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**BID FOR PROVIDING PROJECT MANAGEMENT CONSULTANCY
SERVICES FOR EXECUTION OF THE PROJECT “CONSTRUCTION
OF JETTIES AND LANDSIDE FACILITIES AT KADMATH AND
KALPENI ISLANDS OF LAKSHADWEEP”**

(TECHNICAL BID)

(e-Tendering Mode)

Website: www.tenderwizard.com/COPT

Tender No. T9/T-2060/2025-C

**COCHIN PORT AUTHORITY,
CHIEF ENGINEER’S OFFICE,
COCHIN-682009. Price: Rs.5900/- (5000/- + 18% GST)**

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Section I: Request for Proposal Letter (RFPL)

1. Request for Proposal Letter (RFPL)

The Board of Major Port Authority for Cochin Port, commonly known as Cochin Port Authority, through the Chief Engineer, invites proposals from the reputed firms / Consultants, for entering into a contract for the delivery of Consultancy Services for **“Providing Project Management Consultancy Services for execution of the project “Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep”** ” using the selection method as specified in Tender Information Summary (TIS). This Request for Proposal (RFP) Document, reference number, RFP No.T9/T-2060/2025-C (hereinafter referred to as ‘the RFP Document’), gives further details.

2. The RFP Document

2.1. Consultants must read the complete ‘RFP Document’.

This RFPL, an integral part of the RFP Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. ‘Tender Information Summary’ (TIS) appended to this letter gives a salient summary of the relevant information, including the Type of BPQ/ Contract and Selection Method to evaluate RFP. Any generic reference to RFPL shall also imply a reference to TIS as well. However, Consultants must go through the complete RFP Document for details before submission of their Proposals.

2.2. Availability of the RFP Document

The RFP Document shall be published on the e-Procurement Portal for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. If the Procuring Entity happens to be closed on the deadline for the availability of the RFP Document, the deadline shall not be extended. Any query/ clarification regarding downloading RFP Documents and uploading Proposals on the e-Procurement portal may be addressed to the Help Desk in the e Procurement Portal (please refer to TIS for details).

2.3. Clarifications

Consultants may seek any clarification of the RFP Document before the date and time stipulated in TIS. Any query or request for any clarification or additional information concerning this RFP Document shall be submitted in writing and e-mail to the Officer of the Procuring Entity designated below. The envelopes/communications shall clearly bear the following identification/ title:

"Queries / Requests for Clarification or Additional Information:".

Designated Officer: CHIEF ENGINEER

The Chief Engineer,

Chief Engineer’s Office,

Cochin Port Authority,

W/Island, Cochin- 682009

Kerala (India).

Tel +91 – 0484-2666414

+91-0484-2582400

Email: ce@cochinport.gov.in ;

coptce@gmail.com

This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained.

3. Eligibility and Qualification Criteria for Participation in this RFP

The Consultants must meet the eligibility and qualification criteria prescribed in the RFP document as of the date of his Proposal submission and should continue to meet these criteria till the award of the contract.

4. Purchase Policies of the Government

4.1. Relaxation in Prior Turnover and Experience to Startups

- 1) Deleted
- 2) Deleted

5. Pre-Proposal Conference:

Consultants are requested to attend a Pre-Proposal conference to clarify the RFP's technical requirements and commercial conditions at the time, date, and place mentioned therein.

6. Submission of Proposals:

- 1) Proposals must be uploaded by the submission deadline mentioned in TIS. If the office happens to be closed on that date, this deadline shall not be extended. Further details are given in ITC.
- 2) **Integrity Pact:** All Consultants shall have to sign the Integrity Pact with the Procuring Entity as per 'Form T-10: Integrity Pact'. **Proposals without a signed Integrity Pact shall be rejected.**

7. Proposal Opening

Proposals received shall be opened online on or after the specified date and time in TIS. If the office is closed on the specified date of opening of the Proposals, the opening shall be done on the next working day at the same time.

Note: For further details, please refer to appended TIS and the complete RFP Document.

Sd/-
Chief Engineer
Cochin Port Authority
Email : ce@cochinport.gov.in
: coptce@gmail.com

Appendix to RFPL: Tender Information Summary (TIS)

RFP Document. No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands
of Lakshadweep”

(Ref ITC-Clause 1.4)

Shortlisted Consultants from whom Proposals are exclusively Invited		
Preceding EOI Process		NA
Sr. No.	Consultants	Address
-	-	-

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title/ Name of Assignment	Providing Project Management Consultancy Services for execution of the project “Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep”		
Tender Reference Number	RFP No. T9/T-2060/2025-C	Tender ID	NA
Tender Type	Open tender	Tender Category	Consultancy
No. of Covers	Two Covers	Product Category	Consultancy
Selection Method	QCBS	Appointing Authority for Arbitration	Chairperson Cochin Port Authority
Form of BOQ/ Contract	Time-based (inputs admeasurement)		
Organisation	Cochin Port Authority	The Procuring Entity	Cochin Port Authority
Authority on whose behalf RFP is invited	The Board of Major Port Authority for Cochin Port	Through the	Chief Engineer
Tender Inviting Authority (TIA)	Chief Engineer	Address	Chief Engineer’s Office, Cochin Port Authority, Willingdon Island, Cochin – 682 009. Kerala, India. Ph:- 91-0484-2666414/ 2582400. Email: ce@cochinport.gov.in / coptce@gmail.com
2.0 Critical Dates (ITC - Clauses 6, 7, 8, 9 and 10)			
For the schedule of dates for the Pre-proposal Conference, if any, please refer to Section 7.0 below			
Published Date	11.09.2025	Proposal Validity (Days from the date of	180 days

		Proposal Opening) – ITC-clause 8.3	
Document Download Start Date & Time	11.09.2025 10.00 Hrs	Document Download End Date & Time	08.10.2025 11.30 Hrs
Clarification Start Date & Time	11.09.2025 10.00 Hrs	Clarification End Date & Time	21.09.2025 17.30 Hrs
Proposal Submission Start Date & Time	30.09.2025 10.00 Hrs	Proposal Submission Closing Date & Time	08.10.2025 12.00 Hrs
Proposal Opening (Techno Commercial Proposal) Date & Time	08.10.2025 15.00 Hrs		
Technical Proposal Presentation/ Customers Testimonials	NA	Proposal Opening (Financial Proposal) Date & Time	To be intimated later
3.0 Terms of Reference (ITC - Clause 4)			
Consignee/State:	Union Territory of Lakshadweep	GSTIN Code of Consignee	31AAALC1134F1Z1
Period of Contract	36 months, which will be extended, if required, till completion of Construction Contract works and also a further period of 6 months for closing the contract documents		
Service Details:	The Consultant shall organise, plan, supervise and manage the construction activities as a whole. The Consultant shall undertake all activities related to the technical site supervision, contract management, cost checking/ controls, quality assurance/quality control, monitoring safety related issues, equipment trials, booking of work done measurements, finalization/ certification of bills and overall co-ordination, and providing comprehensive contract administration services to administer the construction contract, issuing site instructions, managing progress with respect to program, valuing progress claims and assessing variations and claims for the extensions of time and cost, liaisoning with connected agencies including UTLA, as required.		
4.0 Obtaining the RFP Document and clarifications (ITC - Clause 6)			
E Procurement and Procuring Entity's Portal and helpdesk	www.tenderwizard.com/COPT	9605557738 [e tendering portal] 0484 – 2666414; 2582400; 2582404	
	Cochin Port website www.cochinport.gov.in or Central Public Procurement (CPP) Portal		
Cost of RFP Document (INR)	Rs.5,900/- (Rs.5,000/- + 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 Form T-12. MSE Consultants who are registered with District Industries Centre (DIC) or National Small Industries Corporation (NSIC) or Udyog Aadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works are eligible for issue of Tender Document free of		

	cost. They are required to submit the documentary proof of such registration along with QR code, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. If the Registration Certificate does not pertain to Similar Works as defined in Form T-11, the Bid will be rejected.		
Office/ Contact Person/ email for clarifications	Chief Engineer's office Chief Engineer ce@cochinport.gov.in / coptce@gmail.com		
5.0 Pre-Proposal Conference (ITC - Clause 7)			
Is a Pre-Proposal Conference proposed to be held?	Yes, in hybrid mode		
Place, time, and date of the Pre-Proposal Conference	Chief Engineer's Office 11 am on 22.09.2025 Meeting link will be shared as Addendum / Corrigendum.		
Place, time, and date before which Written queries for the Pre-Proposal conference must be received	Chief Engineer's Office On or before 21.09.2025 In editable word/doc/docx format only		
Place, time, and date before which registration of participants for the Pre-Proposal conference must be received	Not required		
6.0 Preparation and Submission and Opening of Proposals (ITC - Clauses 8, 9 and 10)			
Proposals to 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 Email : ce@cochinport.gov.in / coptce@gmail.com		
Instructions for Online Proposal Submission	www.tenderwizard.com/COPT		
Language of Submission	English	Bid Validity	180 days from Bid opening date
Proposal Opening Place	Chief Engineer's Office www.tenderwizard.com/COPT		
7.0 Documents relating to Bid Security (ITC - Clause 8.4) and Performance Security (ITC - Clause 13.1.2)			
Bid Security (EMD) Amount in INR:	Rs.17 lakh	Is Bid Securing Declaration permitted in lieu of Bid Security	Yes. But only for MSE Bidders who are registered with District Industries Centre (DIC) or National Small Industries Corporation (NSIC) or Udyog Aadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works.

			They shall be eligible for non payment of Bid Security. They are required to submit the documentary proof of such registration along with QR code, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. If the Registration Certificate does not pertain to Similar Works as defined in Form T-11, the Bid will be rejected.
Performance Security	10% of the Award Price / Contract Price	Bid/ Performance Security to be addressed/ in favour of	FA & CAO, Cochin Port Authority
Form of Bid/ Performance Security	a) Account Payee Demand Draft/ Pay Oder / Banker’s Cheque (only for EMD), drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority, payable at Kochi, from any Nationalized Bank / Scheduled Bank in India, or b) Fixed Deposit Receipt in the name of FA&CAO, CoPA or c) through an irrevocable Bank Guarantee from any of the Commercial Banks or d) Insurance Surety Bond from the Insurance Company duly approved by Insurance Regulatory and Development Authority of India valid for a period of 225 days plus 60 days claim period calculated from the Bid Due Date, enforceable and encashable at Kochi. e) Payment can also be made online on the mode (NEFT / RTGS) as per the Bank details given at Form T-12.		

Section II: Instructions to Consultants (ITC)

1. The RFP Document

1.1. Basic Tender Details

This 'RFP Document' Document (hereinafter referred to as 'the RFP Document') details the terms and conditions for entering a contract for delivery of the Consultancy Services (hereinafter called 'the Services') described in Section VI: "Terms of Reference". The 'Services' may include incidental Goods, Works, and other Services if so indicated. In this RFP Document, any generic reference to 'Services' shall be deemed to include such incidental Goods, Works, and other Services. Proposals are invited from the Consultants who meet the eligibility criteria (hereinafter called 'the Consultants') (please see TIS for reference).

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), details tenets of interpretation (GCC clause 1.1), definitions (GCC-clause 1.2), document conventions (GCC-clause 1.3) and abbreviations (GCC-clause 1.4), which shall also apply to the rest of the RFP Document.

1.3. Overview of Contents

1) Unless otherwise stipulated in AITC, the Sections, Forms and Formats comprising this RFP Document are described in ITC-clauses 1.4, 1.5 and 1.6 below. A separate BOQ file for Financial Proposal on the e-Procurement Portal is also part of this RFP Document. Any generic reference to RFP Document shall also imply a reference to any / all the sections, Forms, Formats and the BOQ file or other files that comprise this RFP Document.

2) Consultants must submit the Proposal in the Forms/ Formats mentioned in ITC clauses 1.5 and 1.6 below (as relevant).

1.4. Sections of the RFP Document

1.4.1 Sections of the RFP Document

Unless otherwise stipulated in AITC, the RFP Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Request for Proposal Letter (RFPL) and its Appendix: Tender Information Summary (TIS)
- 2) Section II: Instructions to Consultants (ITC)
- 3) Section III: Appendix to Instructions to Consultants (AITC)
- 4) Section IV: General Conditions of Contract (GCC)
- 5) Section V: Special Conditions of Contract (SCC)
- 6) Section VI: Terms of Reference
 - a) Section VI-A: List of Key Experts and Required Qualifications
- 7) Section VII: Evaluation/ Scoring Criteria

1.4.2 Section I: Request for Proposal Letter (RFPL) and its Appendix: Tender Information Summary (TIS)

Section I – Request for Proposal Letter (RFPL) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Consultant to decide on participating in the RFP. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from this Section.

1.4.3 Section II: Instructions to Consultants (ITC) and Section III: Appendix to Instructions to Consultants (AITC)

Section II: “Instructions to Consultants” (ITC), along with Section III: “Appendix to Instructions to Consultants (AITC)”, provides the relevant information as well as instructions to assist the Consultants in preparing their proposals. It also includes the mode and procedure adopted for receipt/ opening, evaluation of Proposals, and contract award. In case of a conflict, provisions of AITC shall prevail over those in the ITC. Any generic reference to ITC shall also imply a reference to AITC as well. Consultants must fill up ‘Form T-7: Terms and Conditions - Compliance’ regarding any proposed deviations from these Sections.

1.4.4 Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions governing the resulting contract. In case of a conflict, provisions of the SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITC/ AITC. Consultants must fill up ‘Form T-7: Terms and Conditions - Compliance’ regarding any proposed deviations from terms and conditions in these Sections.

1.4.5 Section VI: Terms of Reference (TOR) and Section VI-A: List of Key Experts and Required Qualifications

Section VI: Terms of Reference describe the background, purpose/ objectives, description/ scope, deliverables/ outcomes, timelines, Procuring Entity’s inputs and counterpart personnel, statutory requirements of Services required etc. Section VI-A: ‘List of Key Experts and Required Qualifications’ describes the team composition, expertise, experience and professional qualifications required for each Key Experts. Any generic reference to TOR shall imply a reference to Section VI-A: ‘List of Key Experts and Required Qualifications’ as well. Consultants must fill up ‘Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff and Facilities to be provided by the Procuring Entity’ regarding these Sections.

1.4.6 Section VII: Evaluation/ Scoring Criteria

- 1) Section VII – Evaluation/ Scoring Criteria stipulates the scoring scheme for evaluating various Technical criteria. These may cover scoring of criteria relating to the Consultant’s experience, Technical Approach and Methodology, understanding of requirements, qualification and experience of Key Experts, transfer of knowledge etc. It may also lay down a minimum technical score to qualify for the next stage of Financial Evaluation. In a specific evaluation scheme, instead of a scheme of scoring, a scheme may be laid down to evaluate criteria on a pass/ fail basis.
- 2) Consultants must fill up the following Forms regarding this Section:
 - a) Form T-2: Consultant’s Organisation and Experience
 - b) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
 - c) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
 - d) Form T-5: Work Schedule and Planning for Deliverables
 - e) Form T-6: Team Composition, Assignment, and Key Experts’ Inputs
 - f) Annex to Form T-6: Key Experts’ Curriculum Vitae (CV)

1.5. Forms (To be filled, digitally signed and uploaded by Consultants)

Please refer to ITC-clause 1.4 above to relate the following forms to the corresponding Sections.

1) Technical Proposal:

- a) Form T-1: Proposal Form – (To serve as a covering letter to both the Techno commercial and Financial Proposals)
- b) Form T-1A: Consultant's Commercial Information
- c) Form T-2: Consultant's Organisation and Experience
- d) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
- e) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- f) Form T-5: Work Schedule and Planning for Deliverables
- g) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
- h) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)
- i) Form T-7: Terms and Conditions – Compliance
- j) Form T-8: Checklist for Consultants. The consultant must also upload the Checklist to confirm that he has complied with all the instructions in the RFP Document and that nothing is inadvertently left out. This checklist is only for general guidance, is not comprehensive, and does not absolve the Consultant from complying with all the requirements stipulated elsewhere in the RFP Document.
- k) Form T-9A: Bank Guarantee Format for Earnest Money Deposit
- l) Form T-9B: Bid Securing Declaration
- m) Form T-10: Integrity Pact
- n) Any other Format/ Form if stipulated in AITC or considered relevant by the Consultant.

2) Financial Proposal

The financial proposal is to be submitted in a separate file available on the e-Procurement Portal.

1.6. Other Formats

- 1) Format 1: Contract Form (Required after Letter of Award)
 - a) Appendix A: Terms of Reference
 - b) Appendix B: Key Experts
 - c) Appendix C: Remuneration Cost Estimates
 - i) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract
 - d) Appendix D: Reimbursable Expenses Cost Estimates
 - e) Appendix E-1: Bank Guarantee Format for Performance Security
 - f) Appendix E-2: Bank Guarantee Format for Advance Payment
- 2) Format 2: Certification by Prospective Arbitrators
- 3) Format 3: Authorisation to Attend Pre-Proposal Conference. (To be filled up, if required, by Consultant)

2. Procuring Entity - Rights and Disclaimers

2.1. The Procuring Entity

Proposals are to be addressed to the Chief Engineer, Cochin Port Authority. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this RFP Document.

2.2. Right to Intellectual Property and confidentiality:

- 1) The RFP Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Consultants may share these to prepare and submit their Proposals with their employees, Sub-consultant(s) or holding Company after obtaining an undertaking of confidentiality similar to that imposed on the Consultant.
- 3) This condition shall also apply to Consultants who do not submit a Proposal after downloading it or are not awarded a contract.
- 4) The obligation of the Consultants under sub-clauses above, however, shall not apply to information that:
 - a) now or hereafter is or enters the public domain through no fault of Consultant;
 - b) is legally possessed by Consultant at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - c) Otherwise lawfully becomes available to Consultant from a third party with no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Procurement Process or the contract.

2.3. Right to Reject any or all Proposals

The Procuring Entity reserves its right to accept or reject any or all Proposals, abandon/cancel the Procurement Process, and issue another RFP for the same or similar Services before the award of the contract. It would have no liability to the affected Consultant(s) or any obligation to inform them of the grounds for such action(s).

2.4. Disclaimers

2.4.1 Regarding the Purpose of the RFP Document

The RFP Document is neither an agreement nor an offer to the prospective Consultant(s) or any other party. The purpose of the RFP Document is to provide the Consultant(s) with information to assist them in participation in this Procurement Process.

2.4.2 Regarding Documents/ guidelines

The RFP Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Consultants and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals, including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the RFP Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the RFP Document or subsequently provided to the Consultant(s) is on the terms and conditions set out in the RFP Document or subject to which that was provided. Similar terms apply to information provided verbally, in the documentary, or any other form, directly or indirectly, by the Procuring Entity, its employees, or associated agencies.

2.4.4 Regarding RFP Document:

- 1) The RFP Document does not purport to contain all the information Consultant(s) may require. It may not address the needs of all Consultants. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the Consultant(s) is on various matters, some of which may depend upon interpreting the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any Consultant, on such account.

3. Consultants – Participation in this RFP process

3.1. Eligibility to Participate

- 1) Modified at Section-III of AITC
- 2) **Continued Eligibility** - Deleted
- 3) **Change in Structure or Associations** -Deleted
- 4) **Participation in only one Proposal:** Modified at Section-III of AITC
- 5) **Sub-contracting:** Modified at Section-III of AITC

3.2. Conflict of Interest

The Consultant must provide professional, objective, and impartial advice, holding the Procuring Entity's interests paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should strictly avoid conflicts with other assignments or their corporate interests. Consultants must disclose to the Procuring Entity in Form T-1 'Proposal Form (Covering Letter)' any actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations shall be treated as a violation of the Code of Ethics (ITC-Clause 15) and shall attract penalties mentioned therein. Proposals found to have a conflict of interest shall be rejected as non responsive. Without limitation on the generality of the preceding, a Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant:

1) Conflicting Associations:

- a) directly or indirectly controls, is controlled by or is under common control with another Consultant; or
- b) receives or has received any direct or indirect subsidy/ financial stake from another Consultant; or
- c) has the same correspondence address or same legal representative/ agent as another consultant for purposes of this proposal; or
- d) has a relationship with another Consultant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal

of another Consultant or influence the decisions of the Procuring Entity regarding this Procurement Process; or

- 2) **Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by the Procuring Entity to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation.
- 3) **Conflicting Assignments:** would (including its Experts and Sub-consultants) or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Procuring Entity that, by its nature, may conflict with this assignment.
- 4) **Commissions and Gratuities:** The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
- 5) **Conflicting Relationships:** has close business/ family relationship with a staff of the Procuring Entity who are/ would be directly/ indirectly involved in any of the following activities:
 - a) preparation of the RFP document or TOR of the Procurement Process
 - b) evaluation of Proposals or award of Contract, or
 - c) implementation/ supervision of the resulting Contract

4. The Terms of Reference (TOR) and Form of Contract

4.1. Facilities to be provided by the Procuring Entity

Modified at Section-III of AITC

4.2. Forms of BOQ/ Contract and Selection Methods

Evaluation of Proposals and the resulting Contract shall be based on the form of BOQ/ Contract and the Selection method applicable for the RFP, as elaborated in ITC-Clause 11 and 12 below.

4.2.1 Time-Based (Inputs Admeasurement) form of BOQ/ Contract:

The form of BOQ/ Contract shall be 'Time-Based (Inputs Admeasurement)'. In such contracts, the Consultant shall provide services on a timed basis according to the Terms of Reference. The Consultant's remuneration shall be determined based on the time spent by the Consultant in carrying out the Services based on (i) agreed-upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment and (ii) reimbursable expenses using agreed unit prices.

4.2.2 Lumpsum form of BOQ/ Contract

Deleted

4.2.3 Other forms of BOQ:

Deleted

4.2.4 Selection Method

- 1) The selection method applicable in this RFP shall be Quality and Cost Basis Selection (QCBS).

2) Please refer to ITC-Clause 11 and 12 for details.

4.3. Inputs of Key Experts

4.3.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement shall make the Proposal non-responsive.

4.3.2 The Procuring Entity may indicate in the RFP Document the estimated Key Experts' time input (expressed in person-month) or the estimated total cost of the assignment, but not both. This estimate is indicative, and the Consultants should base their proposal on their own estimates. However, if the Consultant has a strong justification (to be recorded in the Proposal) to include lesser time input of Key Experts than that indicated in the TOR, it shall be treated as a deviation and dealt with as per ITC Clause 11.1.2.

4.3.3 Deleted

5. Proposal Prices, Taxes and Duties

5.1. Prices

5.1.1 Competitive and Independent Prices

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- b) The prices should not be knowingly disclosed by the Consultant, directly or indirectly to any other Consultant or competitor before the Financial Proposal opening unless otherwise required by law.

5.1.2 Price Components

Consultant shall indicate in the Price Schedule prices/ rates against all the specified components, including the unit prices and total Proposal prices.

5.1.3 Price Schedule

- 1) Consultants are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns in the price schedule should be filled up as required. If any column does not apply to a Consultant, he should clarify the same.
- 2) Consultants shall fill in rates other than zero value in the specified cells without leaving them blank.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the Consultant, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Mining & Forest of the Consultant's country and in India, but excluding GST. GST, as applicable, shall be paid extra by the Procuring Entity.

5.1.4 Provisions of GST

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.

- 2) While quoting the basic rate, the Consultant should offset the input credit available as per the GST Act.
- 3) Please refer to ITC-Clause 5.3 for further details.

5.1.5 Currencies of Proposal and Payment

- 1) The Consultant's currency of Proposal and payment shall be quoted entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- 2) Deleted

5.1.6 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

5.2. Firm/ Variable Price

5.2.1 Firm Price

Prices quoted by the Consultant shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

5.2.2 Price Variation Clause

- 1) Deleted
- 2) If a Consultant submits a firm price quotation against a variable price quotation requirement, that Proposal shall be prima-facie acceptable and considered further, taking the price variation asked for by Consultant as NIL.

5.3. Taxes

The Consultant and Experts are responsible for meeting all tax liabilities arising from the Contract.

5.3.1 GST Registration Status:

- 1) All the Consultants should ensure that they are GST compliant and that their quoted tax structure/ rates are as per GST Act/ Rules. Consultants should be registered under GST and furnish a GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under a specific notification/ circular/ section/ rule issued by statutory authorities.
- 2) **GST Registration Number (15-digit GSTIN):** If the Consultant has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical concerned with the service delivery shall be quoted. If the services provided are from multiple states, the Consultant should mention GST registration numbers for each state separately.
- 3) **Composition scheme:** If the Consultant has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 4) **Exemption from Registration:** If a Consultant is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Consultant claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Consultant fulfils all conditions prescribed in notification exempting him from registration. Such Consultant/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. Further, the Consultant should notify and submit to the Procuring Entity within 15 days of becoming liable for registration under GST.

5.3.2 HSN Code and GST Rate:

- 1) If provided in this RFP Document, the HSN (Harmonized System of Nomenclature) code shall be only indicative. It shall be the responsibility of the Consultant to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them
 - a) As per the GST Act, the Proposal and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separately from the Proposal/contract price (exclusive of GST).
 - b) The price quoted shall be exclusive of GST. GST, as applicable, shall be paid extra by the Procuring Entity.
- 2) **Applicability to Imported Goods/ Services:** Deleted.

5.4. Payments

5.4.1 General

Deleted and Modified at Section-III of AITC

5.4.2 No Advance Payments

Modified as "The Procuring Entity shall make advance payment as stipulated in AITC".

6. Downloading the RFP Document; Corrigenda and Clarifications

6.1. Downloading the RFP Document

The RFP document can be downloaded as per the details given in RFPL clause 2.2.

6.2. Corrigenda/ Addenda to RFP Document

- 1) Before the deadline for submitting Proposals, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RFP Document. Without any liability or obligation, the e-tendering Portal may send intimation of such corrigenda/ addenda to Consultants who have downloaded the document under their login. However, the Consultants must check the website(s) / portals for any corrigenda/addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP Document.
- 2) To give reasonable time to the prospective Consultants to take such corrigendum/addendum into account in preparing their Proposals, the Procuring Entity may suitably extend the deadline for the Proposal submission as necessary. After the Procuring Entity makes such modifications, any Consultant who has submitted his Proposal in response to the original invitation shall have the opportunity to either withdraw his Proposal or re-submit his Proposal superseding the original Proposal within the extended time of submission as per ITC-clause 9.4.1 below.
- 3) The Procuring Entity may extend the deadline for the RFP submission by issuing an amendment. In this case, all rights and obligations of the Procuring Entity and the consultants previously subject to the original deadline shall then be subject to the new deadline for the RFP submission.

6.3. Clarification of the RFP Document

As detailed in RFPL clause 2.3, a Consultant requiring any clarification regarding the RFP Document may seek clarification. The Procuring Entity shall respond no later than seven days before the deadline for RFP submission. The query and clarification shall be shared with all Consultants on the portal without disclosing its source. If a modification of the RFP

document is warranted due to such clarification, an addendum/ corrigendum shall be issued as per ITC-Clause 6.2 above.

