b>                                                                       |       |      |             |        |                  |      |      |               |                |
| STATUS CODES 1 - PRELIMINARY 2 - FOR APPROVAL 3 - GOOD FOR CONSTRUCTION 4 - FOR REPORT |       |      |             |        |                  |      |      |               |                |

|                                                                        |                      |                    |
|------------------------------------------------------------------------|----------------------|--------------------|
| CLIENT: COCHIN PORT AUTHORITY                                          |                      | REPORT NO: RP016   |
| PROJECT: PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES, LAKSHADWEEP | PROJECT NO: C1221104 |                    |
| TITLE: KADMAT: WESTERN JETTY LAND SIDE FACILITIES                      | COP: -               |                    |
| (Sheet 2 of 2)                                                         |                      | SCALE: AS SHOWN    |
| L&T Infra Engineering        L&T Infrastructure Engineering Ltd.       |                      | DRAWING NO: FD0802 |
|                                                                        |                      | REV: C             |

AUTO PATH: L:\PORTS\1022\1221104 - RP - DWG OF JETTIES - LDWP\WORKING DRAWINGS\DRW - RP016 - RC - KADMAT - WESTERN JETTY - LAND SIDE FACILITIES (SHEET 2 OF 2).DWG

plot scale 50m



**LEGEND**

BCL BERTH CORNER LIGHT

| SL.NO | DESCRIPTION            | AREA m <sup>2</sup> |
|-------|------------------------|---------------------|
| 1     | PASSENGER WAITING HALL | 1480                |
| 2     | PARKING AREA           | 339                 |
| 3     | GREEN BELT             | 1017                |
| 4     | SECURITY CABIN         | 80                  |
| 5     | WAREHOUSE              | 250                 |

REPORT NO:  
RP007

**NOTES:**  
 1. ALL DIMENSIONS ARE IN METRES.  
 2. ALL LEVELS ARE IN METRES AND ARE WITH RESPECT TO CHART DATUM (CD).  
 ALL COORDINATES ARE GIVEN IN METRES REFERRED TO UNIVERSAL TRANSVERSE MERCATOR (UTM) PROJECTION, SPHEROID (WGS 1984), ZONE 43.

| REV. | DDMMYY DATE | STATUS | DESCRIPTION      | DES. | DRN. | INIT. CHECKED | SIGN. APPROVED | INIT. | SIGN. |
|------|-------------|--------|------------------|------|------|---------------|----------------|-------|-------|
| E    | 12 12 23    | 4      | FIRST SUBMISSION | ASA  | AST  | ASA           | PRJ            |       |       |