7. Pre-Proposal Conference

- 1) If a Pre-Proposal conference is stipulated in the TIS, prospective Consultants interested in participating in this tender may attend a Pre-Proposal conference to clarify the techno-commercial conditions of the RFP at the venue, date and time specified therein.
- 2) **Participation is not mandatory:** However, if a Consultant chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- 3) The date and time by which the written queries for the Pre-Proposal must reach the authority and the last date for registration for participation in the Pre-Proposal conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the Pre-Proposal conference.
- 4) Delegates participating in the Pre-Proposal conference must provide a photo identity and an authorization letter as per Format 3: "Authorization to attend a Pre-Proposal Conference" from their Company/ principals; else, they shall not be allowed to participate. The Pre-Proposal conference may also be held online at the discretion of the Procuring Entity.
- 5) After the Pre-Proposal Conference, Minutes of the Pre-Proposal conference shall be published on the portal / website within fifteen days from the Pre-Proposal Conference. If required, a clarification letter and corrigendum to RFP Document shall be issued, containing amendments to various provisions of the RFP Document. As per ITC-clause 6.2 above, to give reasonable time to the prospective Consultants to consider such clarifications in preparing their Proposals, the Procuring Entity may suitably extend, as necessary, the deadline for the Proposal submission.

8. Preparation of Proposals

8.1. The Proposal

8.1.1 Language of the Proposal

The Proposal submitted by the Consultant and all subsequent correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be in English. However, the language of any printed literature furnished by the Consultant in connection with its Proposal may be written in any other language provided a certified translation accompanies it in English. For purposes of interpretation of the Proposal, translation in the language of the Proposal shall prevail.

8.1.2 Acquaintance with Local Conditions and Factors

At his own cost, responsibility, and risk, the Consultant is encouraged to visit, examine, and familiarise himself with the local conditions and factors. The Consultant acknowledges that before the submission of the Proposal, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the contract. Consultants shall be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and not entertain any request from the Consultants.

8.1.3 Cost of preparation and submission of Proposals

The Consultant(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Consultant(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Consultant(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

8.1.4 Interpretation of Provisions of the RFP Document

The RFP document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

8.1.5 Alternate Proposals are not Allowed.

Conditional offers, alternative offers, and multiple Proposals by a Consultant shall not be considered. The Portal shall permit only one Proposal to be uploaded.

8.2. Documents comprising the Proposal:

8.2.1 Techno-commercial Proposal/ Cover

"Technical Proposal" shall include inter-alia the scanned copies of duly signed or digitally signed copies of forms as per ITC-Clause 1.5 in pdf format. *The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.*

8.2.2 Financial Proposal/ Cover

"Financial Proposal" shall comprise the Price Schedule (Submitted separately as an excel sheet) available on the e-Procurement Portal. Any additional information may be uploaded as a pdf under "Additional Documents" in the "Proposal Cover Content." It should be filled considering all financially relevant details, including Taxes and Duties, as per ITC-clause 5.3. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts, (b) reimbursable expenses in the RFP Document. *No additional technical details which have not been brought out in the Technical Proposal shall be brought out in the Financial Proposal. A Financial Proposal containing material Technical Information not disclosed in the Technical Proposal shall be declared non-responsive.*

8.3. Proposal Validity

- 1) Unless specified to the contrary in the TIS, Proposals shall remain valid for a period not less than 180 days from the deadline for the Proposal submission stipulated in TIS. A Proposal valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day up to which the Proposals are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the Proposal validity shall automatically be deemed to be extended upto the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the Consultants to extend the validity period for a specified additional

period. The request and the Consultants' responses shall be made in writing or electronically.

- a) The Consultant has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.
- b) If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- c) If any Key Experts become unavailable for the extended validity period, the Consultant shall seek permission to substitute another Key Expert. The Consultant shall provide adequate written justification and evidence to the Procuring Entity with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.
- d) If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal shall be rejected.

8.4. Bid Security - Related Documents

- 1) **EMD/ BSD as Bid Security:** The Consultant shall provide Bid Security as Earnest Money Deposit (EMD) for the amount shown in the TIS or a Bid Securing Declaration as Form T-9B in lieu of EMD as shown in the TIS.
- 2) **Modalities of EMD:** Unless otherwise provided in TIS, the earnest money shall be denominated in Indian Rupees. Wherever relevant, it shall be in favour of the Account specified in TIS and shall be furnished in one of the following modalities valid for forty-five days beyond the validity of the proposal plus 60 days claim period:
 - a) Insurance Surety Bonds from the Insurance Company duly approved by Insurance Regulatory and Development Authority of India
 - b) Account Payee Demand Draft or Pay Order or 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
 - c) Fixed Deposit Receipt in the name of FA & CAO, CoPA
 - d) Irrevocable Bank Guarantee from/ confirmed by any of the commercial banks in the format specified in Form T-9A
 - e) Payment on the mode (NEFT / RTGS) as per the Bank details given at Form T-12.
- 3) **Forfeiture of EMD (Enforcement of BSD):** EMD shall be forfeited or the Bid Securing Declaration shall be enforced from the date of such decision, if the Consultant breaches any of the following obligation(s) under the RFP:
 - a) withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or
 - b) after having been notified within the period of Proposal validity of the acceptance of his Proposal by the Procuring Entity:
 - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions.
 - ii) fails or refuses to sign the contract.
- 4) **Return of EMD (Expiry of BSD):** Unsuccessful Consultants' EMD shall be returned to them without any interest (or BSD shall stand expired) not later than thirty days after the conclusion of the resultant contract. Successful Consultant's EMD shall be returned

without any interest (or BSD shall stand expired) after receipt of performance security from them.

9. Signing and Uploading Proposals

9.1. Relationship between Consultant and e-Procurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between the Consultant and the organisation hosting the e-procurement portal (hereinafter called the Portal). Consultants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the RFP Document, provisions of the Portal shall prevail. Consultants may study the resources provided by the Portal for Consultants.

9.2. Signing of Proposal

The individual signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit Proposals on behalf of the Consultant along with Form T-1: Proposal Form (Covering Letter).

9.3. Submission/ Uploading of Proposals

9.3.1 Submission/ Uploading to the Portal

Further to details mentioned in RFPL clause 6:

- 1) Proposals must be uploaded on the e-Procurement Portal mentioned in the TIS until the deadline for the Proposal submission as notified therein. If the office happens to be closed on the deadline to submit the Proposal as specified above, this deadline shall not be extended. No manual Proposals shall be made available or accepted for submission. Proposals submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.
- 2) In the case of downloaded documents, the Consultant must not make any changes to the contents of the documents while uploading, except for filling in the required information otherwise; the Proposal shall be rejected as nonresponsive. Uploaded Pdf documents should not be password protected. Consultants should ensure the clarity/ legibility of the scanned documents uploaded by them.
- 3) The date and time of the e-Procurement server clock (also displayed on the dashboard of the consultants) shall be the reference time for deciding the closing time of the Proposal submission. Consultants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular consultant could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. the Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.
- 4) Only one copy of the Proposal can be uploaded, and the Consultant shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time.

- 5) Unless otherwise instructed in the RFP Document, the consultant need not sign or upload the Sections in ITC-clause 1.4 above while uploading his Proposal. However, they must declare in his Proposal Form (Form T-1: Proposal Form) that they have read, understood, complied with, and stand bound by all requirements of these sections:
- 6) Unless otherwise specified, in TIS, originals of the EMD/ Bid Security instrument must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at the venue mentioned in TIS. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for such physical submission, the physical submission deadline shall stand extended to the next working day at the same time and venue.
- 7) The Procuring Entity reserves its right to call for verification, at any stage of evaluation, especially from the successful Consultant(s) before the issue of a Letter of Award (LoA), originals of uploaded scanned copies of documents (uploaded at the RFP stages). If a consultant fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity (see clause 15 below). Such RFP proposals shall be liable to be rejected as nonresponsive and other punitive actions for such a breach.
- 8) Regarding the protected Price Schedule (excel format, Cover-2), the Consultant shall only enter his name in the space provided in the specified location. Consultant shall type rates in the figure and word only in the respective rate columns of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/deletion/modification of other portions of the excel sheet.
- 9) All Proposals uploaded by the Consultant to the portal shall get automatically encrypted. The encrypted Proposal can only be decrypted/ opened by the authorised persons on or after the due date and time. The Consultant should ensure the correctness of the Proposal before uploading and take a printout of the system generated submission summary to confirm the successful Proposal upload.

9.3.2 Implied acceptance of procedures by Consultants

Submission of Proposal in response to the RFP Document is deemed to be acceptance of the procedures and conditions of e-Procurement and the RFP Document.

9.4. Modification, Resubmission and Withdrawal of Proposals

9.4.1 Modification & Resubmission

Once submitted in e-Procurement, the Consultant cannot view or modify his Proposal since it is locked by encryption. However, resubmission of the Proposal by the Consultants for any number of times superseding earlier Proposal(s) before the submission date and time is allowed. Resubmission of a Proposal shall require uploading all documents, including the financial Proposal, afresh. The system shall consider only the last Proposal submitted.

9.4.2 Withdrawal

- 1) The Consultant may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening.
- 2) No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If a Consultant withdraws the Proposal during this period, the Procuring Entity shall be within its right to forfeit the Bid Security (or enforce the Bid Securing Declaration, if it was allowed in lieu of Bid Security), in addition to other punitive actions provided in the RFP Document for such misdemeanour as per clause 8.4 above.

10. Proposal Opening

The Proposals shall be opened on or after the date & time of the opening stipulated in TIS. Proposals cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Proposal opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Proposals shall be opened at the appointed time on the next working day.

11. Evaluation of Proposals and Award of Contract

11.1. General norms

11.1.1 Evaluation is based only on declared criteria.

- 1) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Consultant in its/ his Proposal and other allied information deemed appropriate by the Procuring Entity. Evaluation of Proposals shall be based only on the criteria/ conditions included in the RFP Document. The Selection Method to be used for evaluation and the Type of Contract (Price Structure) is mentioned in the TIS.
- 2) The determination shall not consider the qualifications of other firms, such as the consultant's subsidiaries, parent entities, affiliates, or any other firm(s) different from the consultant.
- 3) Deleted
- 4) Information relating to the evaluation of RFPs and evaluation results shall not be disclosed to any participant or any other persons not officially concerned with such process until the notification of short listing is made in accordance with clause 13.1 below.

11.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

- 1) During the evaluation of Proposals, the following definitions apply:
 - a) "Deviation" is a departure from the requirements specified in the RFP Document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
 - c) "Omission" is failing to submit part or all of the information or documentation required in the RFP Document.
- 2) A deviation/ reservation/ omission from the requirements of the RFP Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:
 - a) which affects in any substantive way the scope, quality, or performance standards of the Services;
 - b) which limits in any substantive way, inconsistent with the RFP Document, the Procuring Entity's rights, or the Consultant's obligations under the contract; or
 - c) whose rectification would unfairly affect the competitive position of other Consultants presenting substantively responsive Proposals.
- 3) The decision of the Procuring Entity shall be final in this regard. Proposals with substantive deviations shall be rejected as nonresponsive.
- 4) Variations, deviations, and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the RFP Document shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by the Procuring Entity, which would become part of the contract.
- 5) The Procuring Entity reserves the right to accept or reject Proposals with minor deviations. Wherever necessary, the Procuring Entity shall convey its observation as per

ITC-clause 11.1.3 below on such 'minor' issues to the Consultant by registered/ speed post/ electronically etc., asking Consultant to respond by a specified date. If the Consultant does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that Proposal shall be liable to be rejected as nonresponsive.

11.1.3 Clarification of Proposals and shortfall documents

- 1) During the evaluation of Techno commercial or Financial Proposals, the Procuring Entity may, at its discretion, but without any obligation to do so, ask the Consultant to clarify its Proposal by a specified date. The consultant should answer the clarification within that specified date. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Consultant. Any clarification submitted by a Consultant regarding its Proposal that is not in response to a request by the Procuring Entity shall not be considered.
- 2) The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Consultant.
- 3) If the consultant fails to provide satisfactory clarification and/or missing information, its RFP shall be evaluated based on available information and documents.

11.1.4 Contacting the Procuring Entity during the evaluation

From Proposal submission to awarding of the contract, no Consultant shall contact the Procuring Entity on any matter relating to the submitted Proposal. If a Consultant needs to contact the Procuring Entity for any reason relating to this tender and/ or its Proposal, it should do so only in writing or electronically. Any effort by a Consultant to influence the Procuring Entity during the processing of Proposals, evaluation, Proposal comparison or award decisions shall be construed as a violation of the Code of Integrity, and the Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the RFP Document.

11.2. Evaluation of Proposals

11.2.1 Preliminary Examination of Proposals - Determining Responsiveness

A substantively responsive Proposal is complete and conforms to the RFP Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Proposals with substantive techno-commercial deviations or other essential aspects of the RFP shall be rejected as nonresponsive. Only substantively responsive Proposals shall be considered for further evaluation. The Procuring Entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions. Unless otherwise stipulated in the AITC, the following are some of the crucial aspects for which a Proposal shall be rejected as nonresponsive:

- 1) The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RFP Document.
- 2) Failure to provide and/ or comply with the required information, instructions etc., incorporated in the RFP Document or evasive information/ reply against any such stipulations.
- 3) Required Bid Security (EMD) (or Bid Securing Declaration) has not been provided.
- 4) Deleted

- 5) The Services offered are not eligible as per the provision of this tender.
- 6) The consultant has quoted conditional Proposals or more than one Proposal or alternative Proposals unless permitted explicitly in the AITC.
- 7) The Proposal validity is shorter than the required period.
- 8) The Proposal departs from the essential requirements stipulated in the bidding document;
- 9) The consultant has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
- 10) Non-submission or submission of illegible scanned copies of stipulated documents/declarations
- 11) Furnishing wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the Proposal as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the RFP Document for violating the Code of Integrity.

11.2.2 The evaluation process

Unless otherwise stated, only the Techno-commercial Proposals shall be opened on the stipulated date of opening of Proposals. After that, the Techno-commercial evaluation shall ascertain whether these Proposals meet the requirements of the Terms of Reference, Technical Criteria and Minimum Score. Subsequent opening of Financial Proposals and financial evaluation shall be done only of Proposals declared successful in Techno-commercial evaluation. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation results are declared and Financial proposals are opened.

11.3. Techno-commercial Evaluation

11.3.1 Evaluation of Technical Proposals/ Score

- 1) The Procuring Entity shall evaluate the Technical proposal and assign scores as per the scheme of criteria and sub-criteria as laid down in 'Section VII: Evaluation/ Scoring Criteria'. This determination shall, inter-alia, consider the Consultant's (i) "Specific experience of the Consultant (as a firm) relevant to the Assignment"; ii) "Adequacy and quality of the proposed methodology, and work plan"; iii) "Key Experts' qualifications and competence for the Assignment".
- 2) Deleted
- 3) If it is established that any Key Expert nominated in the Consultant's Proposal was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and shall be treated as a violation of the Code of Ethics and would be liable for penalties thereunder.
- 4) All Key Experts (including the Team Leader) must meet the minimum requirements specified in Section VI-A: List of Key Experts and Required Qualifications. If any Key Expert fails to meet these minimum requirements, his score shall be evaluated as Nil. If any Key Expert or Team Leader of the successful consultant scores less than the specified percentage of the maximum score, the Procuring Entity shall be entitled to ask for a better replacement before the negotiations as per ITC-Clause 12 below.

11.3.2 Evaluation of Conformity to Commercial and Other Clauses

Consultants must comply with all the Commercial and other clauses of the RFP Document as per submissions in Form T-7: 'Terms and Conditions – Compliance'. The Procuring Entity shall also evaluate the commercial conditions quoted by the Consultant to confirm that all essential terms and conditions stipulated in the RFP Document have been accepted

without substantive omissions/ reservations/exceptions/ deviation by the Consultant. Deviations from or objections or reservations to critical provisions such as those concerning (but not limited to) Governing laws and Jurisdiction (GCC Clause 3), Consultant's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 9.6), Taxes & Duties (GCC Clause 10.2), and Code of Integrity (GCC Clause 13) shall be deemed to be a substantive deviation and treated as unresponsive as per clause 11.1.2 (3) above.

11.3.3 Evaluation of Techno-commercially Suitable Consultants and Opening of Financial Proposals

Each responsive Proposal shall be given a technical score applying the evaluation criteria, sub-criteria, and scoring system specified in Section VII: Evaluation/ Scoring Criteria. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated therein. Proposals that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable. The list of such techno-commercially suitable Consultants shall be declared on the Portal announcing a date/time and venue for opening their Financial Proposals (not less than 10 days from this declaration, in line with ITC-Clause 14 below). The Procuring Entity shall notify all Consultants whether their proposal was found responsive/ non-responsive to the RFP and TOR and whether they met the minimum qualifying technical score. Financial proposals of successful Consultants only shall be opened online. The Financial proposals of unsuccessful Consultants shall remain encrypted and unopened.

11.4. Financial Proposals Evaluation and Ranking of Proposals

11.4.1 Financial Proposals Evaluation

- 1) Financial Proposals of all Techno-commercially suitable Proposals are evaluated based on the selection method declared in the RFP Document (QCBS) and ranked accordingly.
- 2) Unless otherwise stipulated, the evaluation of prices shall be on total outgo from the Procuring Entity's pocket, to be paid to the Consultant or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, as the case may be, including any taxes, duties, levies etc. excluding GST. GST, as applicable, will be paid extra.
- 3) Deleted
- 4) As per policies of the Central Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Consultants as indicated in the RFP Document.
- 5) Deleted
- 6) Correction of Errors/ adjustments:
 - a) **Loading for Deviations:** Unless announced beforehand, the quoted price shall not be loaded based on deviations in commercial conditions. If it is so declared, such loading of a Financial Proposal shall be done as per the relevant provisions;
 - b) **Discrepancies between Technical and Financial Proposal:**
 - i) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
 - ii) Deleted
 - iii) If a Time-Based contract selection method is declared in the RFP, in case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, any higher quantities in Technical Proposal shall prevail, and

the quoted total prices shall be assumed to apply to this higher quantum. The unit rate for such activity shall be accordingly adjusted. No such correction shall be done if quantities are lower in the Technical proposal.

- c) **Discounts and Rebates:** If any Consultant offers conditional discounts/ rebates in his Proposal or suo-motu discounts and rebates after the Proposal Opening (techno-commercial or financial), such rebates/discounts shall not be considered for ranking the offer. But if such a Consultant gets selected as per the selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
- d) Deleted
- 7) **Ambiguous Financial Proposal:** If the Financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.
- 8) **Time-Based (Input Admeasurement) Contracts:** The Consultant's Proposal must include the Key Experts' time-input person-months not less than the minimum specified in Section VI-A: List of Key Experts and Required Qualifications.
 - a) **Minimum Time Inputs:** if a Proposal includes less or more than the required minimum person-month time input, the proposal shall be considered as per sub-clause 6. b)-iii) above for that key-position
 - b) The proposal shall be evaluated based on remuneration cost plus reimbursable expenses for the journeys out of home station as quoted by the Consultants / furnished by the Procuring Entity in the prescribed financial forms. However, the travel expense (TA/DA for authorized travel outside the home station as required by the Procuring Entity) shall be reimbursed by the Procuring Entity and it shall be limited to the entitlement in Appendix D to the Contract Form.
- 9) **Least-Cost Selection:** Deleted
- 10) **Quality and Cost-Based Selection (QCBS):** In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score, as explained in the sub clauses below. The proposal obtaining the highest total combined score in evaluating quality and cost will be ranked as H-1, followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations as per ITC-Clause 12 below. If two or more bids have the same highest score in the final ranking, the bid with a higher financial score will be H-1.
 - a) The Technical Proposals are given an absolute technical score (Ta out of max100) based on the evaluation criteria in Section VII: Evaluation/ Scoring Criteria. However, to normalise this w.r.t. Financial Score Sf below, a relative Technical Score (St) based on their relative ranking shall be calculated. The highest evaluated Technical Score (Ta-max) is assigned the maximum relative Technical Score (St) of 100 (Hundred). The formula for determining the relative Technical scores (St) of all other Proposals is as follows:
 $St = 100 \times Ta / Ta-max,$
in which "Ta-max" is the highest evaluated absolute Technical Score, "St" is the relative Technical score calculated, and "Ta" is the absolute Technical Score of the proposal under consideration. This normalisation would avoid any unintended magnification of weightage to the Financial score due to different scales of Technical Scores and Financial Scores.
 - b) The Financial Proposals are given cost-score based on the relative ranking of prices, with the lowest evaluated Financial Proposal (Fm) being assigned the maximum

financial score (Sf) of 100(Hundred). The formula for determining the financial scores (Sf) of all other Proposals is as follows:

$$\mathbf{Sf = 100 \times Fm / F,}$$

in which "Fm" is the price of the lowest offer, "Sf" is the financial score calculated, and "F" is the price of the proposal under consideration.

c) The weights given to the Technical (T) and Financial (P) Proposals are specified in TIS/ AITC:

T -40 %, and

P -60 % (with T + P = 100%)

Proposals would be ranked according to their combined QCBS (weighted technical, St and financial, Sf) scores as follows:

$$\mathbf{S = (St \times T + Sf \times P)/100.}$$

in which "S" is the combined QCBS score, "St" is the relative technical score calculated as per sub-clause a) above and "Sf" is the financial score calculated as per sub-clause b) above.

d) All scores shall be calculated up to two decimal places only.

11) **Fixed Budget Selection (FBS): Deleted**

11.4.2 Deleted

12. Contract Negotiation

12.1. Invitation to Negotiate

The negotiations shall be held at the date and address announced after the selection of the successful Consultant with their representative(s), who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant. During the negotiations, it shall be ensured that no undue advantage accrues to the Consultant and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the Procuring Entity and the Consultant's authorized representative.

12.2. Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Consultant(s), the Procuring Entity may, at its discretion, ask the Consultant to present the originals of all such documents whose scanned copies were submitted online during short listing process and this RFP process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Consultant fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Code of Integrity.

12.3. Availability of Key Experts

As a pre-requisite to the negotiations, the invited Consultant shall confirm the availability of all Key Experts included in the Proposal. Failure to confirm the Key Experts' availability may result in the Consultant's Proposal being declared non-responsive and the Procuring Entity proceeding to negotiate the Contract with the next-ranked responsive Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In

such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

As per ITC-Clause 11.3.1-4), the Procuring Entity reserves its right to seek during negotiations the replacement of the Team Leader/ other Key Experts who score below the minimum score if specified.

12.4. Technical Negotiations

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the 'Appendix A: Terms of Reference' part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract lest the quality of the final product, its price, or the initial evaluation be vitiated.

12.5. Financial Negotiations

12.5.1 General

- 1) The Financial negotiations include clarifying the Consultant's tax liability and how it should be reflected in the Contract.
- 2) **Lumpsum form of BOQ:** Deleted
- 3) **Time-Based (Input Admeasurement) form of BOQ:** In the case of a Time-Based contract, unit rate negotiations shall not take place except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by comparable consultants in comparable contracts. Then Procuring Entity may request the Consultant to clarify the breakdown of remuneration rates during the Contract negotiations. At the negotiations, the firm shall be prepared to disclose its audited financial statements for the last three years to substantiate its breakup of remuneration rates. If clarifications are not satisfactory Procuring Entity may ask the Consultant to reduce the rates. The Procuring Entity shall specify the format for clarifying the remuneration rates' structure under this Clause. A breakdown of Remuneration sheets agreed upon at the negotiations shall form part of the negotiated contract and be included as an Annex to Appendix C in the Contract.

12.6. Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract, which shall be initialled by the Procuring Entity and the Consultant's authorized representative. If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity for the Consultant to respond. If disagreement persists, the Procuring Entity shall declare the proposal nonresponsive, informing the Consultant of the reasons for doing so. The Procuring Entity shall invite the next-ranked responsive Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

13. Award of Contract

13.1. Letter of Award (Acceptance - LoA) and Signing of Contract

13.1.1 Letter of Award (LoA)

After 10 days from the conclusion of negotiations (in line with ITC-Clause 14 below), the Consultant whose Proposal has been accepted shall be notified of the award by the

Procuring Entity before the expiration of the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the Consultant in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below.

13.1.2 Performance Security

- 1) Within the number of days stipulated in AITC (or 21 days if not specified) of receipt of the Letter of Award (LoA), Performance Security as per details in GCC-5.8 shall be submitted by the Consultant to the Procuring Entity.
- 2) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit EMD (or enforce Bid Securing Declaration), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

13.1.3 Signing of Contract

- 1) **Publication of Results:** The Procuring Entity shall send to each techno-commercially suitable Consultant the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
 - a) the name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
 - b) the contract price of the successful Proposal;
 - c) the names of all Consultants included in the short list for RFP, indicating those that submitted Proposals;
 - d) the final combined scores and the final ranking of the Consultants
 - e) The name and address of the successful Consultant(s) receiving the contract(s) shall be published in the Portal and notice board/bulletin/website of the Procuring Entity.
- 2) Modified at Section-III of AITC
- 3) Deleted

14. Grievance Redressal/ Complaint Procedure

- 1) The Consultant has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Chairperson, CoPA.
- 2) Within 5 working days of receipt of the complaint, the Chief Engineer, CoPA shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 3) The Chief Engineer, CoPA shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

- a) Only a Consultant who has participated in the procurement process, i.e., pre-qualification, Consultant registration or bidding, as the case may be, can make such representation.
 - b) Only a directly affected Consultant can represent in this regard.
 - c) Deleted
 - d) If a technical Proposal has been evaluated before the opening of the Financial Proposal, an application for review concerning the Financial Proposal may be filed only by a Consultant whose technical Proposal is found to be acceptable.
- 4) No third-party information (RFPs, evaluation results) can be sought or included in the response.
- 5) The following decisions of the Procuring Entity shall not be subject to review:
- a) Determination of the need for procurement.
 - b) Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition
 - c) Selection of the mode of procurement or bidding system;
 - d) Choice of the selection procedure.
 - e) Provisions limiting the participation of Consultants in the Procurement Process, in terms of policies of the Government
 - f) Provisions regarding purchase preferences to specific categories of Consultants in terms of policies of the Central Government
 - g) Cancellation of the Procurement Process except where it is intended to subsequently re-tender the same Services.

15. Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, Consultants, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered part of this clause of ITC (even though it is not being reproduced here for brevity) and shall apply mutatis mutandis during the pre-award Procurement Process.

Section III: Appendix to Instructions to Consultants (AIRC)

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands
of Lakshadweep”

(Ref AIRC-Clause 1.4)

Note for Consultants: Following Clauses (in column 1), wherever these appear in AIRC, shall be taken to be negated or additional provisions be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the AIRC and that in the AIRC, the provision contained in the AIRC shall prevail.

AIRC Clauses	To be read as
AIRC 1: The RFP Document	
IR 1.4.1	New Clause 1.4.1 Sl.No.8 is added as below: 8) Section VIII – Qualification Criteria
IR 1.4.6 (2)	Consultants must fill up the following Forms regarding this Section and Section VIII:
IR 1.4.6 (2)	The following forms are added: (f) Form T-11: Qualification Criteria – Compliance (i) Form T-11.1: Performance Capability Statement (ii) Form T-11.2: Financial Capability Statements (1) Form T-11.2.1: Financial Statement (2) Form T-11.2.2: Average Annual Turnover
IR 1.4.7	New Clause 1.4.7 is added as below: 1.4.7 Section VIII – Qualification Criteria Section VIII – Qualification Criteria lays down the Qualifying Criteria for the Consultants. The Consultants must have requisite experience with assignments similar in nature in general and specific sectors relevant to the subject assignment. Bids received from the Consultants will be considered only, if they meet these Qualification Criteria. In response to this section, Consultant must submit Form T-11: Qualification Criteria – Compliance and its sub-forms Form T-11.1, 11.2, 11.2.1 and 11.2.2.
IR 1.5 (1)	The following new forms are added: o) Form T-9C: Insurance Surety Bond Format for Earnest Money Deposit p) Form T-11: Qualification Criteria – Compliance q) Form T-11.1: Performance Capability Statement r) Form T-11.2: Financial Capability Statements s) Form T-11.2.1: Financial Statement t) Form T-11.2.2: Average Annual Turnover u) Form T-12: Bank Details of CoPA for Online Payment

ITC 1.6 (1)	The following new format is added: g) Appendix E-3: Insurance Surety Bond Format for Performance Security
ITC 2 Procuring Entity – Rights and Disclaimers	
ITC 2.1	Modified and given at Clause 2.1 of ITC
ITC 3 Consultants - Participation in this RFP process	
ITC 3.1. Eligibility to Participate	
ITC 3.1 (1)	The Clause 3.1 (1) is modified as follows: 1) This RFP is open only to the consultants who meet the Qualification Criteria stipulated in Section VIII – Qualification Criteria.
ITC 3.1 (2)	Deleted
ITC 3.1 (3)	Deleted
ITC 3.1 (4)	The Clause 3.1 (4) is modified as follows: 4) Participation in only one Proposal: The Consultant shall not participate in more than one Proposal in this RFP Process. Participation in any capacity by a Consultant in more than one Proposal shall result in the disqualification of all Proposals in which he is a party. Unless otherwise stipulated in TIS, this does not preclude a Consultant's staff (if they are not submitting a proposal in their own name) from participating as Key Experts/ Non-Key Experts in more than one Proposal.
ITC 3.1 (5)	The Clause 3.1 (5) is modified as follows: 5) Sub-contracting: The Consultant shall not subcontract the whole of the Services to sub-consultants.
ITC 3.1 (6)	New Clause 3.1 (6) is added as follows: 6) Eligibility Criteria Participation in this RFP process is open to all Consultants who fulfil the 'Eligibility' and 'Qualification' criteria. Consultants should meet the following eligibility criteria as of the date of their RFP submission and should continue to meet these until the contract award. Consultant: 1) must be: (a) a natural person (an individual Consultant), a private entity (a Consulting Company/ LLP /Partnership firm/ Society registered under an applicable Act in India), a public Entity (Government-owned enterprise or institution), (b) a Consultancy Services provider with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, or equivalent registration certificate issued by the concerned authority/government as applicable to the subject Services. 2) must: (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer,

	<p>not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.</p> <p>(b) (Including their affiliates, subsidiaries, or contractors/ sub-consultants for any part of the contract):</p> <p>i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Entity or its Ministry/ Department from participation in its procurement processes within 3 years preceding the last date of RFP submission; and/ or</p> <p>ii) Not be convicted (within three years preceding the last date of RFP submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities, for:</p> <p>(1) offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or</p> <p>(2) offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or</p> <p>(3) suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.</p> <p>iii) Not have changed its name or created a new “Allied Entity”, consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.</p> <p>(c) Not have an association (as a consultant/ partner/ director/ employee in any capacity)</p> <p>(1) of any retired employee (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings, if such a retired person has not completed the one-year cooling-off period (or any other period stipulated by their erstwhile Employer) after his retirement. However, this shall not apply if such employees/ officers have obtained a waiver of the cooling-off period from their former organisation.</p> <p>(2) of the near relations of executives of the Procuring Entity involved/ likely to be involved in this procurement process.</p> <p>(d) Not have a conflict of interest (as defined in clause 3.2 of ITC), which substantially affects fair competition. No attempt should be made to induce any other consultant to submit or not to submit an RFP to restrict competition.</p> <p>(e) must fulfil any other additional eligibility condition, if any, as may be prescribed in the RFP document.</p>
ITC 3.1 (7)	New Clause 3.1 (7) is added as follows:

	<p>7) Eligibility of Consultants from Restricted countries</p> <p>i) Restrictions based on Reciprocity.</p> <p>Entities from countries as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this RFP process under the “Public Procurement (Preference to Make in India) Order 2017 - No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (MII – para 10-d) of Department for Promotion of Industry and Internal Trade, (DPIIT). Consultants must apprise themselves of the latest version of this order.</p> <p>ii) Restrictions Based on Land Borders</p> <p>Order - F.N0.6/18/2019-PPD dated 23rd July, 2020 (Public Procurement No. 1) issued by the Government of India (Ministry of Finance Department of Expenditure Public Procurement Division) restricting procurement from consultants from certain countries that share a land border with India shall apply to this procurement. Consultants must apprise themselves of the latest version of this order. Any consultant from a country that shares a land border with India, excluding countries to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (as listed on the website of the Ministry of External Affairs), – hereinafter called ‘Restricted Countries’ shall be eligible to participate in this RFP, only if the consultant is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Consultants shall enclose the certificate in Form T-1 - Proposal Form (Covering Letter).</p>
<p>ITC 4 The Terms of Reference (TOR) and Form of Contract</p>	
<p>ITC 4.1</p>	<p>The Clause 4.1 is modified as follows:</p> <p>4.1. Facilities to be provided by the Procuring Entity:</p> <p>All inputs, relevant project data, and reports required for preparing the Consultant’s Proposal shall be included in the TOR. Utilities or facilities, except for the following shall NOT be provided by the Procuring Entity to the Consultant:</p> <ul style="list-style-type: none"> (i) The Procuring Entity through the respective Contractor of the Projects shall provide one no. chauffeur driven air-conditioned car to seat minimum 4 persons for the use of the Consultant at Kalpeni and Kadmath separately. These Motor Vehicles shall be available round the clock on all days including Sundays and holidays. (ii) The Consultant can utilise the sea worthy boat etc. provided by the Contractor for survey and supervision of the Works, throughout the Contract Period, as and when required. (iii) The Procuring Entity, through the Contractor of the Projects, will provide the Consultant fully equipped and furnished air-

	conditioned office accommodation (porta cabin) at site at two convenient locations, at eastern and western sides of each island, measuring a minimum of 30 sq.m complete with lighting, furniture, communication, wifi connectivity, potable drinking water, pantry, wash-basin, toilet and other office facilities, near the Contractor's work area. This Site Office facility will continue to be made available to the Consultant all throughout the Contract Period.
ITC 4.2.1	Modified at Clause 4.2.1 of ITC
ITC 4.2.2	Deleted
ITC 4.2.3	Deleted
ITC 4.2.4 (1)	Modified at Clause 4.2.4 (1) of ITC
ITC 4.3.3	Deleted
ITC 5 Proposal Prices, Taxes and Duties	
ITC 5.1.3 (3)	Modified at Clause 5.1.3 (3) of ITC
ITC 5.1.5 (2)	Deleted
ITC 5.2.2 (1)	Deleted
ITC 5.2.2 (3)	New Clause 5.2.2 (3) is added as follows: 3) The Remuneration Rate and the Reimbursable Expenses quoted / mentioned at Form F-2 and Form F-3 respectively of BoQ/ Financial Proposal are fixed upto 42 months from the commencement date of the Assignment. Thereafter, the rate and the expenses indicated in the BoQ/ Financial Proposal will be enhanced by 5% per year.
ITC 5.3	Modified at Clause 5.3 of ITC
ITC 5.3.1 (4)	Modified at Clause 5.3.1 (4) of ITC
ITC 5.3.2 (1) (b)	Modified at Clause 5.3.2 (1) (b) of ITC
ITC 5.3.2 (2)	Deleted
ITC 5.4.1	Modified as "Payment terms shall be as per Clauses (xxiii) and (xxiv) of ToR"
ITC 5.4.2	Modified as "Advance Payment upto 5% of the Contract price is allowed on submission of an unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten per cent) of the amount of the advance payment being requested. The Advance payment shall be recovered from the Consultant from the first five running bills in equal instalments".
ITC 7 Pre-Proposal Conference	
ITC 7 (5)	Seven days indicated modified to Fifteen days
ITC 8 Preparation of Proposals	
ITC 8.1.1	Modified at Clause 8.1.1 of ITC
ITC 8.1.5	Modified at Clause 8.1.5 of ITC
ITC 8.3 (1)	Proposal Validity of 90 days indicated modified to 180 days
ITC 8.4	Modified at Clause 8.4 of ITC
ITC 9 Signing and Uploading Proposals	

ITC 9.3.1 (4)	Modified at Clause 9.3.1 (4) of ITC
ITC 11 Evaluation of Proposals and Award of Contract	
ITC 11.1.1 (3)	Deleted
ITC 11.1.3 (2)	Modified at Clause 11.1.3 (2) of ITC
ITC 11.2.1 (4)	Deleted
ITC 11.3.1	New Clause 11.3.1 (1a) is added as follows: 1a) The Procuring Entity shall consider the Proposals received from all Consultants only if they meet the Qualification Criteria as laid down in 'Section VIII: Qualification Criteria'. This determination shall, inter-alia, consider the Consultant's (i) Performance Capability Statement and (ii) Financial Capability Statements.
ITC 11.3.1 (2)	Deleted
ITC 11.4.1 (2)	Modified at Clause 11.4.1 (2) of ITC
ITC 11.4.1 (3)	Deleted
ITC 11.4.1 (5)	Deleted
ITC 11.4.1 (6) (b) (ii)	Deleted
ITC 11.4.1 (6) (d)	Deleted
ITC 11.4.1 (8) (b)	Modified at Clause 11.4.1 (8) (b) of ITC
ITC 11.4.1 (9)	Deleted
ITC 11.4.1 (10)	The weightage of Technical and Financial score shall be 60:40
ITC 11.4.1 (11)	Deleted
ITC 11.4.2	Deleted
ITC 12 Contract Negotiation	
ITC 12.5.1 (2)	Deleted
ITC 13 Performance Security	
ITC 13.1.1	Modified at Clause 13.1.1 of ITC
ITC 13.1.2 (3)	New Clause 13.1.2 (3) is added as follows: 3) If the Performance Security is not furnished within the original prescribed period by the Consultant, without prejudice to CoPA's right to forfeit EMD on failure to submit the Performance Security within the original prescribed period, the Procuring Entity may accept the Performance Security after the original prescribed period at its discretion subject to the condition that penal interest at the MCLR rate of SBI on the date of payment will be charged for the period beyond the original prescribed period and the same shall be recovered from the 1st running account bill.
ITC 13.1.3 (2)	Clause 13.1.3 (2) is modified as given below: 2) After the award of LoA, the Procuring Entity shall share a copy of the Contract Agreement (as per Format 1: Contract Form along with sub-formats) to a successful Consultant for review. The Consultant may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of receipt. The

	Contract Agreement shall be executed at the expense of the successful Consultant on Kerala State stamp paper of proper value within 6 weeks or within such time as extended by the Procuring Entity after the date of issue of the Letter of Acceptance and after submission and verification of the Performance Security. The successful Consultant shall submit 12 (Twelve) copies of signed Contract Agreement excluding original in bound volume at their own cost.
ITC 13.1.3 (3)	Deleted
ITC 14 Grievance Redressal / Complaint Procedure	
ITC 14 (3) (c)	Deleted

Section IV: General Conditions of Contract (GCC)

1. General

1.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- 1) The headings of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
- 5) Terms and expressions not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Services' shall also be deemed to include the incidental Works/Goods.
- 7) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.
- 8) GCC-clause 5.12 (Book Examination clause) shall not apply unless invoked explicitly in the contract.

1.2. Definitions

In the contract, unless the context otherwise requires:

- 1) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five per cent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms;
- 2) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Proposal;
- 3) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;
- 4) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Consultant the acceptance of his Proposal) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Consultant in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the Consultant on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- 5) "Consultant" (as a participant in a Procurement Process - including the term 'contractor', 'bidder', 'tenderer', 'participant' or 'service provider' in specific

- contexts) means any person or firm or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions of Consultants stated hereinbefore, including any agency branch or office controlled by such person, participating in a Procurement Process;
- 6) "Consultant" (as a contract holder - including the terms 'Supplier' or 'Service Provider' or 'Contractor' or 'Firm' or 'Vendor' or 'Successful Consultant' in specific contexts) means the person, firm, company, with whom the contract is entered into and shall be deemed to include the Consultant's successors (approved by the Procuring Entity), agents, Sub-consultant, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
 - 7) "Contract Manager" means (as distinct from Team Leader of the Consultant) the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the Consultant;
 - 8) "Day", "Month", and "Year" shall mean respectively calendar day, month or year (unless reference to financial year is apparent from the context);
 - 9) "Effective Date" means the date on which this Contract comes into force and effect as per the Contract;
 - 10) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, assigned by the Consultant to perform the Services or any part thereof under the Contract;
 - 11) "Goods" (including the terms 'Stores', and 'Material(s)' in specific contexts) includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts, procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include small work or some services that are incidental or consequential to the supply of such goods;
 - 12) "Government" means the Central Government or a State Government, as the case may be and includes agencies and Public Sector Enterprises under it in specific contexts;
 - 13) "Intellectual Property Rights" (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);
 - 14) Deleted
 - 15) "Key Expert(s)" means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant's proposal;
 - 16) "Non-Key Expert(s)" means an individual professional (usually not identified by name) provided by the Consultant to perform the Services or any part thereof under the Contract;
 - 17) "Parties": The parties to the contract are the "Consultant" and the "Procuring Entity", as defined in GCC clause 2.4;
 - 18) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific

- contexts) means a monetary guarantee to be furnished by the successful Consultant or Contractor in the form prescribed for the due performance of the contract;
- 19) "Procurement" (in the context of Public/ Government 'procurement' or 'Purchase', or 'Acquisition' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) by a Procuring Entity, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
 - 20) "Procuring Entity" means the entity in The Procuring Organization procuring Goods, Works, or Services;
 - 21) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
 - 22) "Procurement Process" (or "Tender"; "RFP"; "Tender Enquiry" in specific contexts): 'Procurement Process' is the whole process from the publishing of the RFP Document to the resultant award of the contract. 'RFP Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite Proposals in a Procurement Process. The RFP Document and Procurement Process may be generically and interchangeably referred to as "Bid Document", "Tender" or "Tender Enquiry," which would be clear from context without ambiguity;
 - 23) "Proposal" (including the term 'tender', 'offer', 'quotation' or 'bid' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;
 - 24) "Services" means the activities to be performed by the Consultant under this Contract, as described in Appendix A thereto;
 - 25) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (amended from time to time). It also includes stamped, except in the case of a Letter of Award or amendment thereof;
 - 26) Deleted
 - 27) "Variation" means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed;
 - 28) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more engineering designs, architectural design, material and technology, labour, machinery, and equipment.

1.3. Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalised words' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Services' shall indicate the definition given in the GCC, while 'services' shall have the usual dictionary meaning.

1.4. Abbreviations:

Abbreviation	Definition
AITC	Appendix to Instructions To Consultants
BOQ	Bill of Quantities
BSD	Bid Securing Declaration

CV	Curriculum Vitae
EMD	Monetary guarantee to be furnished by a Consultant along with its proposal
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
ITC	Instructions To Consultants
LoA	Letter of Award (Acceptance)
QCBS	Quality and Cost-Based Selection
RFP	Request for Proposal
RFPL	Request for Proposal Letter
SCC	Special Conditions of Contract
TIA	Tender Inviting Authority
TIS	Tender Information Summary
TOR	Terms of Reference

2. The Contract

2.1. Language of Contract

The contract and all subsequent correspondence documents, during its execution, between the consultant and the Procurement Entity shall be written in English (hereinafter called the contract's language). However, the language of any printed literature furnished by a Consultant may be written in any other language provided a certified translation accompanies the same in the contract's language. For purposes of interpretation, translation in the contract's language shall prevail.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC-Clause 2.5 below) constitute the entire agreement between the Procurement Entity and the Consultant and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

2.4. Relationship between Parties

- 1) The parties to the contract are the Consultant and the Procurement Entity, as nominated in the contract.
- 2) Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Procurement Entity and the Consultant. The Consultant, subject to this Contract, is legally the main principal/master of the Experts, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3) **Deleted**
- 4) **Authorised Representative:** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Procurement Entity or the Consultant may be taken or executed by the officials specified in the contract.
- 5) **Good Faith:** The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Procurement Entity and shall at all times support and safeguard the Procurement Entity's legitimate interests in any dealings with the third parties.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Valid and authorized Amendments issued to the contract.
- 2) The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the appendices annexed to it and signatures of the Procurement Entity, set forth immediately before the GCC;
- 3) Appendix A: Terms of Reference;
- 4) Appendix B: Key Experts;
- 5) Appendix C – Remuneration Cost Estimates;
 - a) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract;
- 6) Appendix D – Reimbursable Expenses Cost Estimates;
- 7) the Letter of Award (LoA), if issued
- 8) the SCC
- 9) the GCC
- 10) the Consultant's Proposal;
- 11) any other document listed in the contract as forming part of this Contract.
- 12) Integrity Pact

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

- 1) After the contract documents have been signed, no modified provisions shall be applicable unless the Procurement Entity suo-moto or, on request from the Consultant, by written order, amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Consultant to the Procurement Entity.

- 2) If the Consultant does not agree to the suo-moto modifications/ amendments made by the Procurement Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Consultant has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procurement Entity unless and until the same is incorporated in a formal instrument and signed by the Procurement Entity, and till then the Procurement Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of the Procurement Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procurement Entity granting such a waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by the Procurement Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by the Procurement Entity to the Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of the Procurement Entity under this Contract, neither shall any waiver by the Procurement Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. Unless otherwise specified in the Contract, the courts of Kochi shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the deadline for the Proposal submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased as per GCC clause 2.6, by agreement between the Parties hereto, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the applicable price adjustment provisions.

4. Communications

4.1. Communications

- 1) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable

in business and commercial transactions.

- 2) Modified
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.
- 4) Such communications would be an instruction, a notification, an acceptance, a certificate from the Procurement Entity, or a submission or a notification from the Consultant. A notification or certificate required under the contract must be communicated separately from other communications.

4.2. Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1) **On behalf of the Consultant:** The person who has signed the contract on behalf of the Consultant shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Consultant, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Consultant. If it is discovered at any time that the person so signing has no authority to do so, the Procurement Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Consultant liable to the Procurement Entity for all costs and damages arising from such misdemeanours.
- 2) **On behalf of the Procuring Entity:** Unless otherwise stipulated in the contract, the Chief Engineer / or Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procurement Entity. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:

- 1) The Consultant's address as mentioned in the contract, unless the Consultant has notified change by a separate communication containing no other topic to the Procurement Entity. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
- 2) The Procurement Entity's address shall be the one mentioned in the contract. The Consultant shall also send additional copies to officers of the Procurement Entity presently dealing with the contract.
- 3) In case of communications from the Consultant, copies of communications shall be marked to the Contract Manager and the Procurement Entity's officer signing the contract and as relevant to the Paying Authorities mentioned in the contract. Unless specified before the contract's start, the Procurement Entity and the Consultant shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Consultant's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Consultant must proactively keep the Procurement Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

- 1) Where the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - a) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procurement Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
 - b) On the death or retirement of any partner of the Consultant firm before the complete performance of the contract, the Procurement Entity may, at his option, terminate the contract for default as per the contract and/ or avail any or all remedies thereunder.
 - c) If the contract is not terminated as provided in Sub-clause (b) above, notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procurement Entity in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RFP process based on eligibility and qualifications criteria stipulated therein. The Consultant is contractually bound to maintain compliance with all such criteria during the execution of the contract. Any change which would vitiate the basis on which the Consultant was shortlisted or awarded the contract should be pro-actively brought to the notice of the Procurement Entity within 7 days of it coming to the Consultant's knowledge.

5.3. Restriction on Potential Conflict of Interests

- 1) Neither the Consultant nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - a) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.
 - b) After this Contract's termination, such other activities as may be stipulated in the contract.
- 2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procurement Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procurement Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procurement Entity.
- 3) During the term of this Contract and after its termination, the Consultant and its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.
- 4) The payment of the Consultant according to (GCC Clause 10.5) shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that the Experts and agents of either shall not receive any additional payment.
- 5) The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of the Procurement Entity, or that may reasonably be perceived as

having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of the Contract.

5.4. Consequences of breach by Constituents of a Consultant

Should the Consultant or any of its partners, or their Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Consultant shall remedy such breaches within 21 days, keeping the Procurement Entity informed. The Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procurement Entity. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procurement Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.

5.5. Assignment and Sub-contracting

- 1) The Consultant shall not, save with the previous consent in writing of the Procurement Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any Sub-consultant.
- 2) Deleted
- 3) If the Consultant sublets or assigns this Contract or any part thereof, the Procurement Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6. Obligation to Indemnify the Procurement Entity

5.6.1 For breach of IPR Rights

- 1) The Consultant shall indemnify and hold harmless, free of costs, the Procurement Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of the Procurement Entity.
 - b) The sale by the Procurement Entity in any country of the services/ products produced by the Services delivered by Consultant, and
 - c) The delivery of the Services by the Consultant or the use of the Services at the Procurement Entity's Site.
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.
- 3) If any proceedings are brought, or any claim is made against the Procurement Entity arising out of the matters referred above, the Procurement Entity shall promptly notify the Consultant. At its own expense and in the Procurement Entity's name, the Consultant may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procurement Entity informed.

- 4) If the Consultant fails to notify the Procurement Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procurement Entity shall be free to conduct the same on its behalf at the risk and cost to the Consultant.
- 5) At the Consultant's request, the Procurement Entity shall afford all available assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses.

5.6.2 For Losses and Damages Caused by Consultant

- 1) The Consultant shall indemnify and keep harmless the Procurement Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procurement Entity because of any act or omission or default or negligence or trespass of the Consultant, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Consultant shall make good at his own expense all resulting losses and/ or damages to: the Services themselves or any other property of the Procurement Entity or the lives, persons, or property of others
- 2) In case the Procurement Entity is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procurement Entity may incur about it, shall be charged to the Consultant. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3) The Procurement Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Consultant.

5.7. Confidentiality, Secrecy and Property and IPR Rights

5.7.1 Property Rights

- 1) Physical assets, e.g., Equipment, vehicles and materials made available to the Consultant by the Procurement Entity, directly or through Contractor of the construction Works or purchased by the Consultant wholly or partly with funds provided by the Procurement Entity, shall be the property of the Procurement Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Procurement Entity and dispose or return of such equipment, vehicles, and materials in accordance with the Procurement Entity's instructions. While in possession of such equipment and materials, except for vehicles, the Consultant, unless otherwise instructed by the Procurement Entity in writing, shall insure them at the expense of the Procurement Entity in an amount equal to their total replacement value.

- 2) Intangible assets, e.g., license agreements, Software Packages, and memberships for purposes of performance of this contract provided by the Procurement Entity or purchased by the Consultant wholly or partly with funds provided by the Procurement Entity, shall be the property of the Procurement Entity and shall be registered accordingly., These shall be obtained in the name of the Procurement Entity after obtaining the Procurement Entity's prior written approval. the Procurement Entity shall have an encumbered right to use such assets, even after the termination of the Contract. Any restrictions about the future use of these documents and software shall be specified in the Contract.

5.7.2 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procurement Entity and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procurement Entity's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procurement Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.

5.7.3 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procurement Entity to the Consultant in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procurement Entity and shall, without the prior written consent of the Procurement Entity neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the Procurement Entity, all copies of all such information in original shall be returned on completion of the Consultant's performance and obligations under this contract.

5.7.4 Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Consultant shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.5 Restrictions on the Use of Information

- 1) Without the Procurement Entity's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract.
- 2) The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procurement Entity, divulge to any person other than the person(s) employed by the Consultant in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the Consultant may furnish to its holding company or its Sub-consultant(s) such documents, data, and other information it receives from the

Procurement Entity to the extent required for performing the contract. In this event, the Consultant shall obtain from such holding company/ Sub-consultant(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Consultant under the above clauses.

- 4) The obligation of the Consultant under sub-clauses above, however, shall not apply to information that:
 - a) The Consultant needs to share with the institution(s) participating in the financing of the contract;
 - b) now or hereafter is or enters the public domain through no fault of Consultant;
 - c) can be proven to have been possessed by the Consultant at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procurement Entity; or
 - d) Otherwise lawfully becomes available to the Consultant from a third party with no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Consultant before the contract date in respect of the contract, the RFP Document, or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.7.6 Protection and Security of Personal Data

- 1) Where the Consultant is processing Personal Data for the Procurement Entity (as part of Services), the Consultant shall:
 - a) Process the Personal Data only as per instructions from the Procurement Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Procurement Entity;
 - b) Comply with all applicable laws;
 - c) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body;
 - d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
 - f) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub-consultant for the provision of the Services;
 - g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procurement Entity.
 - h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
 - i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procurement Entity.

- j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procurement Entity or compliance with a legal obligation imposed upon the Procurement Entity;
- 2) Notify the Procurement Entity (within five Working Days) if it receives the;
 - a) a request from an employee of the Procurement Entity to have access to his or other employees' Personal Data; or
 - b) a complaint or request relating to the Procurement Entity's obligations under the law;
- 3) The provision of this clause shall apply during the contract period and indefinitely after its expiry.

5.8. Performance Bond/ Security

- 1) Within twenty one days after the issue of the Letter of Award (LoA) by the Procurement Entity, the Consultant shall furnish to the Procuring Entity, Performance Security, valid up to sixty days after the date of completion of all contractual obligations by the Consultant.
- 2) The amount of Performance Security shall be @ 10% of the Contract Price denominated in Indian Rupees and shall be in one of the following forms:
 - a) Modified, or
 - b) Bank Guarantee (including an e-Bank Guarantee) issued by a commercial bank in India, in the prescribed form provided in Appendix E-1 to Format 1: Contract Form.
- 3) If the Consultant, having been called upon by the Procurement Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procurement Entity at its discretion to annul the award and forfeit the EMD (or enforce Bid Securing Declaration), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the Consultant fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for the Procurement Entity at its discretion.
 - a) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default, including termination of the Contract for Default, or
 - b) Without terminating the Contract, recover from the Consultant the amount of such security deposit by deducting the amount from the pending bills of the Consultant under the contract or any other contract with the Procurement Entity or the Government or any person contracting through the Procuring Organisation or otherwise, howsoever as per GCC Clause 10.4.
- 5) If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty one days of the issue of such an amendment.
- 6) The Procurement Entity shall be entitled, and it shall be lawful on his part,
 - a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - i) any default, failure, or neglect on the part of the Consultant in the fulfilment or performance in all respect of this contract or any other contract with the Procuring Organisation or any part thereof
 - ii) for any loss or damage recoverable from the Consultant which the Procurement Entity may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect
 - b) and in either of the events aforesaid to call upon the Consultant to maintain the said performance security at its original limit by making further deposits, provided further that the Procurement Entity shall be entitled, and it shall be lawful on his part, to

recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.