**REVISIONS**

STATUS CODES 1- PRELIMINARY 2- FOR APPROVAL 3- GOOD FOR CONSTRUCTION 4- FOR REPORT

| DRAWING NO. | TITLE              |
|-------------|--------------------|
|             | REFERENCE DRAWINGS |

CLIENT: COCHIN PORT AUTHORITY

PROJECT: PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES, LAKSHADWEEP

TITLE: KALPENI: EASTERN JETTY DEVELOPMENT PLAN

PROJECT NO: C1221104

COP: -

SCALE: 1:3000

DRAWING NO: FD0801

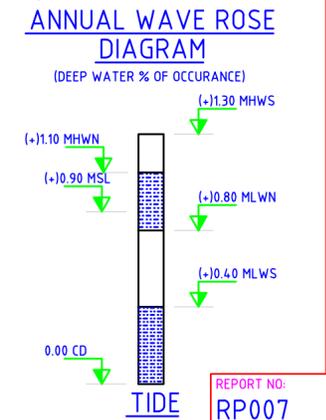
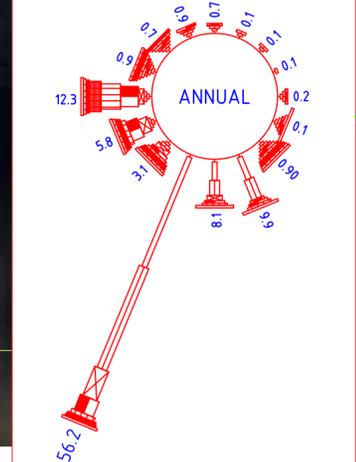
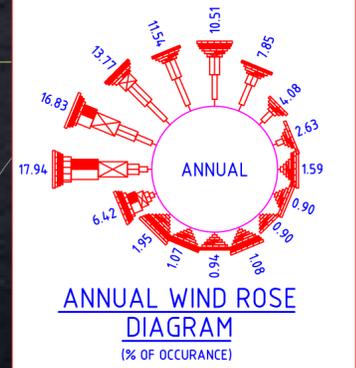
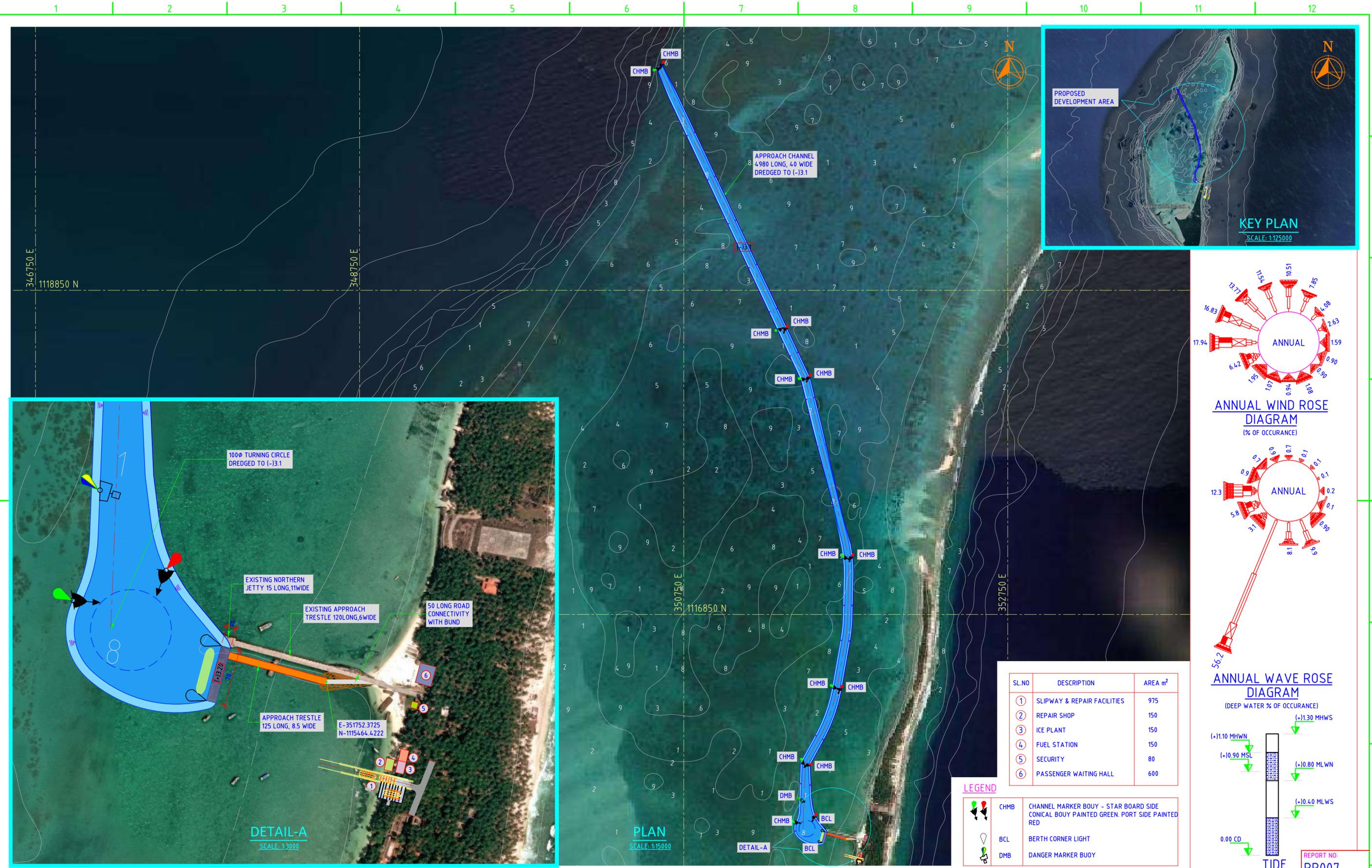
REV: E