- 7) Subject to the sub-clause above, the Procurement Entity shall release the performance security without any interest to the Consultant on completing all contractual obligations. Alternatively, upon the Consultant submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.
- 8) No claim shall lie against the Procurement Entity regarding interest on cash deposits, Government Securities, or depreciation thereof.

5.9. Permits, Approvals and Licenses

Whenever the Services and incidental Goods/ Works delivery requires the Consultant to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Consultant's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the Consultant, the Procurement Entity shall make its best effort to assist the Consultant in complying with such requirements in a timely and expeditious manner without diluting the Consultant's responsibility in this regard.

5.10. Insurances

The Consultant (a) shall take out and maintain at its own cost but on terms and conditions approved by the Procurement Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procurement Entity's request, shall provide evidence to the Procurement Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurances are in place before commencing the Services as stated in GCC clause 9.2. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.

5.11. Deleted

5.12. Book Examination Clause

If explicitly invoked in the contract, the Procuring Entity reserves the right for 'Book Examination' as follows:

- 1) The Consultant shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised on that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Consultant shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. This Government Officer's decision on the relevancy of any document or information of return shall be final and binding on the parties. The obligation imposed by this clause is without prejudice to the Consultant's obligations under any other statute, rules or orders which shall be concurrently binding on the Consultant.
- 2) The Consultant shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Consultant's premises to examine the processes of delivery of Services and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have the power, mutatis mutandis, to examine all

the relevant books of the Consultant's Sub-consultant or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.

- 3) If, on such examination, it is established that the contracted price is more than the actual cost-plus reasonable profit margin, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
- 4) The Consultant or its agency is bound to allow examination of its books within 60days from the date the notice is received by the Consultant or its agencies calling for the production of documents under sub-clause (1) above. In the event of the Consultant's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the Consultant and his agencies.

5.13. Legal Compliance

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts comply with the Applicable Law.

5.14. Custody and Return of the Procuring Entity's Assets loaned to Consultant

- 1) The contractors shall sign accountable receipts for all documents and materials or other assets/ properties made over to them by the Contract Manager on behalf of the Procuring Entity. All such assets shall be deemed in good condition when received by the Consultant unless he has notified the Procuring Entity to the contrary within twenty four hours of receipt. Otherwise, he shall be deemed to have waived the right to do so at any subsequent stage.
- 2) These assets shall remain the property of the Procuring Entity, and the Consultant shall take all reasonable care of all such assets. The Consultant shall be responsible for all damage or loss from whatever cause while assets are possessed or controlled by the Consultant, staff, workmen, or agents.
- 3) Where the Consultant insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Consultant's liability as aforesaid.
- 4) The Consultant shall return all such assets in good order and repair, reasonable wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

6. Procuring Entity's Obligations

6.1. Assistance by the Procuring Entity

Unless otherwise specified in the Contract, the Procuring Entity shall use its best efforts to:

- 1) Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.
- 2) Provide to the Consultant any other assistance as specified in the Contract.
- 3) **Access to Project Site:** The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site if such access is required for the performance of the Services.

6.2. Facilities to be provided by the Procuring Entity

- 1) The Procuring Entity shall make available to the Consultant and the Experts, for the performance of the contract, free of any charge (unless otherwise stated therein),the

services, facilities, and property described in the 'Terms of Reference' (Appendix A) as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Consultant shall use such property for the execution of the contract and no other purpose whatsoever.

- 2) In case such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) anytime extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof according to GCC clause 10.1.1.

6.3. Counterpart Personnel

Deleted

6.4. Payment Obligation

Considering the Services performed by the Consultant under this Contract, the Procuring Entity shall pay the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided in the Contract.

7. Scope of Services and Performance Standards

7.1. Scope of Services

- 1) **Services:** This contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in Appendix A: 'Terms of Reference' during the contract period specified therein.
- 2) **Incidental Works/ Goods/ Other Services:** If so stipulated, the Consultant shall be required to perform/ deliver specified incidental Works/ Goods/ other Services as an integral part of the Services in the contract.
- 3) **Location:** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Entity's country or elsewhere, as the Procuring Entity may approve.
- 4) **Reporting Requirements:** The Consultant shall deliver to the Procuring Entity the reports, deliverables, outputs, and documents specified in Appendix A: 'Terms of Reference', in the form, in the numbers and within the periods outlined in the said Appendix, besides progress reports as per GCC Clause 9.3.
- 5) **Standard of Performance:**
 - a) The Consultant shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
 - b) Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.
 - c) **Defects in Services:** The Procuring Entity shall promptly notify the Consultant of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Consultant has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity may suspend payments as per GCC clause 10.6.

7.2. Eligible Services

Unless otherwise stipulated in the Contract, the country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India. It must conform to the declaration made by the Consultant regarding Central Government policies restricting the participation of entities from i) Certain countries sharing land borders with India and ii) Countries that restrict the participation of Bidders from India on a reciprocal basis. They should ensure that they continue to be free from such restrictions.

8. Deployment of Resources

8.1. Site and Assets thereon

8.1.1 Site of Service Delivery

- 1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
- 2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied/ used by the Consultant without the permission of the Procuring Entity. The Consultant shall not use or allow the site to be used for any purposes other than executing or concerning the execution of the services.
- 3) **Prohibition of Smoking and Intoxicants:** The Consultant shall exercise influence and authority to the utmost extent to secure strict compliance by his staff or with all the rules and regulations stipulated by the Procuring Entity relating to the access to the project site, including but not limited to
 - a) Prohibition of Smoking in 'No Smoking Zone' and in Public Places
 - b) Prohibition of the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the Consultant or any of his employees.
 - c) Safety practices relating to Procuring Entity's staff, Public and third parties
 - d) Maintenance of peace and business-like ambience

8.1.2 Clearance of Site on Completion

- 1) On completion of the services, the Consultant shall hand over the whole project site to the procuring Entity on 'as it was' basis. No final payment in settlement of the accounts for the Services shall be paid to the Consultant till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
- 2) In the event of failure on the part of the Consultant to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Contract Manager shall cause them to be removed in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the Consultant. The Procuring Entity shall not be held liable for any loss or damage to the Consultant's property as may be on the site and due to such removal.

8.2. Key and Non-Key Personnel

8.2.1 General Requirements

- 1) **Restrictions on the Employment of Retired Staff or Officers or Managers of Procuring Entity within One Year of their Retirement:** The Consultant shall not himself be a retired Government employee of Gazetted rank or engage any employee or associate who is a retired Government employee of Gazetted rank, if such persons

have not completed one year (or any other period prescribed by the relevant authority) from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Consultant is found to have contravened this provision, it shall constitute a breach of contract, and Procuring Entity shall be entitled to terminate the contract and/ or avail any or all the remedies thereunder.

- 2) **Team Lead:** The Consultant, when he is not personally present on the workplace site, shall nominate a Team Lead during working hours, which shall, on receiving reasonable notice, present himself to the Contract Manager. Orders given by the Contract Manager or his representative to the Team Lead shall be deemed to have the same force as if given to the Consultant.
- 3) The Consultant shall employ and provide qualified and experienced Key and Non-Key Experts as required to carry out the Services.

8.2.2 Key Personnel

- 1) The titles, job descriptions, minimum qualifications, and estimated periods of the Consultant's Key Personnel engagement in carrying out the Services are described in Appendix B to the Contract.
- 2) The Key Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.
- 3) Working hours and holidays for Experts are outlined in Appendix B. Foreign Key Experts carrying out Services in India shall be deemed to have commenced or finished work in respect of the Services several days before their arrival in or after their departure from India, as is specified in Appendix B.
- 4) Any leave-taking by Key Experts shall be subject to the prior approval by the Consultant, who shall ensure that absence for leave purposes shall not delay the progress and or impact adequate supervision of the Services. If Key Experts are not deployed for significant periods, affecting the progress and quality of the assignment, payments may be suspended as per clause 10.6 below.
- 5) **Substitution of Key Experts:**
 - a) Unless the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
 - b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the Contract (or 30%, if not specified) of total key personnel.
 - c) Substitution of the first 10% of key personnel at the request of the Consultant shall be subject to a reduction of remuneration by a percentage specified in the Contract (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in the Contract. If not specified, the reduction in remuneration shall be 10% and 15%, respectively, for the subsequent two slabs of 10% substitutions of key personnel (i.e., till 30% substitution). Such reduction shall not apply to the substitution of experts in pursuance of orders by the Contract Manager as per sub-clause (11) below.

- 6) **Additional Key Experts:** If additional Key Experts are required to carry out the Services during the execution of the contract, the Consultant shall submit to the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty one (21) days from receiving such CVs, such additional Key Experts shall be deemed approved by the Procuring Entity. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts' positions which require similar qualifications and experience.

8.2.3 Non-Key Personnel

Deleted

8.2.4 Removal of Key and Non-Key Experts on Orders of the Contract Manager

- 1) The Consultant shall, at the Procuring Entity's written request, provide a replacement, if the Procuring Entity finds that any of the Experts:
 - a) commits severe misconduct or has been charged with having committed a criminal act
 - b) persists in any misconduct or lack of care;
 - c) is found to be negligent, incompetent or incapable of discharging assigned duties;
 - d) fails to comply with any provision of the Contract;
 - e) based on reasonable evidence, is determined to have engaged breached the Code of Integrity (including Fraud and Corruption) during the execution of the Works;
- 2) Subject to the requirements in the sub-clause above, and notwithstanding any requirement from the Procuring Entity to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation in the sub-para above. Such immediate action shall include removing (or causing to be removed) such Key/ Non-Key Expert from carrying out the Services.
- 3) Any replacement of the removed Experts shall possess better qualifications and experience and be acceptable to the Procuring Entity.
- 4) The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.

8.3. Equipment and Tools of Trade

The Consultant must ensure the deployment of Equipment and Tools of Trade necessary to deliver services as per the Terms of Reference and approved Works plan as updated. If the Contract Manager believes that the Consultant is not employing on the Services sufficient Equipment/Tools of Trade as is specified or otherwise for the proper execution of the Services within the prescribed time, the Consultant shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools of the trade as specified by the Contract Manager immediately and failure on the part of the Consultant to comply with such instructions shall entitle the Procuring Entity to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail any or all the remedies thereunder for breach of contract.

9. Delivery of Services and delays

9.1. Works plan

- 1) Before the commencement of the Services, the Consultant shall submit for approval of the Contract Manager a Works plan showing the Methods, schedule of delivery of

services, and deployment plans for Personnel for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.

- 2) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the Consultant shall execute all orders the Contract Manager gives from time to time without delay. Still, the Consultant shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

9.2. Commencement of Services

- 1) **Effective Date of Contract:** Consultant shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be 15 days from the date of LoA.
 - a) Deleted
 - b) Deleted
- 2) **Commencement of Services:** Modified
 - a) Deleted
 - b) Deleted
 - c) Deleted
 - d) Deleted
 - e) Deleted
- 3) **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective (as per sub-clause 1) above) within such period after the date of Contract signature as specified in the Contract, either Party may, by not less than twenty-one (21) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

9.3. Contract Management

9.3.1 Consultancy Management Teams

The Procuring Entity shall nominate a Contract Manager and the Consultant shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the Procuring Entity's objectives of the Contract.

9.3.2 Review of Phases and Milestones

The Contract Manager and Consultant/ Team Lead shall hold progress meetings at various phases and Milestones into which the assignment is divided as per Appendix A. Unless otherwise indicated in Appendix A, the following actions would be taken during such progress meetings.

- 1) **Kick-off Meeting:** The Contract Manager and the Consultant/ Team Lead shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalised.
- 2) **Inception Phase Review:** The inception meeting shall be held at a period (specified in Appendix A or the LoA) after the effective date of the contract or, if not so specified, within 21 days of the effective date. Before this meeting, the Consultant must provide a draft Inception Report for discussion. The Consultant shall submit a final Inception

Report within the specified time in the 'Terms of Reference' or as agreed in the Inception Meeting, or if not so specified, within 7 days of the Inception Meeting. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following:

- a) Terms of Reference
 - b) Work plan and staffing schedule
 - c) Facilities to be provided by the Procuring Entity
 - d) Working arrangements and liaison
- 3) **Periodic Reviews:** Unless otherwise decided by the Contract Manager and the Consultant's Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
- 4) **Deliverables Reviews:** The Contract Manager and Consultant/ Team Lead may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in Appendix A or as agreed between the parties.

9.4. Delivery of services, Time of Delivery and Extensions Thereof

9.4.1 Delivery of Services:

The Consultant shall deliver all Services and submit deliverables as per the approved work plan in the manner specified in the Contract.

9.4.2 Time of Delivery of Services is of Essence of the Contract:

- 1) The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole, the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Appendix A: 'Terms of Reference'.
- 2) If at any time during the currency of the contract, the Consultant encounters conditions hindering the timely performance of services; the Consultant shall promptly inform the Procuring Entity in writing about the same and its likely duration.
- 3) He may request to the Procuring Entity for an extension of the delivery schedule not less than one month before the expiry of the date fixed for completion of the services. Procuring Entity may agree to extend the completion schedule, with or without liquidated damages and denial clause, by issuing an amendment to the contract in terms of the following clauses.

9.4.3 Extension for Excusable Delay Not Due to Consultant

- 1) If in the opinion of the Consultant, the progress of Services has at any time been delayed due to the following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
 - a) proceedings taken or threatened by or dispute with external third parties arising otherwise than from the Consultant's own default etc. or
 - b) delay due to circumstances beyond the control of either party
 - c) delay authorized by the Contract Manager pending arbitration or
 - d) Any act or neglect of Procuring Entity, e.g.:
 - i) Delay or failure to issue notice to commence the services or

- ii) Delay or failure to issue necessary instructions for which the Consultant had applied explicitly in writing.
 - iii) Delay in or failure to handover of possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the Consultant
 - iv) Delay caused by modification issued by the Contract Manager or
 - v) any other delay caused by the Procuring Entity due to any other cause.
- 2) The Consultant may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Consultant, the Contract Manager shall consider the same and grant such extension of time as, in his opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

9.4.4 Extension of Time for Inexcusable Delay Due to Consultant

- 1) If the Consultant fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 9.4.3 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
- 2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Consultant as agreed damages and not by way of penalty Liquidated Damages as per GCC clause 9.5 below.
- 3) Provided further that if the Procuring Entity is not satisfied that the service can be completed by the Consultant or in the event of failure on the part of the Consultant to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
- 4) **Inordinate Delays:** Delays due to the Consultant of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Consultant in future procurements. A show-cause notice shall be issued to the Consultant before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of the Procuring Entity.

9.4.5 Extension of Time for Concurrent Delay Due to Both Parties

If the Contract Manager determines that two or more events responsible for delay overlap each other. The delays may be concurrently attributable to both Procuring Entity and the Consultant. The proportion for extension of time as per GCC-Clause 9.4.3 or 9.4.4 above shall be determined by plotting each contributing concurrent delay on the critical path.

9.5. Damages and Deductions Thereof

9.5.1 Right of the Procuring Entity to recover Damages.

Procuring Entity shall be entitled to, and it shall be lawful to recover Liquidated damages as detailed in this clause from all payments due, any Performance Security, or any retention money.

9.5.2 Liquidated damages

- 1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:
 - a) The Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 1/2% per cent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.5.3 shall also apply. Total damages in the contract shall be limited as per clause 9.5.4 below.
 - b) Any failure, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the Consultant from liability for any such loss or damage as aforesaid

9.5.3 Denial Clause:

- 1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:
 - a) No increases in price on account of any statutory increase on account of taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and
 - b) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.
 - c) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

9.5.4 Limit on total Damages

However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of the Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause 12.

9.6. Force Majeure

- 1) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Consultant shall continue to perform its obligations under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party

against the other except those which had occurred under any other clause of this Contract before such termination.

- 2) Notwithstanding the remedial provisions contained in GCC-clause 9.5 and 12, none of the Party shall seek any such remedies or damages for the other Party's delay and/ or failure in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10. Prices and Payments

10.1. Prices

10.1.1 Contract Price

- 1) The Contract price is outlined in the Contract. The Contract price breakdown is provided in Appendix C, and the total payments under this Contract shall not exceed this Contract price.
- 2) Any change to the Contract price specified above can be only made if the Parties have agreed to the revised scope of Services under GCC clause 2.6 and have amended the Terms of Reference in Appendix A in writing.

10.1.2 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down, variations shall also be payable.

10.1.3 Variations

Modified

- 1) Deleted
- 2) Deleted
- 3) Deleted
- 4) Deleted
- 5) Deleted
- 6) Deleted
- 7) Deleted

10.2. Taxes and Duties

- 1) The Consultant and Experts shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services except for GST. GST, as applicable, shall be paid extra. Further instruction, if any, shall be as provided in the Contract.
- 2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 3) Payment of GST Tax under the contract:
 - a) The payment of GST and GST Cess to the Consultant shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate duly supported with documentary evidence as per the provision of the relevant GST Act and the Rules made thereunder. The delivery of Services shall be shown as being made in the name, location/ state, and GSTIN of the beneficiary of the Services only; the location of the procurement office of the procuring entity has no bearing on the invoicing.
 - b) **Provision w.r.t. E-Invoicing requirement as per GST laws:** Consultant who is required to comply with the requirements of E-invoice as per the GST Law, all

payments shall be made against proper e-invoice(s) only. Invoices issued in violation shall not be processed for payment, as Procuring Entity shall not be allowed to avail of Input Tax Credit (ITC) against such invoices.

- c) Returns and details required to be filled under GST laws & rules regarding invoices (or e-invoices) should be filed promptly by the Consultant. If input tax credit (ITC) is not available to Procuring Entity for any reason attributable to the Consultant, then Procuring Entity shall not be liable to pay GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff/ recover such GST amounts (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Consultant under this contract or under any other contract.
 - d) Deleted
 - e) All necessary adjustment vouchers, such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract, shall be submitted to the Procuring Entity in compliance with GST provisions.
 - f) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
 - i) Deleted
 - ii) However, the Procuring Entity shall not be responsible for the Consultant's tax payment or duty under a misapprehension of the law.
 - iii) Deleted
 - iv) In case of profiteering by the Consultant relating to GST tax, the Consultant shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
 - g) The Consultant should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
 - h) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.
- 4) **Statutory Variation Clause:** Deleted

10.3. Terms and Mode of Payment

- 1) The payment shall be as stipulated in Appendix A – Terms of Reference.
- 2) The payments shall be made as per Procuring Entity's payment procedures. Payments to Consultants shall only be made through EFT (Electronic Funds Transfer). The Consultant shall consent in a mandate form for receipt of payment through NEFT (National Electronic Fund Transfer).
- 3) Payments shall only be made in Indian Rupees.
- 4) The Consultant shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.
- 5) While claiming payment, the Consultant is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the Consultant's obligations for claiming that payment has been fulfilled as required.

10.4. Withholding and lien in respect of sums claimed:

- 1) Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from-
 - a) any security or retention money, if any, deposited by the Consultant.
 - b) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the Consultant.
- 2) Where the Consultant is a partnership firm or a Limited Company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
- 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clauses 11 and/ or 12. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.
- 4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Procuring Entity or Government.

10.5. Payments to Consultant

10.5.1 General

- 1) All payments under this Contract shall be made to the Consultant's accounts specified in the contract.
- 2) **Currency of Payment:** Unless otherwise specified in the Contract, any payment shall be made in Indian Rupees (INR).
- 3) **The Itemized Invoices:** As soon as practicable and not later than fifteen (15) days after the end of each time interval stipulated in the Contract in this regard, the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such an interval under GCC Clause 10.5. Each invoice shall show remuneration and reimbursable expenses separately.
- 4) The Contract Manager shall cross-check all relevant records before passing the Consultant's bills. Upon verification of the records by Procuring Entity, payments can be released to the Consultant.
- 5) The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only a portion of an invoice not satisfactorily supported may be withheld from the payment. Should any discrepancy exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from subsequent payments.

- 6) Except for the final payment under GCC Clause 10.5.5 below, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.
- 7) **Time-Based (Inputs admeasurements):** Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above Appendix A, Appendix B, or Appendix C mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs listed in Appendix C and D in the contract.
- 8) **Unit-Rate (Output admeasurements):** Deleted.
- 9) **Lumpsum:** Deleted
- 10) **Percentage (of Value of Transactions):** Deleted.

10.5.2 Advance Payments

- 1) If the contract provides explicitly for Advance Payments to be made to the Consultant, then on the request of the Consultant, the Procuring Entity shall make the advance payment to the Consultant against submission of an unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten per cent) of the amount of the advance payment being requested. Such Bank Guarantee shall be in the form outlined in Appendix E-2 or the other form the Procuring Entity shall have approved in writing. Advance payments shall be released in not less than two instalments commensurate with work progress.
- 2) The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the Consultant shall progressively reduce the guaranteed amount. Interest shall not be charged on the advance payment. However, if the contract is terminated due to the Consultant's default, the Advance payment shall be deemed an interest-bearing advance at the prevailing rate (MCLR rate of SBI) on the date of such advance payment.
- 3) The Consultant is to use the advance payment only for the performance of Services. The Consultant shall demonstrate that the advance payment has been used by Utilization certificate enclosing copies of invoices or other documents to the Contract Manager. Further instalments shall be released after getting a satisfactory utilization certificate from the Consultant for the earlier instalment.
- 4) The advance payment shall be recovered in a time-based manner not linked with the work progress by deducting proportionate amounts from payments otherwise due to the Consultant for the Services performed. Any delayed recoveries due to the late submission of bills by the Consultant shall attract interest at the prevailing rate (MCLR rate of SBI). No account of the advance payment or repayment shall be taken in assessing valuations of Services performed, variations, price adjustments, or liquidated damages.

10.5.3 Remuneration and Reimbursable Expenses

- a) The Procuring Entity shall pay to the Consultant (i) remuneration that shall be determined based on time spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses at the rates outlined in Appendix D.
- b) All payments shall be at the rates outlined in Appendix C and Appendix D.
- c) Unless the Contract provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- d) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element

of overheads), (ii) the cost of backstopping (reinforcement/ support) by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the contract.

- e) Any rates specified for Experts not yet appointed shall be provisional and be subject to revision, with the written approval of the Procuring Entity once the applicable remuneration rates and allowances are known.

10.5.4 "On-Account" Payments

- 1) The Consultant shall be entitled to be paid (unless otherwise stipulated in the contract) by way of "On-Account" payment, only for such Services, as in the opinion of the Contract Manager, the Consultant has executed in terms of the contract during the period. All payments due against the Contract Manager or his representative's certificates shall be subject to any deductions, which may be made under the contract, always provided that the Contract Manager may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Contract Manager may withhold any certificate if the Services or any part thereof are not carried out as per the contractual performance standards.
- 2) **On-Account Payments Not Prejudicial to Final Settlement:** "On-Account" payments made to the Consultant shall be without prejudice to the final settlement of the accounts. They shall not be considered or used as evidence of any facts stated in or inferred from such accounts, any particular quantity of service being executed, or the manner of its execution being satisfactory.
- 3) **The Final Payment:** As detailed at Clause 10.5.5.

10.5.5 Final Payment

- 1) The final payment under this Clause shall only be made after the final report/deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. Completion certificate/ Final payment shall be made only after ensuring that all facilities/documents/sites have been returned to the Procuring Entity as per GCC Clause 5.14. The Services shall be deemed completed and finally accepted by the Procuring Entity.
- 2) The Consultant shall submit a final bill on the Contract Manager's acceptance certificate of final deliverables. The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant:
 - a) Necessary adjustment for any payments already made or retained
 - b) Any deduction which may be made under the contract,
 - c) A complete account of all claims the Consultant may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct,
- 3) The final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detailed efficiencies in the Services, the final report or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.
- 4) Any amount that the Procuring Entity has paid or has caused to be paid under this Clause more than the amounts payable under the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the

Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.

10.5.6 No Claim Certificate and Release of Contract Securities

The Consultant shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally accepted and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the Consultant, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. **The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration.**

10.5.7 Post Payment Audit

Notwithstanding the issue of the Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the Consultant is discovered due to such examination, the Procuring Entity shall claim such amount from the Consultant.

10.5.8 Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors under the contract, shall be signed by a person authorized to do so by the Consultant (or otherwise as per GCC-Clause 4.2), to be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of the death of any Consultant or partner during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may have against the legal representative regarding any breach of any contract conditions by any Consultant partner/member so dying. Nothing in this clause shall be deemed to prejudice or affect the respective rights or obligations of the Consultant partners/ members and the legal representatives of any deceased Consultant partners/ members.

10.6. Suspension of Payments

The Procuring Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

10.7. Payment against Time-Barred Claims

In accordance with the Limitation Act 1963, all claims against the Procuring Entity shall be legally time-barred after three years calculated from when the payment falls due unless the

payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful to reject such claims.

10.8. Commissions and Fees

The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

11. Resolution of Disputes

11.1. Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, or any other account whatsoever, but excluding the Excepted Matters (detailed in GCC-Clause 11.2 below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the Consultant, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing the relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. Before any recourse to courts, the dispute shall be resolved through dispute resolution mechanisms detailed subsequently in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration (Applicable only for disputes with a claim value of less than Rs.10 crore)

11.2. Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon, shall be final and binding on the Consultant. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but are not limited to:

- 1) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award Procurement Process or conditions
- 3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the Consultant.

- 4) Provisions incorporated in the contract which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
 - a) Provisions of restrictions in terms of the Make in India policy of the Government
 - b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Central Government's policies in this regard.
 - c) Relaxations stipulated for Start ups etc.

11.3. Adjudication

After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the Procuring Entity, the Consultant shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the Consultant to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. During the adjudication proceedings, the parties shall not initiate any conciliation, arbitral, or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the Consultant may proceed to invoke the process of Conciliation as follows.

11.4. Conciliation of disputes

- 1) Parties may invoke Conciliation, in terms of the Arbitration and Conciliation Act 1996, by submitting a "Notice of Conciliation" to the other party with a request to the Head of the Procuring Organisation to notify a Conciliator. Since conciliation is voluntary, within 30 days of "Notice of Conciliation", the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to entering Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.
- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the contract terms within 60 days from the appointment date.
- 3) If the parties agree on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 4) During the conciliation proceedings, the parties shall not initiate any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
 - a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified on the date of such declaration; or
 - b) By a written declaration of any party to the conciliator to the effect that the Conciliation proceedings are terminated on the date of such declaration; or
 - c) If the parties fail to reach an agreement on a settlement of the dispute within 60 days of the appointment of the Conciliator

- 6) On termination of Conciliation, the aggrieved party shall be free to invoke Arbitration if the dispute is still alive.

11.5. Arbitration Agreement

11.5.1 This Agreement

- 1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days afterwards.
- 2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to the Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the MSMED Act 2006, these provisions shall prevail over this Agreement. However, if an arbitrator has already been appointed under this agreement before the appointment of a conciliator/arbitrator by the facilitation council, the arbitrator already appointed under this agreement shall continue to perform the duties including on matters related to delayed payments. Such an arbitrator shall be deemed to be the arbitrator appointed by the facilitation council. None of the parties shall approach the facilitation council to appoint an arbitrator once an arbitrator under this agreement has already been appointed.

11.5.2 Notice for Arbitration

- 1) **Authority to Appoint Arbitrator(s):** For this Arbitration Agreement, 'The Appointing Authority' to appoint the arbitrator shall be the Chairperson, CoPA.
- 2) In the event of any dispute as per GCC-clause 11.1 above, if the Adjudicator fails to decide within 60 days (as referred in 11.3 above), or the Conciliation is terminated (as referred in sub-clause 11.4 above), then any party to the contract, after 60 days but within 120 days of 'Notice of Dispute' (clause 11.1 above) shall request the other party through a "Notice for Arbitration" in writing that the dispute or difference be referred to arbitration.
- 3) The "Notice for arbitration" shall specify the matters in question or the subject of the dispute or difference, indicating the relevant contractual clause and the amount of claim item-wise.

11.5.3 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, with counter-claims or set off. Other matters shall be beyond the jurisdiction of the Arbitrator(s).

11.5.4 Appointment of Arbitrator

- 1) Qualification of Arbitrators:
 - a) In the case of retired officers of The Procuring organisation, they shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at

least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration.

- b) He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as an officer of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had, in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.
- c) An Arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed.
- d) Not be other than the person appointed by The Appointing Authority, and if for any reason that is not possible, the matter shall not be referred to arbitration.

2) Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

3) Appointment of Arbitrator:

- a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of the sole Arbitrator. For this purpose, The Appointing Authority shall send to the Consultant, within 60 days from receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers duly indicating their retirement dates.
- b) The Consultant shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Consultant's nominees.
- c) In cases where the total value of all claims in question added together exceeds Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organisation. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the Consultant within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
- d) The Consultant shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one of them as the Consultant's nominee. It shall also simultaneously appoint the balance number of arbitrators from the panel or outside the panel, duly indicating the

'Presiding Arbitrator' from amongst the 3 arbitrators so appointed within 30 days from the receipt of the names of the Consultant's nominees.

- e) If the Consultant does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed to appoint the arbitral tribunal within 30 days of the expiry of such a time provided to the Consultant.

11.5.5 Failure to appoint Arbitrators.

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then the appointment of the Arbitrator may be sought under the relevant provision of the Arbitration and Conciliation Act 1996, as amended.

11.5.6 The Arbitral Procedure

- 1) **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date the arbitrator(s) received notice of their appointment. All subsequent time limits shall be counted from such date.
- 2) **Seat and Venue of Arbitration shall be at Kochi.**
- 3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such a reference to Arbitration, the Arbitrator should ask the aggrieved party to approach the designated authority for such mechanisms before the Arbitration proceedings are started.
- 4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 5) On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise, extension has been granted by Arbitral Tribunal.
- 6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal due to the delay in making it.
- 7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 8) Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal daily, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 9) Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months under exceptional circumstances where all parties consent to such an extension. The court's approval shall require further extension if the award is not made out within an extended period. When an application for an extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.
- 10) Fast Track Procedure: The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of fast-track arbitration are:
 - a) The dispute is to be decided based on written pleadings only.
 - b) Arbitral Tribunal shall have the power to call for clarifications and the necessary written pleadings.

- c) An oral hearing may only be held if all the parties request or the arbitral tribunal considers it necessary.
- d) The parties are free to decide the fees of the arbitrator(s) for a fast-track procedure.
- 11) Powers of Arbitral Tribunal to grant Interim Relief: The parties to arbitration may approach the arbitral tribunal to seek interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.
- 12) Confidentiality: As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.
- 13) Obligation During Pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

11.5.7 The Arbitral Award

- 1) In the case of the Tribunal, comprising three members, any ruling on an award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 2) The arbitral award shall state item-wise the sum and reasons it is based. The analysis and reasons shall be detailed enough to infer the award.
- 3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- 4) The arbitrator's award shall be final and binding on the parties to this Contract.
- 5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- 6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award for claims presented in the arbitral proceedings but omitted from the arbitral award.

11.5.8 Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

11.5.9 Cost of Arbitration and fees of the Arbitrator(s)

- 1) The concerned parties shall bear the arbitration cost as per section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

- 2) The arbitrator shall be entitled to a 50 per cent extra fee if the award is made within 6 months as per provisions in section 29(A) (2) of The Arbitration Act. The Arbitrator shall also be entitled to this extra fee in cases where the Fast Track Procedure in section 29 (B) of The Arbitration Act is followed.

12. Defaults, Breaches, Termination, and Closure of Contract

12.1. Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the Consultant undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** If the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- 2) **Insolvency:** If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** If the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Consultant, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Consultant would be suspended as per GCC clause 10.6 above to safeguard needed recoveries due to invoking contractual remedies.

12.1.3 Remedies for Breaches/ Default

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the Procuring Entity, if so decided, shall

- 1) Take one; or more of the following contractual remedies:
 - a) Recover liquidated damages and invoke a denial clause for delays.
 - b) Deleted
 - c) Temporarily withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete.
 - d) Call back any loaned property or payment advances with a levy of interest at the prevailing rate [MCLR rate of SBI].
 - e) Encash and/ or Forfeit performance or other contractual securities.
 - f) Prefer claims against the insurance, if any.

- g) Terminate the Contract for default, fully or partially, including its right for Risk and-Cost Procurement as per the following sub-clause.
 - h) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.
- 2) By written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant.
- a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the Procuring Entity after that.
 - b) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.
 - c) All Defect Liability obligations, if any, shall survive despite the termination.
- 3) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Consultant of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

12.1.4 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.

12.2. Termination for Default/ Convenience of Procuring Entity or Frustration of Contract

12.2.1 Notice for Determination of Contract

- 1) The Procuring Entity reserves the right to terminate the contract, in whole or in part, for its (the Procuring Entity's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the contract. The notice shall specify that the termination is for the Procuring Entity's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the contract is terminated, and the date from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall survive despite the termination.
- 5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the Consultant's receipt of the notice of termination shall be accepted by

the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide.

- a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
- b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Consultant by paying an agreed amount for the cost incurred by the Consultant, if any, towards the remaining portion of the Services and incidental goods/ works.

12.2.2 Frustration of Contract

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause (GCC 9.6) or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.
- 2) However, the following shall not be considered as such a supervening cause
 - a) Lack of commercial feasibility or viability or profitability or availability of funds
 - b) If caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.3. Closure of Contract

12.3.1 Unless terminated earlier under GCC clauses 12.1 and 12.2 above, this Contract shall expire:

- 1) At the end of such a period after the Effective Date as specified in the Contract.
- 2) Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.
- 3) Termination and settlements after that, if any, as per GCC clause 12.1 or 12.2 above.

12.3.2 Cessation of Rights and Obligations

Upon termination of this Contract under Clauses GCC 12.1 or 12.2 hereof or expiration of this Contract under GCC clause 12.3.1, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality outlined in GCC clause 5.7. (iii) The Consultant's obligation to permit inspection, copying and auditing of their accounts and records outlined in GCC clause 5 and to cooperate and assist in any inspection or investigation, and (iv) any right a Party may have under the Applicable Law.

12.3.3 Cessation of Services

Upon termination of this Contract by notice under Clauses GCC 12.1 or GCC 12.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Consultant and equipment and materials furnished by the

Procuring Entity, the Consultant shall proceed as provided by Clauses GCC 9.4 and GCC 5.14.

12.3.4 Payments upon Termination

Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a) payment for Services satisfactorily performed before the effective date of termination; and
- b) in the case of termination under GCC clause 12.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

13 Code of Integrity in Public Procurement; Misdemeanours and Penalties

13.1. Code of Integrity

Procuring authorities as well as Consultants, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) **“Corrupt practice”** - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
- 2) **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information or participation in a Procurement Process or to secure a Contract, or in the execution of the contract;
- 3) **“Anti-competitive practice”** - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;
- 4) **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;
- 5) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Procuring Entity with an intent to gain unfair advantage in the Procurement Processor for personal gain;
- 6) **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Procuring Entity’s rights of an audit or access to information;

13.2. Obligations for Proactive Disclosures:

- 1) Procuring authorities, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to Suo-moto proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or the Ministry/Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

13.3. Misdemeanours

The following shall be considered misdemeanours - if a Consultant, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) Commits any of the following misdemeanours:
 - a) Violates the code of Integrity mentioned in GCC-clause 13.1 or the Integrity Pact if included in the Tender/ Contract;
 - b) Any other misdemeanour, e.g., supply of sub-standard quality of material/services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions.
- 2) Commits any of the following misdemeanours:
 - a) Has been convicted of an offence:
 - i) Under the Prevention of Corruption Act, 1988; or
 - ii) The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
 - b) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.
 - c) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

13.4. Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender documents or the contract, If the Procuring Entity concludes that a (prospective) Consultant directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

13.4.1 If his Proposals are under consideration in any procurement

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security;
- 2) Calling off any pre-contract negotiations and;
- 3) Rejection and exclusion of Consultants from the Procurement Process.

13.4.2 If a contract has already been awarded

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments, including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate [MCLR rate of SBI].

13.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part, to:

- 1) File information against Consultant or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Consultant or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3) Remove the Consultant or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.
- 4) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar, a Consultant, from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm:
 - a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC sub clause 13.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
 - b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 13.3 -2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

Section V: Special Conditions of Contract (SCC)

RFP Document No. T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of
Lakshadweep”

(Ref ITC-Clause 1.4)

Note for Consultants: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision in the SCC shall prevail.

GCC Clause No.	Topic	To be read as
GCC 1 General		
1.2 (14)	Definitions	Deleted
1.2 (26)	Definitions	Deleted
GCC 2 The Contract		
2.1	Language of Contract	English
2.4 (2)	Relationship between Parties	Modified
2.4 (3)	Authority of Member in Charge	Deleted
GCC 3 Governing Laws and Jurisdiction		
3.1	Governing Laws and jurisdiction	The courts of Kochi shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
GCC 4 Communications		
4.1 (2)	Communications	The effective date of such communications shall be either the date when delivered to the recipient either by email or the effective date mentioned explicitly in the communication, whichever is later.
4.2 (2)	Persons signing the Communications 2) On behalf of the Procuring Entity	Chief Engineer, CoPA and/or Contract Manager
GCC 5 Consultant's Obligations and restrictions on its Rights		
5.2	Obligation to Maintain Eligibility and Qualification	Modified
5.4	Consequences of breach by Constituents of a Consultant	Modified
5.5 (2)	Assignment and Sub-contracting	Deleted

5.5 (3)	Assignment and Sub-contracting	Modified
5.7.1 (1)	Property Rights	Modified
5.8 (2) (a)	Performance Bond/Security	Clause 5.8 (2) (a) is modified as follows: Account Payee Demand Draft drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority, payable at Kochi, from any Commercial Bank in India; Fixed Deposit Receipt in the name of FA&CAO, CoPA; Insurance Surety Bond from the Insurance Company duly approved by Insurance Regulatory and Development Authority of India in the prescribed form provided in Appendix E-2 to Format 1: Contract Form or by online mode (NEFT / RTGS) as per the Bank details given at Form T-12.
5.8 (9)	Performance Bond/Security	New Clause 5.8 (9) is added as follows: 9) If the Performance Security is not furnished within the original prescribed period by the Consultant, without prejudice to CoPA's right to forfeit EMD on failure to submit the Performance Security within the original prescribed period, CoPA may accept the Performance Security after the original prescribed period at its discretion subject to the condition that penal interest at the MCLR rate of SBI on the date of payment will be charged for the period beyond the original prescribed period and the same shall be recovered from the 1st running account bill.
5.9	Permits, Approvals and Licenses	Add following line at the end of Clause 5.9 IPZ clearance for the Projects have already been obtained.
5.9	Permits, Approvals and Licenses	New Clause 5.9.1 is added as given below: 5.9.1 The Consultant shall obtain / make their own arrangements for obtaining necessary entry permit from the UTL Administration at Kavaratti / Kochi after consultation with CoPA to enter into the Lakshadweep islands and Work site, at their own expenses. CoPA may give only recommendatory assistance for the same with no obligation thereafter. Obtaining necessary permits shall be the responsibility of the Consultant. The Consultant will not be entitled to make any claim on CoPA on the ground that

		<p>CoPA did not afford the recommendatory assistance.</p> <p>The Consultant shall submit a list of his officials to the Contract Manager whom he proposes to induct to the island for the projects, for obtaining necessary entry permits from the Lakshadweep Administration</p>
5.10	Insurances	<p>New Clause 5.10.1 is added as follows:</p> <p>5.10.1 The risks and the coverage for the insurances shall be as follows:</p> <p>a) Professional Indemnity Insurance</p> <p>Professional Indemnity Insurance, with a minimum coverage equal to value of contract price shall be submitted by the Consultant before signing of the Agreement. Professional Indemnity insurance shall cover the claims arising out of losses and/or damages during the period of insurance first made in writing against the Insured during the Policy Period and Insured shall be indemnified in accordance with Operation Clause for any breach of Professional duty by reason of any negligent act, error or omission, whenever and wherever committed or alleged to have been committed during the period of insurance and the deliberate non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies. The insurance shall be in the joint names between the Consultant and the Board of Major Port Authority for Cochin Port and shall be in force upto the Contract Period / Extended Contract Period plus six months.</p> <p>b) Third Party Insurance</p> <p>1) Workers' Compensation Insurance in respect of the Personnel of the Consultant in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate. The policy should cover the period of Consultancy.</p>

		<p>2) Group Personnel Accident insurance covering the Consultant's employees, operating from the Project site as per the Consultant's established practices.</p> <p>3) Insurance against fire, theft, damage and loss of all property owned by the Consultant at the construction site.</p> <p>4) The Consultant shall, in the joint names of the Consultant and CoPA, insure against all damages or injury occurring before all the works have been taken over to any person or to any property (other than property forming part of the works) due to or arising out of the execution of the works or during the travel to the site. Such insurance shall be effected for an amount for Rs.1,00,000/- (Rupees One Lakh only) per occurrence from the date of commencement till completion of the Contract and the Consultant shall from time to time when so required by CoPA produce the policy and the receipt for the premium.</p>
GCC 6 Procuring Entity's Obligations		
6.1 (4)	Assistance by the Procuring Entity	<p>New Clause 6.1 (4) is added as follows:</p> <p>4) The Procuring Entity shall assist the Consultant to obtain necessary entry / work permits from the UTL Administration at Kavaratti / Kochi as stated at GCC Clause 5.9 above.</p>
6.2 (3)	Facilities to be provided by the Procuring Entity	<p>New Clause 6.2 (3) is added as follows:</p> <p>3) The Procuring Entity, through the Contractor of the construction Works, will provide the Consultant a chauffeur-driven air-conditioned car to seat minimum 4 persons at each island for supervision of the Works. These Motor Vehicles shall be available round the clock on all days including Sundays and holidays. The Motor Vehicles shall have valid registration and insurance throughout the Contract Period. All consumables and stores for the safe working of these Motor Vehicles, including the Drivers shall be provided by the Contractor of the projects. The Contractor</p>

		shall be solely responsible for the upkeep and maintenance of such Motor Vehicles and also be liable for consequences arising out of any loss or damage/accident etc. caused to these Motor Vehicles or to any third person or any property while these Motor Vehicles are on or off duty.
6.2 (4)	Facilities to be provided by the Procuring Entity	New Clause 6.2 (4) is added as follows: 4) The Procuring Entity, through the Contractor of the construction Works, will provide sea worthy boat etc., as and when required by the Consultant for survey and supervision of the Works, throughout the Contract Period.
6.2 (5)	Facilities to be provided by the Procuring Entity	New Clause 6.2 (5) is added as follows: 5) The Procuring Entity, through the Contractor of the construction Works, will provide the Consultant fully equipped and furnished air-conditioned office accommodation (porta cabin) at site at two convenient locations, at eastern and western sides of each island, measuring a minimum of 30 sq.m complete with lighting, furniture, communication, wifi connectivity, One A3 laser Printer, office stationery and equipment, potable drinking water, pantry, wash-basin, toilet and other office facilities, near the Contractor's work area. This Site Office facility will continue to be made available to the Consultant all throughout the Contract Period.
6.3	Counterpart Personnel	Deleted
GCC 8: Deployment of Resources		
8.1.1 (3)	Prohibition of Smoking and Intoxicants	Modified
8.2.2 (4)	Key Personnel	Add the following sentence at the end of Clause 8.2.2(4) Regarding responsibilities, availing leave of Key Personnel etc., please refer Section VI – Terms of Reference also.
8.2.3	Non-Key Personnel	Deleted
GCC 9: Delivery of Services and Delays		
9.2 (1)	Effective Date of Contract	Modified
9.2 (1) (a) & (b)	Effective Date of Contract	Deleted
9.2 (2)	Commencement of Services	Modified as given below: The Work shall be commenced within 15 days

		from the LoA or from effective date, whichever is earlier.
9.2 (2) (a) to (e)	Commencement of Services	Deleted
9.5.3 (1) (a) & (c)	Denial Clause	Modified
GCC 10 Prices and Payments		
10.1.3	Variations	Modified as follows: In case the Contract is extended due to reasons not attributed to the Consultant, the payment per month in the extended period beyond 42 months shall be made only for the Key Personnel, as directed by the Procuring entity, at the fee provided in Form F-2 - Remuneration Cost and Form F-3 - Reimbursable Expenses of BoQ / Financial Proposal, with an annual increment of 5% during the extended period.
10.1.3 (1) to (7)	Variations	Deleted
10.2 (1)	Taxes and Duties	Modified
10.2 (2)	Taxes and Duties	Modified
10.2 (3) (c)	Taxes and Duties	Modified
10.2 (3) (d)	Taxes and Duties	Deleted
10.2 (3) (f) (i)	Taxes and Duties	Deleted
10.2 (3) (f) (iii)	Taxes and Duties	Deleted
10.2 (4)	Taxes and Duties	Deleted
10.3 (1)	Terms and Mode of Payment	Modified
10.3 (2)	Terms and Mode of Payment	Modified
10.3 (3)	Terms and Mode of Payment	Modified
10.5.1 (3)	General	Add the following at the end of Clause 10.5.1 (3) The invoice shall be raised once in two months and it shall be at the end of the respective calendar month.
10.5.1 (8)	General	Deleted
10.5.1 (9)	General	Deleted
10.5.1 (10)	General	Deleted
10.5.3 (a)	Remuneration and Reimbursable Expenses	Modified
GCC 11 Resolution of Disputes		
11.1.(3)	Arbitration	Modified

11.5.2 (1)	Authority to Appoint Arbitrators	Modified
11.5.6 (2)	The Arbitral Procedure	Modified
GCC 12 Defaults, Breaches, Termination and Closure of Contract		
12.1.3 (1) (b)	Remedies for Breaches/ Default	Deleted
12.1.3 (1) (d)	Remedies for Breaches/ Default	Modified
12.3.1	Period of Contract	36 months, which will be extended, if required, till completion of Construction Contract works and also a further period of 6 months for closing the contract documents
12.3.4 (b)	Payments upon Termination	Modified
GCC 14 Indemnification		
14	Indemnification	<p>New Clause 14 is added as given below:</p> <p>14. Indemnification</p> <p>1) The Consultant shall and hereby guarantees that the Consultant shall, indemnify and hold harmless the Procuring Entity, its Affiliates and any co-ventures for loss of and damage to property not owned by and not under the care, custody or control of the Procuring Entity and its Affiliates or any co-ventures and deaths and injuries to the extent such damage, death or injury is caused by the negligent or wrongful acts or omissions of any of the Consultant and its Affiliates arising out of or in connection with the performance of Consultant 's obligations under this Contract.</p> <p>2) Subject to the provisions of Clause 14 (3) hereof, the Procuring Entity shall indemnify and hold harmless the Consultant and its Affiliates for loss of and damage to property not owned by and not under the care, custody , or control of and its Affiliates and deaths and injuries to the extent such damage, death or injury is caused by the negligent or wrongful acts or omissions of any of Procuring Entity and, its Affiliates arising out of or in connection with the performance of the Procuring Entity's obligations under this Contract.</p> <p>3) The Consultant shall indemnify and hold harmless the Procuring Entity including its employees, servants and</p>

		<p>agents against any loss or liability that may arise on account of death of or injury to the Consultant's personnel and loss or damage to the Consultant's property.</p> <p>4) The Procuring Entity shall indemnify and hold harmless the Consultant including its employees, servants and agents against any loss or liability that may arise on account of death of or injury to the Procuring Entity's personnel and loss or damage to the Procuring Entity's property.</p> <p>5) Effect of Insurance.</p> <p>(a) The obligations of the Consultant to indemnify and hold harmless the Procuring Entity against claims referred to in Clauses 14 (1) and 14 (2) shall not be limited or reduced by any insurance provided in accordance with Clause 5.10 except to the extent that the proceeds of any such insurance shall be applied to reduce claims made against the Procuring Entity.</p> <p>(b) The Procuring Entity shall release and hold the Consultant harmless from and against any claim for loss or damage to the Construction (including materials for incorporation therein) or other property of the Procuring Entity.</p> <p>(c) The Procuring Entity shall indemnify and hold the Consultant harmless from and against any claim by a third party (other than the Consultant's employees) for loss or damage to property or death or injury to persons which arises out of the Project, except where such loss, damage or injury is due to negligence or default of the Consultant, its affiliates, personnel or any of them.</p>
GCC 15 Safety Measures		
15	Safety Measures	<p>New Clause 15 is added as given below:</p> <p>15. Safety Measures</p> <p>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 the Procuring Entity on the above will be recovered from the</p>

		<p>Consultant from any amount that may be due from the Procuring Entity 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 the Procuring Entity and the authorities of concerned Police station of Lakshadweep Island / Kochi City Police / Police station near to the project location anywhere in India, as the case may be, about the accident in writing giving full particulars of accident and the details of the workmen involved including their name, age and company.</p>
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Section VI: Terms of Reference [ToR]

RFP Document No. T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands
of Lakshadweep”

(Ref ITC-Clause 1.4)

Note for Consultants: Regarding this Section, Consultants must fill following forms:

- a) *Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity*
- b) *Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference*
- c) *Form T-5: Work Schedule and Planning for Deliverables*

Terms of Reference

(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 10 islands are inhabited (including the Island resort of Bangaram). Islands are scattered to the west of Kerala Coast at a distance varying from 220 to 440 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. They lie between 8° N to 12° 30' N latitude and between 71° E to 74° E longitude.

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.

All inhabited Islands of Lakshadweep are provided with ferry jetties located inside the lagoon on the western side of the islands, whereas two Islands i.e. Androth and Kalpeni are provided with wharf inside partial breakwater.

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 sea is the highway 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.

Union Territory of Lakshadweep (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, CoPA shall undertake and execute all the Port and Harbour development works under State / Central sector projects, as per requirements given by UTLA.

To move forward in this direction, CoPA has appointed M/s. Assystem India Limited (AIL), Chennai, formerly known as M/s. 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. Based on the DPRs prepared by the Consultant, MoSP&W has conveyed in-principle approval for the Western and Eastern Side Jetty and Associated Landside facilities of Kadmath and Kalpeni islands of Lakshadweep. Accordingly, tenders for 'Construction of Jetties, Landside facilities and allied facilities at Eastern and Western sides in Kadmath and Kalpeni Islands of Lakshadweep' were invited as separate tenders for each island and Work Order for two works are being issued to the L1 bidder for tendered amounts of Rs.283.68 crore and Rs.287.55 crore respectively..

In order to supervise the Project during execution stage, CoPA [the Procuring Entity] seek to secure the services of a well experienced & reputed Project Management Consultant (PMC) in the fields of Project Management, Procurement Services, Supervision and Construction Management, Quality & Safety Monitoring, Certification of Contractor's invoices for payment, Timely Execution and complete technical support until Commissioning of the Project and liaison with other government bodies etc. as per the Scope of Work detailed in this ToR.

Minimum regular / contract Engineers of the Procuring Entity will also be deployed at each site for coordination with UTLA.

(2) PROJECT INFORMATION

The Consultant, M/s. AIL has prepared the DPR for the islands Kadmath and Kalpeni, based on which MoPS&W has accorded the approval. The various components envisaged in the Project are as follows:

2.1 At Kadmath

The major components of the Project as per DPR furnished by the Consultant, M/s. AIL, , are as given below:

a) Eastern Side

- (i) Construction of Jetty of size 360 x 20m
- (ii) Construction of Approach Trestle of length 310m and width varying from 10m to 18.40m
- (iii) Construction of Passenger Facilitation Centre of about 1150 sqm including lounge, gatehouse with all utilities, landscaping etc.
- (iv) Construction of Ware House of 200 sqm, Security Cabin of 64 sqm
- (v) 136m Road connecting the Approach Trestle to existing road network.
- (vi) Providing utilities such as water and power supply, fire fighting, CCTV including night vision, aesthetic lighting, illumination, navigational aids, gangway, handling equipments etc.

b) Western Side

- (i) Construction of Jetty of size 70 x 12m
- (ii) Construction of Approach Trestle of length 75m and width varying from 10m to 18.40m
- (iii) Construction of Passenger Facilitation Centre of about 1450 sqm including lounge, gatehouse with all utilities, landscaping etc.
- (iv) Boat landing area and ancillary facilities which includes a fuel station of 75 sqm, ice plant of 150 sqm, boat repair yard of 150 sqm, pump house of 220 sqm.
- (v) Construction of Finger Jetty of size 50 x 8.50m
- (vi) Road connecting the Approach Trestle to existing road network and boat landing facilities to existing road network.
- (vii) Providing utilities such as water and power supply, fire fighting, CCTV including night vision, aesthetic lighting, illumination, navigational aids, gangway etc.