L&T Infra Engineering L&T Infrastructure Engineering Ltd.

AUTO PATH: L:\PORTS\2022\C1221104 - RP - DWP OF JETTIES - DWP WORKING DRAWINGS\DRP\_RP007 - RP - KALPENI\_FINAL\VD0801-RE-AST-KALPENI-EASTERN JETTY-DEVELOPMENT PLANDWG

PLOT: REFER BOTTOM CORNER OF THE DRAWING

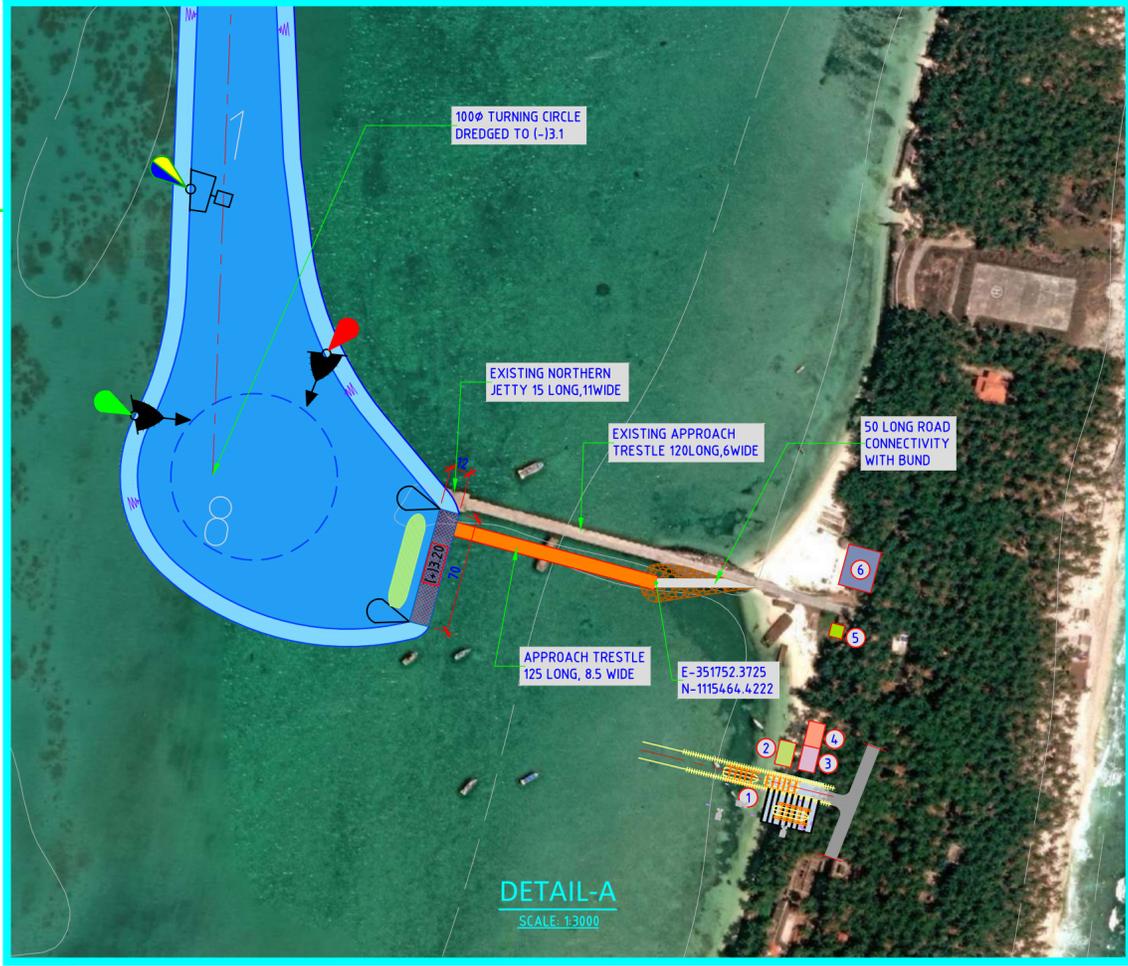




| SL.NO | DESCRIPTION                 | AREA m <sup>2</sup> |
|-------|-----------------------------|---------------------|
| 1     | SLIPWAY & REPAIR FACILITIES | 975                 |
| 2     | REPAIR SHOP                 | 150                 |
| 3     | ICE PLANT                   | 150                 |
| 4     | FUEL STATION                | 150                 |
| 5     | SECURITY                    | 80                  |
| 6     | PASSENGER WAITING HALL      | 600                 |

**LEGEND**

- CHMB: CHANNEL MARKER BUOY - STAR BOARD SIDE CONICAL BUOY PAINTED GREEN, PORT SIDE PAINTED RED
- BCL: BERTH CORNER LIGHT
- DMB: DANGER MARKER BUOY



**NOTES:**  
 1. ALL DIMENSIONS ARE IN METRES.  
 2. ALL LEVELS ARE IN METRES AND ARE WITH RESPECT TO CHART DATUM (CD).  
 ALL COORDINATES ARE GIVEN IN METRES REFERRED TO UNIVERSAL TRANSVERSE MERCATOR (UTM) PROJECTION, SPHEROID (WGS 1984), ZONE 43.

| DRAWING NO. | TITLE | REV. | DDMMYY DATE | STATUS | DESCRIPTION      | DES. | DRN. | INIT. CHECKED | SIGN. APPROVED |
|-------------|-------|------|-------------|--------|------------------|------|------|---------------|----------------|
|             |       | E    | 12 12 23    | 4      | FIRST SUBMISSION | ASA  | AST  | ASA           | PRJ            |