2.2 At Kalpeni

The major components of the Project as per DPR furnished by the Consultant, M/s. AIL, , are as given below:

a) Eastern Side

- (i) Construction of Jetty of size 360 x 20m
- (ii) Construction of Approach Trestle of length 130m and width varying from 10m to 18.40m
- (iii) Construction of Passenger Facilitation Centre of about 1150 sqm including lounge, gatehouse with all utilities, landscaping etc.
- (iv) Construction of Ware House of 200 sqm, Security Cabin of 64 sqm
- (v) 136m Road connecting the Approach Trestle to existing road network.
- (vi) Providing utilities such as water and power supply, fire fighting, CCTV including night vision, aesthetic lighting, illumination, navigational aids, gangway, handling equipments etc.

b) Western Side

- (i) Construction of Jetty of size 70 x 12m
- (ii) Construction of Approach Trestle of length 225m and width varying from 10m to 18.40m

- (iii) Construction of Passenger Facilitation Centre of about 1450 sqm including lounge, gatehouse with all utilities, landscaping etc.
- (iv) Boat landing area and ancillary facilities which includes a fuel station of 75 sqm, ice plant of 150 sqm, boat repair yard of 150 sqm, pump house of 220 sqm.
- (v) Construction of Finger Jetty of size 50 x 8.50m
- (vi) Road connecting the Approach Trestle to existing road network and boat landing facilities to existing road network.
- (vii) Providing utilities such as water and power supply, fire fighting, CCTV including night vision, aesthetic lighting, illumination, navigational aids, gangway etc.

Layouts of Jetties, Landside facilities and allied facilities at Eastern and Western sides in Kadmath and Kalpeni Islands are Annexed for reference.

(3) OBJECTIVES OF ASSIGNMENT

The aim of this consultancy service is to provide qualitative and multidisciplinary technical services for Project Management, Procurement Services, Supervision and Construction Management, Quality & Safety Monitoring, Certification of Contractor's invoices for payment, timely execution and liaison with other government bodies, for the works of (i) "Construction of Jetties, Landside facilities and allied facilities at Eastern and Western sides in Kadmath Island of Lakshadweep" and (ii) "Construction of Jetties, Landside facilities and allied facilities at Eastern and Western sides in Kalpeni Island of Lakshadweep" at Kadmath and Kalpeni islands of Lakshadweep, including extending technical assistance during execution till completion of the contract works and its closure. The contract for the two islands are being concluded as two separate contracts on EPC basis.

Cochin Port wishes to engage a Project Management Consultant (PMC) (the "Consultant") for period of 42 months or 6 months after the completion of the Construction Work, whichever is later, to enable Port in discharging its functions / responsibilities effectively and efficiently. The Consultant as per the Terms of Reference (ToR) will work with Port officials in discharging its functions / responsibilities for overall management of the Project, including project planning, budgeting, supervision, monitoring and evaluation, reporting and coordination to ensure project development in accordance with the Port's development strategy and various other compliances.

The Consultant would act as a vital link between Port and the working teams and ensure coordinated execution. The Consultant will actively shape agendas, participate and drive meetings, bring in outside-in topic expertise, proactively challenge content and targets set by consultants to maximize value, and not just play a coordinating role. The Consultant will track progress, ongoing basis and step in where necessary to ensure that the overall Port objectives are being achieved.

The Consultant has to provide services up to completion of the Project and handing over the facilities to UTLA. The Consultant on behalf of the Procuring Entity will be responsible for overall project management covering site supervision etc. up to commissioning. At every stage of project life cycle, the principles of pro-activeness and creating the win-win situation is necessary keeping in mind the Procuring Entity's requirements.

In this PMC, the Consultant shall function in the capacity as Engineer's Representative and the Engineer's role shall continue to be with Engineers of Cochin Port Authority.

The Project Management Consultant's main responsibility is to ensure execution of Work with due controls for safety, quality control and project progress monitoring. It shall also include the project planning, scheduling, monitoring and coordinating the Works with various

agencies and vendors, with economical execution and quality assurance and completing the Project within stipulated time and respecting the labour laws.

(4) PROPOSED PROJECT MANAGEMENT CONSULTANT FRAMEWORK

The main features of Project Management Consultant Framework formulated for the Assignment are:

- (i) Cochin Port will administer the Project.
- (ii) To administer the Contracts under the Assignment, Cochin Port will be the contractual Authority and Chief Engineer and / or Contract Engineer will act on behalf of the 'Port.
- (iii) The Consultant shall be the 'Engineer's Representative or PMC' for the Project. The "PMC" shall recommend for the necessary measurements and control the quality of works and shall make all engineering decisions required during the implementation of the Contract. However, the Consultant shall also provide their detailed recommendation with supporting documents of the Port with regard to the following usually within 3 days (maximum within 7 days) on its receipt:
 - (a) Recommendation on variation order with financial implications, if any required during the course of work.
 - (b) Recommendation on variations in work quantities which attract for fixation of rates.
 - (c) Recommendation on additional items, sums or costs and variations of rates and prices.
 - (d) Recommendation for any extension of contractual time limits.
 - (e) Recommendation on Stopping and/or termination of the Contract for Works.
- (iv) The Consultant shall provide their detailed recommendation with supporting documents to the Port with regard to the following usually within 3 days (maximum within 7 days) on its receipt:
 - (a) Recommendation on variation order with financial implications, if any required during the course of work.
 - (b) Recommendation on variations in work quantities which attract for fixation of rates.
 - (c) Recommendation on additional items, sums or costs and variations of rates and prices.
 - (d) Recommendation for any extension of contractual time limits.
 - (e) Recommendation on Stopping and/or termination of the Contract for Works.

(5) SCOPE OF THE CONSULTANCY SERVICES

The Scope of Work under the proposed Assignment shall mainly include but not limited to the following:

- (a) Visit the sites at Lakshadweep prior to the commencement of work at site for advance actions for handing over of site.
- (b) Ensuring that the work is executed as per the architectural and services drawings and structural design and drawings submitted by the EPC Contractor and vetted by the reputed organisations like IIT/NIT and reviewed and approved by the Proof Consultant appointed by the Procuring Entity.
- (c) Approval of Technical Specifications for the Electro-Mechanical Items / Equipments submitted by the EPC Contractor as per the Bid Document.
- (d) Assist the Procuring Entity/ UTLA/ Contractor to obtain necessary administrative approvals from statutory bodies & competent authorities, if required, for the execution of Work.
- (e) Identification of additional investigation/studies, if any required.
- (f) Timely completion of the contract with due diligence and quality and complying with the Agreement conditions, specifications etc.

- (g) Assistance to the Procuring Entity on disputes/Arbitrations/CTE/CVC/CAG audit query/ comments including responsibility on technical details and overall performance of the system.

(6) PROJECT MANAGEMENT CONSULTANCY - TECHNICAL, IMPLEMENTATION SUPPORT & ASSISTANCE WHILE EXECUTING THE WORKS BY EPC CONTRACTOR – CONSTRUCTION MANAGEMENT AND SUPERVISION

- (i) The Consultant shall organise, plan, supervise and manage the construction activities as a whole. The Consultant shall undertake all activities related to the technical site supervision, contract management, cost checking/ controls, quality assurance/quality control, monitoring safety related issues, equipment trials, booking of work done measurements, finalization/ certification of bills and overall co-ordination, and providing comprehensive contract administration services to administer the construction contract, issuing site instructions, managing progress with respect to program, valuing progress claims and assessing variations and claims for the extensions of time and cost, as required.
- (ii) The Consultant shall establish a multi-discipline team for the Project Management Services having all the requisite & necessary skills for professional management of the Project on behalf of the Procuring Entity. An Organogram comprising minimum technical persons of various disciplines at various phases of construction with the approval of CoPA must be maintained by the Consultant at site. Organogram of the Consultant at site shall be given to the Procuring Entity for review and approval.
- (iii) Members of the team may be located at various levels that are most appropriate for the efficient management of the Project. Prime responsibility of the Consultant shall be to complete the Work within the schedule time, cost & as per the scope of the Agreement. In general, Consultant shall act on behalf, and report to, and shall be responsible for managing the overall Project in detail and directing Vendors / Contractors and others on behalf of the Procuring Entity, for taking or recommending appropriate action to complete the Project on time and within the budget.
- (iv) The Consultant shall:
- 1) Plan, organize & control the Project for timely execution of Project. The Consultant shall take corrective action in case of any deviation to correct the Project path.
 - 2) Visit the proposed sites, assess the physical conditions of the site, locate the various components including land for construction yard etc. and collect the data available with CoPA / UTLA / LHW and other authorities, required for the subject Assignment, prior to the commencement of work at site for advance actions for handing over of site.
 - 3) Be responsible for actual setting out data and issue the same for execution.
 - 4) Organize Kick-off meetings held with the Contractors / Vendors, at office of the Procuring Entity at Kochi / UTLA office at Kavaratti, without any additional cost to the Procuring Entity. Minutes of the Kick off meeting shall be prepared by the Consultant and submitted to the Procuring Entity for approval.
 - 5) Review the Quality Assurance Plan submitted by the EPC Contractor and shall convey its comments to the EPC Contractor within a period of 3 (Three) days stating the modifications, if any, required thereto. The sampling methods and the acceptance criteria shall be as per the Indian/international standards/standard engineering practices.

- 6) Initiate actions for timely issue of drawings by the EPC Contractor / Proof Consultant.
- 7) Review the detailed implementation methodology submitted by the Contractor including but not limited to, co-ordination procedure with Port and EPC Contractor / Vendor.
- 8) Scrutinize the EPC Contractor's detailed work programme, suggest modifications, if any, in the work programme after a careful study keeping in view the overall interest of the project and recommend the same for approval of the Procuring Entity.
- 9) Recommendation for Approval of design documents/ GA diagram for the Electro-Mechanical items submitted by the EPC Contractor as per the Bid Document.
- 10) Identify the various elements of Work, their interdependencies and review action plan submitted by the EPC Contractor in line with the Procuring Entity's requirement. The Consultant shall administer and manage all Contracts placed for execution of the Project on behalf of the Procuring Entity.
- 11) Scrutinize the construction methods and activity proposed by the Contractor for all works of the Project, keeping in view, to ensure that these are satisfactory with particular reference to the technical requirements, Project implementation schedule and environmental aspect as well as safety of works, personnel and the general public.
- 12) Assist EPC Contractor in liaoning and coordinating with the local authorities.
- 13) Scrutinize and approve the EPC Contractor's charts and drawings, other than the Good For Construction drawings, as required for execution.
- 14) IPZ clearances have been obtained for the Projects. However, Consultant shall initiate and provide assistance for obtaining any other clearances, if any, required / renewal of existing clearances from the Government of India, Lakshadweep administration and any other statutory bodies.
- 15) Provide assistance to obtain all requisite approvals / permissions and liaison with other government bodies etc. for the smooth execution of the Project.
- 16) During the execution, the Team Leader shall periodically inspect the work to ensure that the works are executed as per the proposed designs and plan and the supervision by their team is carried out complying with the Agreement conditions, specifications, drawings etc. There shall be minimum of one inspection in two months along with officials of the Procuring Entity except under special circumstances. The Consultant shall submit Inspection Reports to CoPA / UTLA, bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Consultant shall include in its Inspection Report, the compliance of the recommendations made by the Consultant.
- 17) Timely review & approve all design, data sheets, documents etc. required by the Contractor/ Vendor, other than the scope of the Proof Consultant, for placement of the Purchase Order for the bought out items and execution of the Project as per the agreed schedule.
- 18) Timely take decisions for smooth progress of the Work in consultation with the Procuring Entity.
- 19) Carry out Site supervision, project management and commissioning. **The Consultant shall maintain all records as required by the Procuring Entity in the prescribed formats which is required for audit / vigilance / arbitration purpose.** However, during the execution, the senior officials of the Procuring Entity shall periodically inspect the Work to ensure that the Works are executed as per the

proposed designs and plan. Minimum number of the Procuring Entity officials shall also be posted at the site and the Consultant shall provide all assistance to the Procuring Entity.

- 20) Maintain all site registers like Daily Work history, Hindrance register, Cement Register, Steel Register, Site order register, Material/Equipment Receipt Register, Material Testing Records, Computerised Measurement Book/ Register, other registers etc.. as per the Procuring Entity's ISO Instruction Manuel.
- 21) Provide technical staff as required for day to day site supervision and management of EPC Contractor's Work. The Consultant shall ensure that sufficient staffs are deployed at office / site during execution of Work as per the requirements detailed at Table 1. The Consultant shall deploy the team as specified in Table 2 in each discipline for supervision at each island. The personnel specified in Tables 1 & 2 are the minimum number and the Consultant shall ensure that sufficient staffs are deployed to ensure that the work is carried out as per Agreement conditions, specifications, drawings etc. as per the instruction / requirement of the Procuring Entity.
- 22) Inspect the performance of Works with regard to workmanship and compliance with the specifications, order/supervise/perform tests on materials and/or work and approve/disapprove the EPC Contractor's plant and equipment.
- 23) Associate with the Work tests being carried out by the EPC Contractor and undertake additional tests as necessary to assess the nature of material.
- 24) Carry out comprehensive technical supervision of the Works to ensure their quality and conformity with the standards and specifications as per Contract. In addition to assessing and checking the laboratory and field tests carried out by the EPC Contractor, the Consultants shall carry out independent tests as necessary to establish their nature of material through approved external laboratories.
- 25) Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.
- 26) Conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Consultant may require.
- 27) Test check at least 50 (fifty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor. The criteria for acceptance/ rejection of their results shall be determined by the Port's Engineer in accordance with the Quality Control Manuals and recommendation of the Consultant. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 28) In the event that results of any tests conducted establish any Defects or deficiencies in the Works, the Consultant shall require the EPC Contractor to carry out remedial measures.
- 29) Obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued.
- 30) Witness all test and inspections and certify tests in India or abroad.
- 31) Conduct factory acceptance tests, wherever required for which transportation and accommodation will be provided by the Contractor.
- 32) Conduct regular review meetings with Contractors / Vendors.

- 33) Inspect the Construction Works and the Project and shall submit weekly/ fortnightly progress reports to the Procuring Entity / UTLA, bringing out the results of inspections and the remedial action taken by the EPC Contractor in respect of Defects or deficiencies. In particular, the Consultant shall include in its Inspection Report, the compliance of the recommendations made by the Consultant.
- 34) Carry out regular inspection of the EPC Contractor's equipment, plant, machinery, installations, housing, medical facilities etc. and ensure they are adequate and are in accordance with the terms and conditions of the Contract in respect all complying with statutory requirements pertain to construction, labour, insurance and any other requirements imposed by the statutory bodies time to time.
- 35) Direct the EPC Contractor to carry out all such Works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Procuring Entity thereof as soon thereafter as is reasonably practicable.
- 36) Conduct regular Quality & Safety Audits, during Project execution, during the site inspections.
- 37) Monitor, appraise and report to the Procuring Entity on the quality and safety aspects of engineering, design and construction by Contractors involved in the Project.
- 38) As a part of Project Management, follow-up with all the vendors through e-mail / telephone so as to ensure that the materials are supplied to the sites in time and there is no idling of the EPC Contractor. the Procuring Entity shall facilitate meetings for expediting which has to be attended by the Consultant also.
- 39) In case staggered delivery, planning of the materials procurement in coordination with Vendor such that each location supply is completed as per the Schedule drawn. Monitoring, appraising and reporting to the Procuring Entity on procurement activities for each location by the Vendors.
- 40) Supervise the EPC Contractor in all matters concerning safety and care of the Work including environmental aspects and labour welfare.
- 41) Implement a system for monitoring the progress of Work based on the computer based project management techniques such as MS Project or Primavera or any approved software and submit report showing target and actual progress in first week of every month.
- 42) Systematically check the progress of Work and order the initiations of Work which is the part of the Contract.
- 43) Maintain upto date status of all the various activities and other allied Works against the original schedule for completion of Work.
- 44) Maintain upto date records of remaining quantities in the Work and monitor the expected Project cost based upon the remaining quantities.
- 45) Conduct meeting with the Vendors / Contractors & the Procuring Entity fortnightly and meeting with the Vendor/ Contractor weekly to ensure smooth progress & iron out issues, if any.
- 46) Investigate and initiate early actions with regard to the delays in the execution of Works. Submit Monthly Progress report as listed elsewhere in the Contract along with updated progress chart. The progress report needs to be presented every month to the Procuring Entity. The Team Leader shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultants' Team shall be

objective and shall substantiate any event/recommendation with factual data and information. The Progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual Work done and/or any other widely accepted superior methods of representation.

- 47) Throughout the progress of the Project, certain changes by virtue of site or other unforeseen conditions may be required. Changes may be required to plans and / or specifications due to site conditions being at variance with those assumed during design. The Procuring Entity should be advised of any such changes and of any variation orders deemed necessary. When such conditions arise, an appropriate draft variation order shall be prepared and submitted to the Procuring Entity for approval. Each draft variation order shall be accompanied by an analysis concerning the appropriate amount by which payments to any Contractor are to be increased or decreased as a result of the changes to the work included in the variation order. In the case of mechanical and electrical Works, the Consultant shall prepare a list of deviations if any from the approved drawings and layout and suggest cost implication in this regard before the Procuring Entity before taking over of the Project.
- 48) Maintain upto date status of all the various activities and other allied Works against the original schedule for completion of Work.
- 49) Maintain upto date records of remaining quantities in the work and monitor the expected Project cost based upon the remaining quantities.
- 50) Recommend any financial recovery along with back up documents/ Rate analysis owing to any deviations taken during execution of Project against the Bid Document specification, terms & condition.
- 51) On behalf of the Procuring Entity administer the changes in the scope, if any, of EPC Contractors and report the same to the Procuring Entity.
- 52) Record measurements, Prepare Running Account bills, Check measurement, Certification of EPC Contractor's invoices for payment and forward payment recommendations to the Procuring Entity. Progress payments will be made to the EPC Contractor as per the order terms, based on the bills submitted by the EPC Contractor and certification by the Consultant. In this regard, the Consultant shall maintain measurement of completed work for works and photographic records and test reports of Works progressing at site. The Consultant shall check and certify all requests for advances, all monthly bills, interim bills, escalation bills and final bill of the EPC Contractor in a timely manner, usually in the 2-3 days of submission of bill.
- 53) Measurement of all works shall be as per Bureau of Indian Standard Specifications, which are vogue in practice.
- 54) Maintain General records of all labour, insurances, labour licenses, security passes issued for the EPC Contractor's workers, wage rates paid by the EPC Contractor etc.
- 55) Plan and monitor expected payment schedule for the entire Project for arrangement of cash flow from the Procuring Entity in order to avoid hindrance to the Project.
- 56) In the event that the Contractor fails to achieve any of the Milestones, undertake a review of the progress of construction and identify potential delays, if any. If the Consultant shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Consultant shall review the same and send its comments to the Procuring Entity and the Contractor forthwith.

- 57) Monitor the execution of Work and intimate immediately to the Procuring Entity in case any variations along with the reasons for processing the Change PO.
- 58) Work out the cost of additional work done arising out of the Project scope but not included in the scope of the EPC Contractor. The same shall be forwarded to the Procuring Entity along with recommendation.
- 59) A Revised Cost estimate (RCE) is required to be prepared and submitted to the Procuring Entity / UTLA by the Consultant, if the expenditure on the Project is likely to exceed the estimate sanctioned (SE) by the Procuring Entity / UTLA for it by more than 10%. The revised estimate shall contain the following analysis:
 - a) Variation between RCE & SE for each sub-head of SE.
 - b) Break up of each variation into –
 - 1) Change in the scope of work (variation in quantities or quality).
 - 2) Additional items of work.
 - 3) Increase in the prices of labour and material.
 - 4) An explanation for each variation.
 - c) Any other Analysis as required for obtaining the Procuring Entity / UTLA approval.
- 60) Ensure that all the issues related to various Contracts are settled amicably with the Contractors/ Vendors. The Consultant shall provide necessary assistance to the Procuring Entity and prepare suitable replies to address the claim / grievances / disputes of the Contractors / Vendors as and when they arise.
- 61) Assist the Procuring Entity to co-ordinate the activities of all EPC Contractors / Sub Contractors / Vendors in such a way that the Project is successfully commissioned within the time specified.
- 62) Recommend for Time extension of the EPC Contractors if the delay is not attributable to them along with all the facts & back up documents.
- 63) Scrutinize and advise the Procuring Entity upon the claims raised by the EPC Contractor, if any.
- 64) Prior to the commissioning phase, review the Contractor's commissioning plan and comment on adequacy and suitability of the proposal. Commissioning procedures and final tests to be performed by the Contractor/supplier shall be verified / witnessed and approved by the Consultant. It is essential that the operators and / or other selected personnel of the Procuring Entity /UTLA, who will later be associated with the operation of the new facilities, should be in attendance during the final acceptance testing.
- 65) Inspect the Works on substantial Completion before taking over and indicate to the Procuring Entity any outstanding Work or additional Work required, if any, to be carried out by the EPC Contractor before issue of completion certificate by the Procuring Entity.
- 66) Certify the testing and commissioning of all systems.
- 67) Submit all the 'As-built'/ 'As installed' drawings/documents/digital records on completion of the construction to the Procuring Entity as permanent records of the As-constructed /As-installed works within 2 months of the completion of the Contract to which they relate. Three sets of hard copies and soft copies [in editable format also] in pen drive shall be furnished to the Procuring Entity. The O&M manuals should be accompanied by the appropriate specifications, vendors' data, spare parts lists and similar aspects.

- 68) Issue a final "Taking-over Certificate" on completion of the remedial snag works, as appropriate for all Works associated with the Project.
- 69) Once the Taking Over certificate is issued, the Consultant shall be under an obligation to inspect the above system in frequency of six months during the defect notification period of two years regardless of the defects noticed.
- 70) On completion of Construction Work, before issuing of completion certificate to the EPC Contractor, the Consultant shall collect from the Contractor and provide to the Procuring Entity, photographs, detailed design calculations, as built drawings and facilitate the EPC Contractor in obtaining certificate from the Procuring Entity in respect of satisfactory completion of Work.
- 71) The completion certificate shall be prepared by the Consultant and it shall be jointly issued by the Consultant and the Procuring Entity to the Contractor on satisfactory completion of the Work.
- 72) Assist in preparation of presentations and reports to be submitted to Ministry/UTLA/other authorities, whenever required.
- 73) Provide necessary guidance to the Procuring Entity and prepare suitable draft replies to address the claim / grievances / disputes of the Contractors / Vendors as and when they arise. Despite the above, if any Arbitration / Court cases arise the Consultant shall be responsible for providing necessary assistance to the Procuring Entity in connection with these proceedings from the date of award of this Contract upto a period of five years from the date of handing over of last location on completion. The rates quoted by the Consultant shall be all inclusive and such cost of providing assistance for arbitration proceedings shall be borne by the Consultant. All records are to be maintained by the Consultant for a period of above cited five years.
- 74) Provide professional services, technical assistance and furnish information after the commissioning of the Project for settlement of any disputes, arbitrations, CTE/CVC/CAG audit query / comments and any other statutory bodies etc. in the planning and procedure of execution of this Project, as may be required by the Procuring Entity /UTLA, for a period of 5 (Five) years from the date of handing over of location on completion.
- 75) Assist and provide all documentation required by various audit teams of the Procuring Entity and other statutory audits. Consultant shall be responsible for preparing and maintaining all documents in required formats which are required by statutory auditors. All records to be maintained by the Consultant for a period of 5 (Five) years from the date of handing over of location on completion.

(7) OTHER DOCUMENTATION

The Consultant shall also maintain a record of the following:

- (a) Validity of Performance Security / Performance Bank Guarantee / Insurance Surety Bond to be maintained as per the Procuring Entity requirement. All the originals will be in the custody of the Procuring Entity. However, advice for timely extension and release should be given by the Consultant during the tenure of the consultancy.
- (b) Warrantee / Guarantee – all the guarantees / warrantees of the equipments / materials / purchases made should be handed over to the Procuring Entity in original.
- (c) List of Drawings – All the Good For Construction drawings and other drawings / documents based on which the work is executed.

(8) QUALITY ASSURANCE PLAN

The Consultant has overall responsibility to the Procuring Entity for quality management throughout the Project. The Consultant shall prepare an integrated overall Quality Assurance Program (QAP) in discussion with the Contractor which satisfies recognized international standards e.g. ISO, BS, ASME, OISD, ASTM, API etc.

The Consultant shall have an established quality management organization which shall be responsible for monitoring and auditing compliance with the QAP throughout the whole Project. The organization shall comprise sufficient numbers of suitably trained and qualified staff to ensure that all requirements of the QAP are satisfactorily implemented by the Vendors.

The QAP shall cover, but shall not be limited to:

- (a) Scope of Third Party Inspection agency for the bought out items including all hold points/ review points.
- (b) Quality audits, once in every quarter, at each location during execution of the project & submitting the report to the Procuring Entity highlighting adherence to the QAP.
- (c) Verification and approval of methods used and documentation produced during engineering and construction work.
- (d) Inspection, handling and identification of equipment and materials, and proper documentation.
- (e) Planning, agreement of methods, and techniques, supervision, inspection, acceptance and proper verification and acceptance of documentation during construction work.
- (f) Field inspection and testing procedures.
- (g) Consultant to assist the Procuring Entity in filing insurance claim, if any. Consultant shall provide services for ascertaining repair cost and consultant to carry out inspection for repair of material or replacement.
- (h) Operating, maintenance and training manuals in coordination with the Vendor.

The Consultant shall prepare for the Procuring Entity's approval and execute a program of quality audits for its own, and Vendors activities. Such program shall be submitted as part of the QAP for the Procuring Entity's approval. the Procuring Entity shall have the option to provide representatives to participate in any quality audits carried out on the Project.

the Procuring Entity reserves the right, with due notice, to carry out audits of Consultant's activities for compliance with QAP.

(9) SITE SUPERVISION

The Consultant shall depute experienced Project Engineer and other Engineers as per Table 1 & 2 for supervision of Work executed by the EPC Contractor. The Engineers deputed shall be well versed with the Site job & shall be capable of taking day to day decisions at site. The total project envisages multi disciplinary team of Engineers required at site for execution of jobs at the same time or in stages. All expenses for maintaining the Engineers deputed at site shall be borne by the Consultant including their accommodation and logistic costs. The Work fronts may/may not be available in one single slot and staggering placement of Engineers shall be done on case to case basis. The Engineers shall be posted at site for the relevant branch of engineering depending upon the job requirement. The same shall be planned by the Consultant and deployed for the period required. Once the job for the particular discipline of engineering is over the Engineer shall

be demobilized. No payment shall be made for mobilization or demobilization of Engineers at site. Project Engineer shall provide close and meticulous supervision to ensure quality & ensure qualitative & quantitative deliverable and safe execution of the Project. Supervision of work during evening, nights and during holidays as required is deemed to be included in the scope. The Consultant shall be deemed to have full knowledge of the applicable codes and standards, laws and regulations, safety rules and regulations, conditions of labour, local conditions and environmental aspects and shall comply with the requirements thereof wherever applicable. These activities shall include, but not be limited to, the following:

- Ensure that Work is carried out as per the Agreement / Bid Document of the EPC Contract(s), approved drawings, design & data sheets.
- Monitor day to day execution & ensure that progress at site is as per the Project schedule.
- Ensure Round the clock supervision, whenever required.
- Review and recommend to the Procuring Entity on the adequacy of EPC Contractors' supervisory personnel, and craftsmen in terms of qualifications and numbers.
- Coordinate the activities of EPC Contractors and their respective subcontractors, if any.
- Review the approved construction plan on fortnightly basis. If any time lag is observed in the progress, the Consultant to analyze & advice party for additional steps to be taken to boost the job progress and make recommendations to the Procuring Entity on any action to be taken to maintain schedule.
- Review and recommend regularly on EPC Contractors' allocation of manpower and construction equipment.
- Review and approve, on the Procuring Entity's behalf, after getting approval from the Procuring Entity, EPC Contractors' work methods, with special emphasis on safety and quality.
- Review and approve the procedures proposed by EPC Contractors for the inspection by the Consultant of each item of construction work and the witnessing by the Consultant of each construction activity in so far as inspection and witnessing are required.
- Supervise, inspect and certify that quality of the EPC Contractors' Work to ensure that all Work is adequate for the purpose intended, is in accordance with good engineering and construction standards and practices, drawings and specification, and is in accordance with the quality assurance program and conforms with the contract provisions.
- Ensure that adequate records are maintained, so that expediting for rectification, if required, is easy and systematic. All reports and documents prepared by the Consultant for supervision shall be professional, precise and objective. The report formats shall be finalised in Consultation with the officials of the Procuring Entity.
- Maintain one hard copy of all documents and drawings at Site.
- Attend all meetings as required through VC.
- Review and certify the Contractors' claims. Certify and recommend to the Procuring Entity on the progressive payments of the work according to the work completed.
- On behalf of the Procuring Entity supervise and agree with Contractors on a phased completion program, to facilitate a logical completion program.

- Closing the all open work orders / contracts to close project sites.
- Review EPC Contractors' detailed proposals for the startup and the conduct of the performance tests, and advise the Procuring Entity and the Contractor accordingly to ensure that all the activities will be carried out in a safe and efficient manner.
- Report immediately about any use of materials not in accordance with the drawings, specification and contract, and supervise its removal from job site.
- Supervise all works required for modifications requested or approval by the Procuring Entity in accordance with the Project procedures.
- Review and recommend safety and labour relations procedures prepared by EPC Contractors in line with all applicable codes, regulations and the Procuring Entity requirements. Monitor safety and labour relations and take action on behalf of the Procuring Entity on all problems, violations and inquiries.
- Inspect and record site activities and oversee that documentation is kept up-to-date and in first rate condition in preparation for completion of the Project.
- Ensure that all As-built drawings for the Project are recorded correctly and compiled and submitted by the EPC Contractors as stated in the Contract. Consultant shall submit the same to the Procuring Entity after approval.
- Maintain all registers, quality records & other documents as listed elsewhere in the Tender document.

(10) QUALITY CONTROLS AT SITE

- To review & check all the hold points/checkpoints identified in the Quality Assurance Plan
- To ensure that all the incoming material are in line with the Inspection report.
- To make incoming material inspection report for all the materials received.
- To ensure all materials are used at site as per Work orders.
- To ensure all Materials/Equipments used are technically suitable for the work being done.
- Testing & approval of Civil Materials, mechanical & electrical items etc. as per the requirement defined in the Bid Document.
- Testing & approval of any other materials, as required, to be used at Site.

(11) SAFETY COMPLIANCE AT SITE

Project Engineer shall be responsible for safe execution of the Project. It shall be ensured by the Safety Officer / HSE Engineer that all safety practices are meticulously followed by the Vendors/ Contractors & their subcontractors at site. In addition Safety audit, at regular interval (minimum once in every quarter) shall be conducted at each site by Consultant's Senior officers.

Safety Officer / HSE Engineer's responsibility is to monitor all safety activities on the job site and report his findings. The Safety / HSE Engineer in charge of safety shall make periodic safety inspections of the job site jointly with the superintendents of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on the entire supervisory organization of the contractor and

subcontractors. Each location shall require enforcement of approved safety rules and procedures by EPC Contractors and Sub-contractors.

(12) BILL CERTIFICATION

- It will be the responsibility of the Consultant to ensure that bills are certified timely to ensure the cash flow to the various Vendor/ Contractors at each site.
- The Consultant shall ensure for Timely Measurement in Computerised Measurement Books of site Works & certifying the RA Bills for onward submission to the Procuring Entity in the prescribed format for processing the bills.
- Prepare the payment master table to ensure that double billing is not done at any point of time.
- The Contract Documentation & Billing Engineer shall maintain all records of interim bill / final bill and secured advance documents submitted by the Contractor.

(13) SITE DOCUMENTATION

Project Engineer shall maintain as a minimum the following site documents as given below:

- a. Daily Log book
- b. All datasheets, execution drawings required for the project
- c. Hindrance Register
- d. Incoming Material Inspection Report
- e. Measurement Book
- f. Material Test Certificates
- g. Reconciliation of various materials received Vs required Vs issued
- h. Welder Qualification Certificate
- i. Earth Pit Testing Report
- j. Equipment manuals which will be supplied by various vendors
- k. Minutes of meeting and various correspondence for the Project

(14) COMMISSIONING OF PROJECT

- The Consultant shall depute experienced Engineer/s of required discipline/s (minimum experience as given at Table 1) to plan and execute the commissioning activities.
- The Consultant shall be responsible to ensure that commissioning of all structures/equipments are done in line with any statutory code.
- The Consultant shall be responsible to co-ordinate with various vendors, work Contractors for ensuring that all materials, consumables etc. required for commissioning of the facility is available at the site before commissioning call is raised.
- It may be noted that the commissioning for various equipment's may happen in stagger manner as and when the facilities are ready for commissioning.

(15) HANDING OVER & CLOSURE OF PROJECT

- The Consultant shall be responsible for preparing the Final reconciliation statement for all the hardware items received and consumed for the location for all the activities.
- After successful completion of commissioning for various items and stabilization for safety systems, the Consultant shall submit all the Project related documents for handing over & closure of the sites.
- The Consultant shall recommend any financial recovery along with back up documents/ Rate analysis owing to any deviations taken during execution of Project against the Agreement / Bid Document specification, terms & condition.

- The Consultant shall recommend certificates of provisional acceptance to the Procuring Entity after commissioning at the respective facilities.
- Final acceptance of the Consultant's Assignment occurs at the expiry of the Defects Liability Period of all Construction / Supply Contracts pertaining to this Project plus three months.

(16) MAN POWER REQUIREMENT AND RESPONSIBILITIES OF TEAM MEMBERS

The Consultant shall comprise a multi-disciplinary team for the subject Assignment having all the requisite & necessary skills for professional management of the Project. Team members may be located at various levels that are most appropriate for the efficient management of the Project. The prime responsibility of the Consultant shall be to assist the Procuring Entity at every stage till completion of the Project, within the scheduled time with no cost / time overrun, including taking appropriate corrective action in case of any substantial deviations from the Project path.

The requirement of officials/experts and staff during the Assignment shall be as per the following man power deployment presented in Table 1 and Table 2. Any external/ internal experts as and when required for tackling technical matters, shall be arranged by the Consultant at no extra cost to the Procuring Entity /UTLA.

Table 1: Team Personnel Requirement at Office of the Consultant and Site – Qualification, Experience & Responsibilities

Sl. No.	Particulars	Minimum Educational Qualification	Minimum experience	Responsibilities
1	Team Leader - 1 No.	Post Graduate in Civil / Mechanical / Electrical / Port & Harbour / Ocean Engineering or MBA in Construction Management with Degree in Civil / Mechanical / Electrical Engineering	Min. 15 years in Construction of infrastructure projects in which atleast one will be a Marine work costing not less than Rs.100 Crore and Electro Mechanical Works costing not less than Rs.5 Crore	He will lead, co-ordinate the Consultancy Team for delivering the Consultancy works in a timely manner as envisaged in this ToR. He will responsible for all the activities envisaged in this ToR.
2	Contract Expert - 1 No.	Graduate in Civil/ Mechanical / Electrical Engineering	Min. 10 years in Contract Management of Construction/ Contract Management of infrastructure projects costing not less than Rs.150 Crore	He will be responsible for Contract Management, Legal issues etc. of the projects.
3	Project Engineer – 2 Nos.	Graduate in Civil Engineering	Min. 15 years in the field of construction of Infrastructure projects in which atleast one will be a Marine work	Detailed below at Clause 17 (m)

			costing not less than Rs.75 Crore	
4	Site Engineer - Civil – 10 Nos.	Graduate in Civil Engineering	Min. 7 years in the field of construction of Infrastructure projects	He will assist the Project Engineer in day to day Work and report directly to the Project Engineer. He will ensure performance of the Work in strict accordance with the drawings, plans and specifications, maintain a detailed diary of the day Work activities, issues, Work approved or rejected, hours of operation, labour and equipment used, etc. He will coordinate with the Contractor in charge of the Work on a frequent basis to ensure that no issues are encountered, report to the Project Engineer any failure of the Contractor to conform to drawings, plans and specifications and to provide good workmanship, ensure that the Works are being constructed to the latest construction and shop drawings, ensure that Works are compliant with the Contractor's HSE plans at all times etc. Also see Clause 17 (n) and (o) below
5	Site Engineer – MEP – 2 Nos.	Graduate in Electrical / Mechanical Engineering	Min. 7 years in the field of construction of Infrastructure projects	
6	Quality Control Engineer – Civil – 2 Nos.	Graduate in Civil Engineering	Min. 7 years in the field of construction of Infrastructure projects as Quality Control Engineer	Detailed below at Clause 17 (p)
7	Contract Documentation & Billing Engineer – 2 Nos.	Graduate in Civil / Mechanical / Electrical Engineering	Min. 7 years in the field of construction of Infrastructure projects as Contract Documentation & Billing Engineer	Detailed below at Clause 17 (q)

8	Safety Officer/ HSE Engineer – 2 Nos.	Graduate in Civil / Mechanical / Electrical / Safety Engineering	Min. 7 years in the field of construction of Infrastructure projects as Safety Officer/ HSE Engineer	Detailed below at Clause 17 (r)
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Table 2 : Team Personnel Requirement at Office and Site – Deployment Details

Sl. No.	Particulars	Number of Engineers to be deployed		Max Man Months to be deployed per site
		Kalpeni	Kadmath	
	<u>At Office</u>			
1	Team Leader	1		42 (Considering his 50% time available for this work)
2	Contract Expert	1		42 (Considering his 33 ¹ / ₃ % time available for this work)
	<u>At Site</u>			
3	Project Engineer	1	1	42
4	Site Engineer - Civil	1 + 1 + 3	1 + 1 + 3	42 / 36 /30
5	Site Engineer - MEP	1	1	30
6	Quality Control Engineer – Civil	1	1	33
7	Contract Documentation & Billing Engineer	1	1	36
8	Safety Officer/ HSE Engineer	1	1	33

Note: The commencement date / period of requirement of Key Personnel shall be as instructed by the Procuring Authority from time to time.

(17) RESPONSIBILITIES OF KEY PERSONNEL

- a. The Consultant shall ensure that adequate skilled experienced and quality manpower are to be maintained in Head Office during the course of Project. Minimum number of team personnel to be deployed at site is mentioned in Table - 2.
- b. The Consultant shall deploy additional team personnel and other support staff for effective and efficient execution of the Assignment as per the ToR in such a way that there shall not be any delay in scheduled programme at any point of time due to shortage of personnel. Any external/internal experts as and when required for tackling technical matters, same have to be arranged by Consultant at extra cost mutually agreed.
- c. The Consultant shall submit the credentials of the above manpower and obtain acceptance by the Procuring Authority. This shall be part of the Contract Document.
- d. The visits of Team Leader during the construction period, shall be as follows:

The Team Leader, who is required to be present in the various meetings and discussions with CoPA / UTLA / Ministry, as required by the Procuring Authority should be invariably present. Non availability of the Team Leader and Contract Expert on request of the Procuring Entity will result in a discount of Rs.50,000/- and Rs.20,000/- respectively per visit.

- e. In addition to the Team Leader, any other personnel as in Table 1 or 2 above, required to be present in the various meetings and discussions with CoPA / UTLA / Ministry, as required by the Procuring Authority should be invariably present.
- f. The prescribed Team Personnel Requirement at Site is envisaged for the round the clock (24 x 7) execution of the Project as per the deployment schedule.
- g. The above indication of Team Personnel Requirement at Site is estimated for calculation purpose and the actual deployment may vary depending upon the site requirements. In case, additional Man Power deployment is required at site, additional payment shall be made for the actual deployment period.
- h. Deployment of staff at site shall be made with prior approval of the Procuring Authority.
- i. The Consultant shall ensure that at all times during the Consultants' performance of the Services, all Personnel acceptable to the Procuring Authority, shall take charge of the performance of such Services. It is expected that the personnel once posted will stay on till completion of the Project. The Procuring Authority will not normally consider substitution of Personnel except for reasons of any legal disqualification, incompetence, incapacity, major health issues or any other reasons beyond the control of the Consultant. Such substitution shall ordinarily be permitted subject to equally or better qualified and experienced personnel with prior approval of the Procuring Authority. Substitution of Key Personnel shall be as per Clause 8.2.2 (5) of Section IV – General Conditions of Contract of RFP. However, no cost will be deducted if the substitution is carried out as per the requirement of the Procuring Entity.
- j. Availing of leave by Key Personnel at Site shall be subject to the prior approval of the Procuring Authority and the Consultant shall ensure that absence for leave purpose will not delay the progress and adequate supervision of the Services. The work of the personnel of the Consultant will have to be adjusted for proper supervision at all times when the Work is in progress, according to the requirement at site. If any personnel of the Consultant is on a continuous leave exceeding 3 days, suitable substitute person shall be arranged for the leave period. The substitute person should be equal to or better qualified than the designated person. The substitute is only for the temporary leave period of the designated personnel. The Invoice must be accompanied with the attendance record for the period certified by the representative of the Procuring Authority.
- k. The personnel of the Consultant can avail a weekly rest on one day for which no deduction in the remuneration will be made. However, this will only be with prior approval of the Procuring Authority. The Consultant, if required shall stagger/defer such weekly rest or availing holiday during exigencies, so as to ensure uninterrupted progress of Work. The personnel of the Consultant are entitled to avail the list of Port holidays declared by the Procuring Authority apart from weekly holidays and also can avail 12 days leave per annum for which no deduction will be made. However, leave should be availed with prior approval of the Procuring Authority.
- l. For non availability of Key Personnel at Site as per Table 2 above, in addition to non payment of remuneration cost as per Appendix C of the Contract, an additional discount of 25% of the quoted amount of the respective personnel per month or part thereof will be effected from the payments.

- m. The responsibilities of the **Project Engineer** shall be as below:
- He shall be responsible for the overall performance and administration of the Consultant's Team at the Project Site. The Project Engineer will also act as the Engineer's Representative and shall be overall in-charge for the Consultant's Supervision team for the entire Project. The major tasks for the Project Engineer shall include but not limited to the following:
1. Overall responsibility of the total Project implementation.
 2. Establishment of Site offices and assist in establishment of Laboratories.
 3. Assist the Procuring Authority with the Review of the Contractor's securities, insurance and safety plans.
 4. Scrutiny of the Contractor's work programme, and scheme for the deployment of plant, equipment and machinery for approval of the Procuring Authority Officer in Charge.
 5. Preparation of Progress Chart and Construction schedule including resource planning using appropriate software program and should anticipate critical activities in advance.
 6. Co-ordinate with the design team of the EPC Contractor and Proof Consultant for the timely issue of design and drawings.
 7. Assist the Procuring Authority in the interpretation of provisions in the Contract documents and technical specification.
 8. Assist the Procuring Authority in handing over the site and issuing order to commence the Works.
 9. Co-ordination of all construction activities with Client / Contractors.
 10. Shall be responsible to resolve all technical issues at site and arrange to issue revised drawings, as necessary.
 11. Through keen and constant observation and discussion, to anticipate critical activities in advance of its occurrence.
 12. To issue site instructions requiring Clients / Contractors attention.
 13. Monitor the time schedule and management of Contractor's resources.
 14. Liasoning with the local authorities for shifting of utilities, wherever required.
 15. Overall supervision for the Works and check compliance of quality and conformity with the standards, specifications and drawings prescribed in the Contract and certify the same.
 16. Evolve and implement Quantity and Quality control procedures.
 17. Review of day-to-day quality control data obtained from the construction site; verify the accuracy of such data by random checks.
 18. Advising the Procuring Authority in all matters related to the progress of Works, with particular reference to delays, possible reasons and mitigating measures.
 19. Evolve criteria for the acceptance of Works.
 20. Prepare and issue variation orders after the approval of the Procuring Authority.
 21. Evolve criteria for the acceptance of Works.
 22. Assist the Procuring Authority in the evaluation of Contractor's claims.
 23. Evaluate, verify and certify Contractor's Interim Certificates, Works and bills for approval of the Engineer-in-Charge of the Project.
 24. Prepare Work plans for achievement of scheduled physical and financial targets of the Project.
 25. Assist the Procuring Authority in monitoring Physical and Financial Progress of the Works.
 26. Prepare quarterly project budgets and estimates.

27. Assist the Procuring Authority in conducting monthly progress meetings and prepare Minutes of Meetings and distribute minutes to all parties.
28. Compile monthly progress reports and prepares Quarterly Reports.
29. Strictly monitor the progress of Work for timely completion of the Project.
30. Verify and certify Contractor's Statements at completion.
31. Prepare Project Completion Report.
32. To advise the Client when to issue completion certificate at the end of construction / supply / installation works on site.
33. To check the defects are satisfactorily remedied during the liability period.
34. To be available on site on a full time basis.
35. Maintaining daily Attendance Register of all team members duly certified by the Procuring Authority designated officer on the same day, which is to be submitted along with the invoices.

n. The responsibilities of the **Civil Site Engineers** shall be as below:

1. Responsible for the overall management of the construction / installation of civil work contracts at site including all technical matters and reporting to Project Engineer.
2. Assist Project Engineer in the overall project execution.
3. Will stand-in for Project Engineer at times of his absence.
4. Co-ordinate with the Procuring Authority and the Contractors.
5. Provide supervision for the civil works and check compliance of quality and conformity with the standards, specifications prescribed in the Contract.
6. Assist Project Engineer in providing certification on the quality of Works accomplished and on their conformity to specifications and drawings.
7. Prepare a project monitoring system by way of PERT and CPM using appropriate software program.
8. Assist in checking adequacy of construction methods, manpower and machinery deployed at site.
9. Develop procedures for Quality Assurance, Quality Control and Work Manual.
10. Finalize variation order, if any in consultation with the Procuring Authority.
11. If any Work at site requires the presence of the Civil Site Engineer, then he should be made available at site even during extended period of Work for which no additional compensation whatsoever shall be made by the Procuring Authority i.e., to be available at site during all concreting works.
12. Obtain details from the respective Contractors / the Procuring Authority for preparation of 'As built' drawings.
13. Check that the Works are satisfactorily completed within time & cost and to the required technical standards.
14. Monitoring the quality of materials and workmanship, through the impartial observation.
15. Attend all formal monthly progress meetings with each Contractor and assist the Project Engineer.
16. Assist the Project Engineer in monitoring the overall progress on each civil work contract.
17. Assist the Project Engineer to resolve, with the assistance of the back-up teams, technical problems arising at the site.
18. Through keen and constant observation and discussion, to anticipate critical activities in advance of its occurrence.

19. Assist the Project Engineer in the preparation of correspondence between CoPA and the Contractor.
 20. Assist the Project Engineer in the issue of completion certificate at the end of construction/ /installation Works on site.
 21. Any other works assigned by the Project Engineer.
- o. The responsibilities of the **Electrical/Mechanical Site Engineers** shall be as below:
1. Responsible to the Project Engineer for the technical monitoring of supply / installation works contract on site under his control.
 2. Main task and responsibilities are concerned with Electrical / Mechanical related activities associated with drawing service lines, lighting, illumination, Erection and commissioning of transformers etc. / Erection and commissioning of various machineries like cranes, winches etc.
 3. Provide supervision for the electrical/ mechanical works, installation of service lines and check compliance of quality and conformity with the standards, specifications prescribed in the Contract.
 4. All tasks and responsibilities as that of Civil Site Engineers mentioned above but in respect of the Electrical / Mechanical works.
 5. Any other works assigned by the Project Engineer
- p. The responsibilities of the **Quality Engineers** shall be as below:
1. Prepare / Review the Quality Assurance plans in line with civil design and engineering aspects and review the implementation of the same.
 2. Ensure the quality of materials and workmanship.
 3. Maintain all documents in respect of quality, materials & works.
 4. Any other works assigned by the Project Engineer.
- q. The responsibilities of the **Contract Documentation & Billing Engineers** shall be as below:
1. Prepare all documents / registers as per the approved formats required for the project.
 2. Document all the activities of the project including hindrances / instructions etc.
 3. Review of bills/invoices submitted by the Contractor, including variations and ensure timely payment.
 4. Resolving issues with the EPC Contractors if any dispute arises.
 5. Ensure timely fund requirement from Ministry / UTLA for the payment to the Contractor.
 6. Review submission of rates submitted by Contractor for extra items/ variations, as applicable.
 7. Maintaining accurate billing records.
 8. Any other works assigned by the Project Engineer.
- r. The responsibilities of the **Safety Officer / HSE Engineers** shall be as below:
1. Shall be a professionally qualified HSE Engineer.
 2. Responsible for ensuring a safe and compliant workplace, health, safety & environment at the project site.
 3. Address issues regarding HSE matters of the EPC contractors.
 4. Identifying and mitigating hazards, enforcing safety protocols, conducting inspections.

5. Ensure that safe procedures are followed in connection with the erection & testing of cranes, winches, various machineries etc.
6. Monitor safety at site with respect to the safety regulations.
7. Manage and advise on all HSE related issues.
8. Conduct risk assessments at site, manage emergency responses and promote a strong safety culture.
9. Ensure compliance with regulatory requirements, HSE policies and procedures, ISO & OHSAS Standards.
10. Actively promote safety awareness, accident prevention measures and reduce work hazards.
11. Maintain records and develop reports as required.
12. Formulate a monitoring report format and prepare a monitoring report of final EMP. Communicate on the progress of the projects as well as compliance in environmental protection.
13. Prepare safeguards compliance reports, whenever required.
14. Assist the Procuring Entity to supervise and train the contractors to avoid the accident at the construction sites.
15. Assist and recommending the Procuring Entity on specified detail action plan for raising awareness among the beneficiaries.
16. Any other works assigned by the Project Engineer.

(18) OBLIGATIONS AND RESPONSIBILITIES OF THE CONSULTANT

- (a) To perform all their functions falling within the scope of this Contract and ensure completion of the Project in accordance with the agreed completion schedule, cost & scope.
- (b) Time is the essence of this Contract.
- (c) The Consultant shall provide the services in line with/ taking into account provisions of relevant code / manuals updated/issued from time to time/as per BIS/IRC/CPWD/ NBC/IEC etc. norms.
- (d) The Consultant has to, however, ensure that the submissions are complete in all respect and cover the scope of the Assignment in its entirety. Further, it will be ensured by the Consultant that the clarifications sought by CoPA/UTLA/Ministry are attended to in a prompt manner.
- (e) Observe all applicable and accepted safety practices during the Works.
- (f) In case of incorrect or incomplete submission or inordinate delay in replying to Queries raised by CoPA/ UTLA/Ministry the onus for consequential delay in approval shall rest with the Consultant.
- (g) The Consultant shall assist the Procuring Entity in the enforcement of guarantees from equipment/ materials Vendors and Contractors against defects in materials, workmanship & Mechanical Performance Guarantees wherever applicable. However, the Consultant shall not be required to enter into any litigation with Vendors/ Contractors on behalf of the Procuring Entity.
- (h) Permanent Video conferencing facility to be made available & put in service at the Consultant's Head Office to enable regular interaction and discussions with CoPA engineering and site team at Kochi and also with Lakshadweep site.
- (i) All travel expenses by the Consultant to visit site or client's office or other offices for attending meetings etc. for completion of services shall be as per Form F-3 - Reimbursable Expenses. The number of travel indicated in the said Form is estimated for calculation purpose and the actual numbers may vary depending upon

the requirements. In case, additional travel is required, additional payment as per the unit rate as per Form F-3 shall be made for the actual number of travel.

(19) LIABILITY OF CONSULTANT

- a. The Consultant shall be liable to pay compensation to the Procuring Entity only if it is established that the Consultant has failed to exercise reasonable skill, care and diligence in the performance of its obligations in relation to the services. If it is established that the Consultant is liable to pay any compensation to the Procuring Entity, then such compensation shall be limited to the amount of reasonably foreseeable direct loss or damage suffered by the Procuring Entity due to the acts or omissions of Consultant in performing its obligations, and, in any event, such amount shall not exceed more than the total fees actually paid to Consultant in relation hereto. The Procuring Entity agree to waive all claims against the Consultant so far as the aggregate of damages which might or otherwise be payable exceeds the maximum amount payable as stated above.
- b. Notwithstanding anything to the contrary provided in the Contract, the Consultant shall not be liable to the Procuring Entity for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of business, third part punitive damages or loss of business opportunity or any indirect, special or consequential loss or damage.

(20) CONSULTANCY FEE QUOTED BY THE CONSULTANT

- 1) The Consultancy fee quoted by the Consultant shall be inclusive all costs, risk and expenses, taxes (excluding GST), overhead, and/or total fee related to the satisfactory performance and completion of the Work. However, in case of any additional deployment of Site team is required in addition to the Schedule provided in Table-2 above, the Consultant shall be paid for the additional man-months deployed at site as per the quoted amount.
- 2) It shall include any and all costs related to the scope of the Work, attendance at all meetings with the Procuring Entity, whether at the Procuring Entity's premises or the Procuring Entity's nominated location such as UT of Lakshadweep or Ministry or any other location in India applicable during execution of the Project.
- 3) The said Consultancy fee shall include but not limited to the costs of all personnel, supervision, management (including but not limited to wages, benefits, payroll, taxes, travel, boarding, lodging, accommodation expenses and all other costs thereto as are paid to employees), all equipment, rental or third party equipment, all administrative costs of Consultant's operation (including home office, site office and office space for Owner's representatives at Consultant's Offices), all reproduction and graphic costs of whatever kind, postage and courier expenses, all insurance requirements and coverage, financing and all other costs of expenses of any kind which directly or indirectly relate to accomplishing the work and complying in full with the provisions of the Contract and which are not otherwise set forth or referred to in the Contract as a reimbursable expenses.
- 4) It shall include the cost associated with making necessary changes in the design as per requirement of the Consultant, CoPA / UTLA, Vendor, HAZOP requirement and further, engineering, procurement, inspection, construction supervision etc.
- 5) The Procuring Authority shall deduct Indian Income Tax or any statutory taxes at source as per the prevailing rate, from the quoted amount.