**REVISIONS**

STATUS CODES: 1- PRELIMINARY 2- FOR APPROVAL 3- GOOD FOR CONSTRUCTION 4- FOR REPORT

**CLIENT:** COCHIN PORT AUTHORITY

**PROJECT:** PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES, LAKSHADWEEP

**TITLE:** KALPENI: WESTERN JETTY DEVELOPMENT PLAN (Sheet 1 of 2)

**PROJECT NO.:** C1221104

**COP.:** -

**SCALE:** AS SHOWN

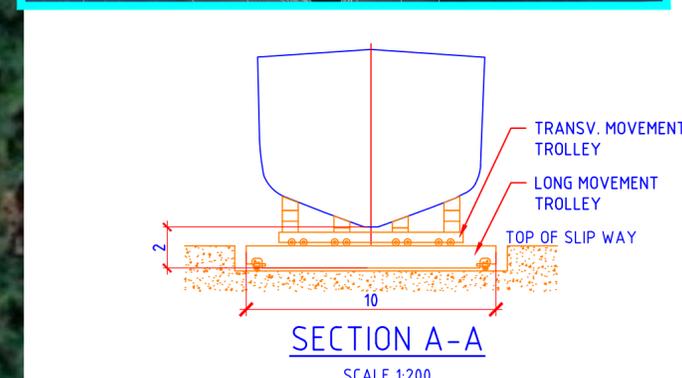
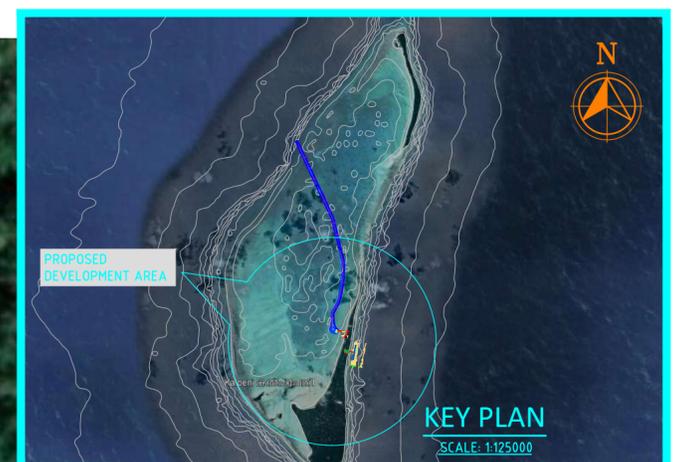
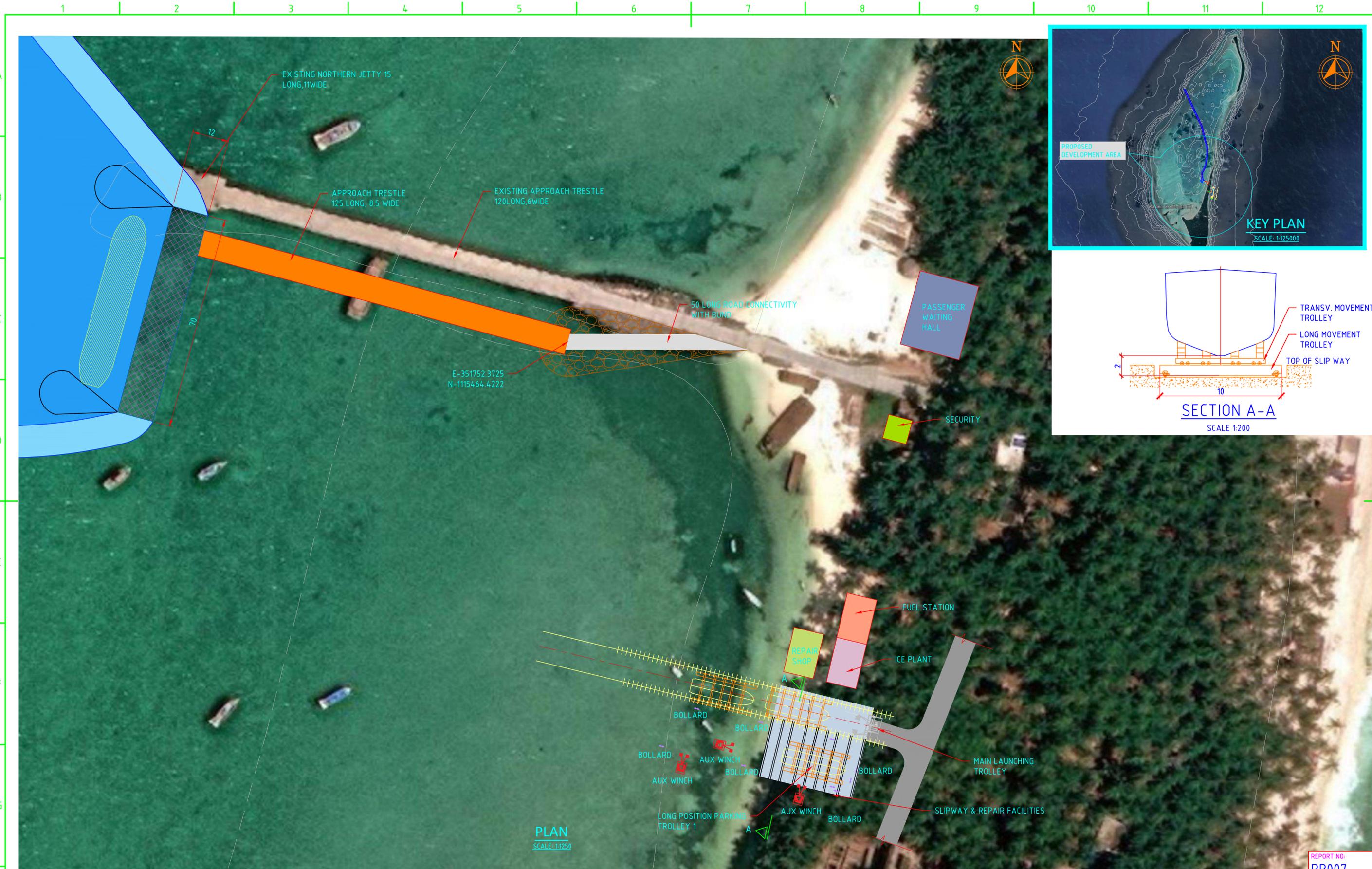
**DRAWING NO.:** FD0802

**REV.:** E

**L&T Infra Engineering**

**L&T Infrastructure Engineering Ltd.**

AUTO PATH: L:\PORTS\1221104 - KP - DUBL OF JETTIES - L&T - WORKING DRAWINGS\DRW - RP007 - BE - KALPENI\_FINAL\0802-RE-AST-KALPENI-WESTERN JETTY-DEVELOPMENT PLAN (SHEET 1 OF 2).DWG



PLAN  
SCALE: 1:1250

**NOTES:**  
 1. ALL DIMENSIONS ARE IN METRES.  
 2. ALL LEVELS ARE IN METRES AND ARE WITH RESPECT TO CHART DATUM (CD).  
 ALL COORDINATES ARE GIVEN IN METRES REFERRED TO UNIVERSAL TRANSVERSE MERCATOR (UTM) PROJECTION, SPHEROID (WGS 1984), ZONE 43.

| DRAWING NO.                                                                        | TITLE | REV. | DDMMYY DATE | STATUS | DESCRIPTION      | DES. | DRN. | INIT. CHECKED | SIGN. APPROVED |
|------------------------------------------------------------------------------------|-------|------|-------------|--------|------------------|------|------|---------------|----------------|
|                                                                                    |       | E    | 12 12 23    | 4      | FIRST SUBMISSION | ASA  | AST  | ASA           | PRJ            |
| <b>REVISIONS</b>                                                                   |       |      |             |        |                  |      |      |               |                |
| STATUS CODES 1: PRELIMINARY 2: FOR APPROVAL 3: GOOD FOR CONSTRUCTION 4: FOR REPORT |       |      |             |        |                  |      |      |               |                |
| <b>REFERENCE DRAWINGS</b>                                                          |       |      |             |        |                  |      |      |               |                |

REPORT NO: RP007

CLIENT: COCHIN PORT AUTHORITY

PROJECT: PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES, LAKSHADWEEP

TITLE: KALPENI: WESTERN JETTY LAND SIDE FACILITIES (Sheet 2 of 2)

PROJECT NO: C1221104

COP: -

SCALE: AS SHOWN

DRAWING NO: FD0802

REV: E

L&T Infra Engineering L&T Infrastructure Engineering Ltd.

PATH: REFER BOTTOM LEFT CORNER OF THE DRAWING

ORIG. SIZE: A2

plot scale 50mm

AUTO PATH: L:\PORTS\2023\12\21\04 - RP - DWP OF JETTIES - DWP WORKING DRAWINGS\DRP - RP007 - BE - KALPENI\_FINAL\VD0802-RE-AAA-KALPENI-WESTERN JETTY-LAND SIDE FACILITIES SHEET 2 OF 2.DWG