(21) USE OF CONTRACT DOCUMENTS, SPECIFICATIONS, DESIGNS AND DRAWINGS

The Consultant shall not without the Procuring Authority's prior written consent disclose the Contractor any provision thereof or any specification, plan, drawing pattern, sample or information furnished by or on behalf of the Procuring Authority in connection or to any

person other than a person employed by the Consultant in the performance of the Contract. Disclose to any such employed person shall be made in confidence and shall extent only so as may be necessary for the purpose of such performance. The Consultant will bind such employee to secrecy of information. The Consultant shall not without the Procuring Authority's prior written consent make use of any document or information set out above or in this contract except for the purpose of performing the contract. Similarly all information, technical data, drawings and documents supplied by the Consultant for this project shall be treated by the Procuring Authority as confidential and shall not be revealed to third party duplicated and / or used for the purpose other than for the use of this project and/ or allowed to be used by anyone on their behalf for any purpose other than this Project.

(22) SUBMISSION OF REPORTS / DELIVERABLES

- a. The following reports and documents (hard copy) for each island / Project shall be submitted in accordance with the schedule as set forth below. In addition to that one soft copy in editable mode for each item for each island shall be submitted. All the final submissions shall be after getting approval from the Procuring Authority.
 - (i) Commencement Report within 30 days after commencement of Works. The Commencement Report shall contain the details of all meetings held with the Procuring Authority and the EPC Contractor and decisions taken therein, the resources mobilised by the Consultants as well as the EPC Contractor and the Consultants' perception in the management and supervision of the Project. The report shall also include the Master Work Programme and Resource Mobilisation for the Project.
 - (ii) Construction Supervision Manual within 30 days after Commencement of Works.
 - (iii) Quality Assurance (QA) Document within 3 days after submission by the Contractor.
 - (iv) Monthly Progress Report by the 10th day of every month.
 - (v) Quarterly Progress Report by the 10th day of the month of submission.
 - (vi) Visit Reports by Team Leader / Contract Expert with detailed findings along with Minutes of Meetings
 - (vii) Final Report at the completion of services.
- b. The Inspection Reports / Progress Reports (Monthly and Quarterly) shall contain details of all meetings, decisions taken therein, mobilisation of resources (Consultant's and the Contractor's), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment. The broad scope of reporting is as given under:-
 - 1) Report on progress of Work for each activity stating:
 - percentage progress of the activity
 - deviation from the schedule
 - status of the activity (critical, sub-critical, non-critical)
 - cash-flow for each item of works as well as for the total project
 - monthly summary of percentage progress
 - monthly summary of cash flow
 - 2) Projections
 - monthly projections of percentage progress
 - monthly projections for cash-flow

- 3) Critical Activity
- report on the progress and status of critical activities
 - change of status from non/sub-critical to critical activity due to slippage
 - statement on slippage and remedial actions taken
 - effectiveness of the remedial action(s) taken in the previous month
- c. In addition to the above, the Consultant shall also submit the following reports / documents as and when required:
- (i) Presentations to be presented before MoPS&W/ UTLA / other bodies.
 - (ii) Reports to be submitted to the Sagarmala Cell, MoPS&W.
 - (iii) Reports to be submitted to Audit /Vigilance/Arbitration/Other Government bodies.
 - (iv) Necessary statutory clearances from relevant Authorities, if required.

(23) PAYMENT TO THE CONSULTANT

- (a) In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant eligible payments in such manner as provided in Form F-2 - Remuneration Cost of BoQ/Financial Proposal. Payment shall be made to the Bank directly.
- (b) Remuneration towards Performance of Assignment by the Consultant shall be as follows:
1. The payment towards Performance of Assignment will be made as per **Clause 24 - Time and Payment Schedule**.
 2. The Procuring Authority shall pay Consultancy fee in Indian Rupees only as per terms and conditions of accepted "Offer" against invoices of the Consultant.
 3. In case of Contract extended due to reasons attributed only to the Consultant, the payment per month in the extended period shall not be made; however, entire staff as per requirement decided by the Procuring Authority to complete the Work shall continue to be provided by the Consultant. In case the Consultant fails to deploy such personnel, the equivalent amount will be recovered from performance security deposit or any other sums due to the Consultant.
 4. In case the Contract is extended due to reasons not attributed to the Consultant, the payment per month in the extended period beyond 42 months shall be made only for the Key Personnel, as directed by the Procuring entity, at the fee provided in Form F-2 - Remuneration Cost and Form F-3 - Reimbursable Expenses of BoQ/Financial Proposal, with an annual increment of 5%.
 5. In the event of termination of construction Contract or removal of Contractor, no further payment beyond 15 days shall be made to the Consultant, till it is decided by the Authority, if the services of the Consultant/ personnel are required or not and in which case the entire situation shall be reviewed.
 6. As soon as practicable and not later than (15) fifteen days after the end of every two calendar months, during the period of the Services, the Consultant shall submit to the Procuring Authority, in duplicate, itemized statements, accompanied by receipted invoices and other appropriate supporting materials including the attendance record for the period, of the amounts payable to the Consultant.
 7. As soon as practicable after the completion of the Services or termination of the Contract, the Consultant shall submit to the Procuring Authority the Final Statement of Eligible payments referred in the Offer.
 8. Final payment pursuant to the Offer shall be made by the Procuring Authority only after the Final Statement and the Final Report have been submitted by the Consultant and approved by the Procuring Authority. The Consultant shall submit the Final Statement to the Procuring Authority within 90 calendar days of the date of approval by the Procuring Authority of the Final Report. Should any discrepancy be found to exist between the

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

9. The Procuring Authority shall pay to the Consultant the amounts claimed within 14 (fourteen) calendar days after receipt of satisfactory statements and supporting documents in all respects.
 10. The Procuring Authority may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.
 11. Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
 12. Payments shall be made in accordance with Clause xxiv. No interest is admissible on outstanding amounts by the Procuring Authority.
- (c) It is understood that the Fee quoted by the Consultant shall be the all inclusive firm price (excluding GST) which shall be valid till completion of all related Works and it shall cover:
1. such salaries and allowances as the Consultant shall have to pay to the Personnel as well as factors for social charges and overhead,
 2. the cost of back supporting by home office staff, if any, not included in the Personnel listed,
 3. bonuses or other means of profit-sharing, if any
 4. cost of site visits, other than mentioned in Form F-3 - Reimbursable Expenses of BoQ / Financial Proposal, by Consultants personnel / professionals from their other offices or any third party offices as required or as directed by the Procuring Authority for project monitoring, presentation & meetings at CoPA/UTLA/ Ministry etc., inspection as required for the successful completion of the Project etc. If Consultant fails to arrange site visits as required within the timeframe specified by the Procuring Authority, the Procuring Authority shall deduct proportional amount as assessed by the Procuring Authority as per Clause xvii from the Fee quoted by the Consultant; and
 5. all other expenditure involved in providing the Services as per the agreement which are not specifically stated herein above.

(24) TIME AND PAYMENT SCHEDULE

- (a) The duration envisaged is 36 months which will be extended, if required, till completion of Work and also a further period of 6 months for closing the contract documents. The Consultant is required to ensure that the total envisaged work, including **Civil, Electrical, Mechanical works**, including submission of the deliverables is completed within the stipulated period.
- (b) The total duration will be extended, if required, till completion of all Construction / Supply Work(s) and a further period of about 6 months for closing the Contract documents. The invoices shall be raised on approval of the submissions by the Procuring Authority and payment will be made thereon.
- (c) The payment for the Assignment shall be made as per Form F-2 - Remuneration Cost and Form F-3 - Reimbursable Expenses of BoQ / Financial Proposal.
- (d) In case the Contract is extended due to reasons not attributed to the Consultant, the payment per month in the extended period beyond 42 months shall be made only for the Key Personnel, as directed by the Procuring Entity, as per the fee provided in Form F-2 -

Remuneration Cost and Form F-3 - Reimbursable Expenses of BoQ / Financial Proposal with an annual increment of 5%.

NOTES:

- 1) The quoted fee shall include all expenses whatsoever, such as legal fees and all out of pocket expenses etc. to be incurred by the Consultant to complete the Assignment. GST as applicable, shall be indicated on total fee, as extra. **The fee to be paid to the statutory body(ies) for obtaining any clearances, if any, etc. shall be paid by the Procuring Entity as per the actual cost on submission of the receipt.**
- 2) **In case of delay in completion of any of the facilities included in the Project, beyond the above said period for reasons solely attributable to the Consultant, the Consultant shall extend their services at no extra cost till commissioning and further Contract closing.**
- 3) **In case of delay in completion of any of the facilities included in the Project, beyond the above said period for reasons not attributable to the Consultant, the Consultant shall extend their services till commissioning and further Contract closing and the payment per month for the Key Personnel in the extended period shall be made as per the fee provided in Form F-2 - Remuneration Cost and Form F-3 - Reimbursable Expenses of BoQ / Financial Proposal with an annual increment of 5%.**
- 4) **In case for any reason the Assignment is foreclosed, or the Procuring Entity decides to abandon the Assignment for any reason, whatsoever, at any time, the payment of the Consultant shall be restricted upto the payment due upto the completed stage will be made and in case Assignment foreclose in the middle of any indicated stage, pro-rata payment shall be made for the completed services as assessed by the Procuring Entity and the Procuring Entity's decision in this regard shall be final.**

(25) STATUTORY APPROVALS

The Consultant shall assist the Procuring Entity /UTLA for obtaining approval from Statutory authorities as required for the implementation of the Project by way of preparing technical documents/drawings, participating in the meeting with statutory authorities and furnishing necessary clarifications therein. However, the statutory approvals as required for the implementation of the package units shall be in the scope of respective package Contractors. The Consultant has to review and approve the technical documents/drawings prepared by package contractor and provide all necessary assistance for obtaining the Statutory Approvals. CoPA/UTLA shall act as Principle Employer for all approvals from various statutory bodies required for the Project and also deal directly with local administration, labour laws, labour disputes, strikes, lock outs, audit queries, queries from any autonomous or governmental bodies, etc.

(26) DOCUMENTS TO BE MADE AVAILABLE BY CoPA

Available data as may be required by the Consultant will be provided by the Procuring Entity on request. The Nodal Officer designated by the Procuring Entity shall facilitate handing over of such information to the Consultant. Available reports with the Procuring Entity are as below:

- 1) Detailed Project Report (DPR) including all Annexures by the Consultant appointed for Preparation of DPR of the islands, M/s. Assystem India Limited, Chennai.
- 2) Bathymetry charts prepared by M/s. Kerala Institute of Hydrography & Advanced Studies, Thiruvananthapuram.
- 3) Geotechnical investigation reports carried out through M/s.Manglam Geotechnical Hyderabad, Hyderabad.
- 4) Mathematical Model Study Report conducted by NTCPWC, Chennai.
- 5) EIA Report prepared by the Consultant M/s. Indomer Coastal Hydraulics (P) Ltd., Chennai and IPZ clearance received for the Projects.
- 6) Tender Documents along with all Addenda / Corrigenda for the Projects.
- 7) Agreement entered between the EPC Contractor and the Procuring Entity.

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## Section VI-A: List of Key Experts and Required Qualifications

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep”

(Ref ITC-Clause 1.4)

Note for Consultants: Regarding this Section, Consultants must fill following forms:

1. Form T-6: Team Composition, Assignment, and Key Experts' Inputs
2. Annex to Form T-6: Key Expert Curriculum Vitae (CV)

The total estimated inputs of the Key Experts and their breakup is given below.

| Sl. No. | Key position     | Minimum qualification                                                                                                                                                              | Professional expertise |                                   | Sector/ area of experience desirable                                                                                                                                                | No. of experts | Man Months | Total Man months |
|---------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|------------------|
|         |                  |                                                                                                                                                                                    | Total                  | In the sector/ area of experience |                                                                                                                                                                                     |                |            |                  |
| [1]     | [2]              | [3]                                                                                                                                                                                | [4]                    | [5]                               | [6]                                                                                                                                                                                 | [7]            | [8]        | [9 = (7x8)]      |
| K-1     | Team Leader      | Post Graduate in Civil / Mechanical / Electrical / Port & Harbour / Ocean Engineering or MBA in Construction Management with Degree in Civil / Mechanical / Electrical Engineering | 15 years               | 07 years                          | Construction of infrastructure projects in which atleast one will be a Marine work costing not less than Rs.100 Crore and Electro Mechanical Works costing not less than Rs.5 Crore | 1              | 42         | 42               |
| K-2     | Contract Expert  | Graduate in Civil/ Mechanical / Electrical Engineering                                                                                                                             | 10 years               | 10 years                          | Contract Management of Construction/ Contract Management of infrastructure projects costing not less than Rs.150 Crore                                                              | 1              | 42         | 42               |
| K-3     | Project Engineer | Graduate in Civil Engineering                                                                                                                                                      | 15 years               | 15 years                          | Construction of Infrastructure projects in which atleast one will be a Marine work                                                                                                  | 2              | 42         | 84               |

|                                           |                                           |                                                               |         |         |                                                                                      |             |                |     |
|-------------------------------------------|-------------------------------------------|---------------------------------------------------------------|---------|---------|--------------------------------------------------------------------------------------|-------------|----------------|-----|
|                                           |                                           |                                                               |         |         | costing not less than Rs. 75 Crore                                                   |             |                |     |
| K-4                                       | Site Engineer - Civil                     | Graduate in Civil Engineering                                 | 7 years | 7 years | Construction of Infrastructure projects                                              | 2<br>2<br>6 | 42<br>36<br>30 | 336 |
| K-5                                       | Site Engineer - MEP                       | Graduate in Electrical / Mechanical Engineering               | 7 years | 7 years | Construction of Infrastructure projects                                              | 2           | 30             | 60  |
| K-6                                       | Quality Control Engineer - Civil          | Graduate in Civil Engineering                                 | 7 years | 7 years | Construction of Infrastructure projects as Quality Control Engineer                  | 2           | 33             | 66  |
| K-7                                       | Contract Documentation & Billing Engineer | Graduate in Civil/ Mechanical/ Electrical/ Engineering        | 7 years | 7 years | Construction of Infrastructure projects as Contract Documentation & Billing Engineer | 2           | 36             | 72  |
| K-8                                       | Safety Officer/ HSE Engineer              | Graduate in Civil/ Mechanical/ Electrical/ Safety Engineering | 7 years | 7 years | Construction of Infrastructure projects as Safety Officer/ HSE Engineer              | 2           | 33             | 66  |
| Total estimated inputs of the key experts |                                           |                                                               |         |         |                                                                                      | 22          |                |     |

## Section VII: Evaluation / Scoring Criteria

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
 “Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
 of Lakshadweep”

(Ref ITC-Clause 1.4)

Consultants must fill up the following Forms regarding this Section:

- 1) Form T-2: Consultant’s Organisation and Experience
- 2) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
- 3) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- 4) Form T-5: Work Schedule and Planning for Deliverables
- 5) Form T-6: Team Composition, Assignment, and Key Experts’ Inputs
- 6) Annex to Form T-6: Key Experts’ Curriculum Vitae (CV)

### Technical Proposal

Criteria, sub-criteria, and point system for scoring the points for Technical Proposal (St):

| Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Max Points | Notes                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i) Specific experience of the Consultant (as a firm) relevant to the Assignment, i.e., Providing Project Management Consultancy Services for Construction of Jetties, Landside Facilities etc. at Construction sites carried out in EPC mode which include technical site supervision, contract management, finalization/ certification of bills and overall co-ordination and providing comprehensive contract administration services to administer the construction contract with assignment cost of Rs.4.25 crore: | <b>60</b>  | <i>[Notes to Consultant: Ref Form T-2]</i>                                                                                                                                                                                                                                                                                  |
| I. No. of Assignments – 1 No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 40         |                                                                                                                                                                                                                                                                                                                             |
| II. No. of Assignments – 2 Nos.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 50         |                                                                                                                                                                                                                                                                                                                             |
| III. No. of Assignments – 3 Nos.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 60         |                                                                                                                                                                                                                                                                                                                             |
| (ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs):<br>Sub-criteria:                                                                                                                                                                                                                                                                                                                                                                                    | <b>5</b>   | <i>[Notes to Consultant: Ref Form T-3, T-4, T-5. The Procuring Entity shall assess whether the proposed methodology is a clear response to the TOR, the work plan is realistic and implementable; the overall team composition is balanced and has an appropriate skill mix, and the work plan has the correct input of</i> |
| I. Technical approach and methodology for carrying out the assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3          |                                                                                                                                                                                                                                                                                                                             |
| II. Demonstration of the understanding of the Procuring Entity’s requirements,                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2          |                                                                                                                                                                                                                                                                                                                             |

| key issues & challenges and mitigation proposed                                                                                                                                   |                                           |            |                | <i>Experts]</i>                                                                                                            |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------|----------------|----------------------------------------------------------------------------------------------------------------------------|-------------|
| (iii) Key Experts' qualifications and competence for the Assignment as per Section VI – Terms of Reference:<br>Sub-criteria:                                                      |                                           | <b>35</b>  |                | <i>[Notes to Consultant: Ref Form T-6. Each position number corresponds to that in Form T-6 ]</i>                          |             |
| Sl. No.                                                                                                                                                                           | Key Position                              | Nos (A)    | Max Points (B) | Min %age (C)                                                                                                               | Total (AxB) |
| K-1                                                                                                                                                                               | Team Leader                               | 1          | 4              | 50%                                                                                                                        | 4           |
| K-2                                                                                                                                                                               | Contract Expert                           | 1          | 2              | 50%                                                                                                                        | 2           |
| K-3                                                                                                                                                                               | Project Engineer                          | 2          | 3              | 50%                                                                                                                        | 6           |
| K-4                                                                                                                                                                               | Site Engineer - Civil                     | 10         | 1.25           | 50%                                                                                                                        | 12.5        |
| K-5                                                                                                                                                                               | Site Engineer - MEP                       | 2          | 1.25           | 50%                                                                                                                        | 2.5         |
| K-6                                                                                                                                                                               | Quality Control Engineer – Civil          | 2          | 1.25           | 50%                                                                                                                        | 2.5         |
| K-7                                                                                                                                                                               | Contract Documentation & Billing Engineer | 2          | 1.50           | 50%                                                                                                                        | 3           |
| K-8                                                                                                                                                                               | Safety Officer/ HSE Engineer              | 2          | 1.25           | 50%                                                                                                                        | 2.5         |
|                                                                                                                                                                                   | <b>Total</b>                              | <b>22</b>  |                |                                                                                                                            | <b>35</b>   |
| The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights (total 100%): |                                           |            |                |                                                                                                                            |             |
| (i) Adequacy for the assignment                                                                                                                                                   |                                           | 60-80%     |                | Professional experience in the sector/ similar assignments/ knowledge of administrative systems / Government organizations |             |
| (ii) Educational Qualification & Training                                                                                                                                         |                                           | 10-20%     |                | General and relevant Education                                                                                             |             |
| <b>Total Score for the Technical Proposal (Ta)</b>                                                                                                                                |                                           | <b>100</b> |                |                                                                                                                            |             |
| <b>The minimum technical score (Ta) required to pass is:</b>                                                                                                                      |                                           |            |                | <b>60</b>                                                                                                                  |             |

## Section VIII: Qualification Criteria

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep”

(Ref ITC-Clause 1.4)

*Note for Consultants: Regarding this Section, Consultants shall submit the following forms:*

- 1) *Form T-11: Qualification Criteria – Compliance*
  - a) *Form T-11.1: Performance Capability Statement*
  - b) *Form T-11.2: Financial Capability Statements*
    - i) *Form T-11.2.1: Financial Statement*
    - ii) *Form T-11.2.2: Average Annual Turnover*
  - c) *Relevant date when the specified period ends for different supporting reports shall be:*
    - i) *For all annual reports, the periods mentioned end with the financial 31<sup>st</sup> March 2025.*
    - ii) *For other statements, the periods mentioned end on the month before the last date of Tender submission.*

| <b>Similar Assignments for Qualification Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <p>The Consultants shall provide Consultancy services for at least the specified period and have completed the specified volume of assignments during the specified period.</p> <p>The Consultant should demonstrate experience relevant to the subject assignment by way of the specified volume of assignments of similar nature and in General and Specific Sectors.</p>                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                     |
| <b>Similar Nature of Assignments</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Providing Project Management Consultancy Services for Construction of Jetties/ Wharves/ Berths, Landside Facilities etc. with assignment cost of Rs.4.25 crore.                                                                                                                                                                                                          |                                                                                     |
| <b>General Sector</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Providing Project Management Consultancy Services for Construction of Marine and Landside Facilities etc.                                                                                                                                                                                                                                                                |                                                                                     |
| <b>Specific Sector</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Providing Project Management Consultancy Services for Construction of Jetties/ Wharves/ Berths, Landside Facilities etc. in EPC mode which include technical site supervision, contract management, finalization/ certification of bills and overall co-ordination and providing comprehensive contract administration services to administer the construction contract. |                                                                                     |
| <b>Criteria 1 General and Similar Experience:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Variables</b>                                                                                                                                                                                                                                                                                                                                                         | <b>Submission Form</b>                                                              |
| i) Consultants must have at least $n$ years' experience in Consultancy Services<br>ii) During the last $n$ years, Consultancy Assignments completed or substantially completed (at least $\alpha$ payments received) should be at least $\omega$<br>iii) Out of the Consultancy Assignments mentioned above, $\phi$ should be similar assignments<br><b>Note:</b><br>The assignment experience certificates from the public sector or publicly listed companies/private companies/Trusts must be | $n = 7$<br><br>$N = 7$<br>$\alpha = 80\%$<br>$\omega = 3$<br>$\phi = 1$                                                                                                                                                                                                                                                                                                  | Form 1.1: Consultant Information<br><br>Form 2.1: Performance Capability Statement. |

|                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                  |                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <p>issued from their Head office by a person of the organisation duly enclosing his authorisation by the Management for giving such credentials. A certificate from a private individual shall not be accepted. Certificates shall be acceptable only from publicly listed companies/private companies/Trusts with an annual turnover of Rs. 500 crore and above.</p> |                                                                                                  |                                                  |
| <p><b>Criteria 2 - Financial Capability</b></p>                                                                                                                                                                                                                                                                                                                       | <p><b>Variables</b></p>                                                                          | <p><b>Submission Form</b></p>                    |
| <p><b>Turnover:</b><br/>Minimum average annual turnover of at least Rs. <math>\zeta</math> Crore, at least <math>\jmath</math> of which should be from Consultancy Service Contracts, calculated as total certified payments received for contracts in progress or completed within the last <math>\jmath</math> years.</p>                                           | <p><math>\zeta</math> = Rs.17 crore<br/><math>\jmath</math> = 50%<br/><math>\jmath</math>= 3</p> | <p>Form 2.2: Financial Capability Statements</p> |

## **BIDDING FORMS**

## **Technical Proposal**

## Form T-1: Proposal Form (Covering Letter)

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal, along with supporting documents, if any)(On Consultant's Letter-head)

(Strike out alternative phrases not relevant to you)

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

To

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin 682009,  
Kerala.

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
"Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep"

Ref: Your RFP Document No. RFP No.T9/T-2060/2025-C; Tender Title: Providing Project  
Management Consultancy Services for execution of the project "Construction of Jetties and  
Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep"

Sir/ Madam

- 1) We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposals (RFP) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal. Commercial information about our organisation is enclosed in Form T-1A.
  - a) We are submitting our Proposal without any Sub-consultants or JV.
- 2) Our Eligibility and Qualifications to participate
  - (a) We comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in this RFP document mentioned in TIS.
  - (b) We shall be duty bound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.
  - (c) We confirm that we don't have any Conflict of Interest as stipulated in this RFP. We shall be duty bound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.
- 3) We solemnly declare that we (including our affiliates or subsidiaries, or constituents):
  - (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - (b) (including our affiliates or subsidiaries, or constituents for any part of the assignment):
    - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its procurement processes; and/ or

- ii) Are not convicted (within three years preceding the last date of RFP submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for offences mentioned in RFP document in this regard.
- iii) We have neither changed our name nor created a new "Allied Entity", consequent to the above disqualifications.
- (c) Do not have any association (as consultant/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the RFP document.
- (d) We have no conflict of interest, which substantially affects fair competition. The quoted prices are competitive without adopting unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other consultant to submit or not to submit an RFP to restrict competition.
- (e) We certify that we fulfil other additional eligibility conditions if prescribed in the RFP document

**4) Restrictions on procurement from consultants from a country or countries or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:**

*"We have read the clause regarding restrictions on procurement from a consultant of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any assignment to a contractor from such countries unless such a contractor is registered with the Competent Authority.*

**5) Our Proposal to deliver Services:**

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Form T-4: Description of Approach, Methodology and Work Plan in responding to Terms of Reference'; Form T-5: Work Schedule and Planning of Deliverables and Form T-6: Team Composition, Assignment and Key Experts' Inputs'.

**6) Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

- (a) Based on the terms of delivery and delivery schedule confirmed by us; and
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon, but excluding GST) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) Based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and
- (d) Have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:
  - i) those prices; or
  - ii) the intention to submit an offer; or

- iii) the methods or factors used to calculate the prices offered.
  - (e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Consultant or competitor before the Proposal opening unless otherwise required by law.
- 7) We **declare** regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:
- 1) No such commissions or gratuities or fees have been paid are to be paid by us to any third-party Or
  - 2) We have paid/ are due to pay the following commissions/ gratuities/ fees:

.....

*(indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)*

**8) No change in the Key Experts** except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those stated in ITC-Clause 12.3 may lead to the termination of contract negotiations.

**9) Affirmation of terms and conditions of the RFP Document:**

We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Form T-7: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

**10) Bid Security:** We have submitted the Bid Security as

- (i) Earnest Money Deposit (EMD) for the amount of Rs..... (Rupees.....) valid up to .....in favour of..... in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Pay Order / Fixed Deposit Receipt/ Banker's cheque/ Payment online/Bank Guarantee in Form T-9A, with reference number ..... dated ....., issued by ..... as per the RFP Documents or
- (ii) Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form T-9B.

**11) Abiding by the Proposal's Validity:**

We agree to keep our Proposal valid for acceptance for a period up to ....., as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

**12) Non-tempering of Downloaded RFP Documents and Uploaded Scanned Copies:**

We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/undertakings uploaded during the RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by the Procuring Entity, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**13) A Binding Contract:**

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the Contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

**14) Performance Guarantee and signing the contract:**

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, the Procuring Entity has the right to avail of any or all punitive actions stipulated in the RFP Document.

**15) Penalties for misinterpretation or misrepresentation:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

**16) Consultant’s Authorized Signatory:**

- a) Full Name: .....
- b) Designation: .....
- c) Signing as:
  - (i) **A sole proprietorship firm.** The person signing the Proposal is the sole proprietor/constituted attorney of the sole proprietor,
  - (ii) **A partnership firm.** The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,
  - (iii) **A company.** The person signing the Proposal is the constituted attorney by are solution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.
  - (iv) **A Society.** The person signing the Proposal is the constituted attorney. We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Consultant. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*

**17) Rights of the Procuring Entity to Reject Proposal(s):**

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

..... (Signature with date)

..... (Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of Consultant]

## Form T-1A: Consultant's Commercial Information

*Note: Consultant shall fill in the following information and enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable.*

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Consultant particulars:

- (a) Name of the Consultant: .....
- (b) Corporate Identity No. (CIN): .....
- (c) Registration, if any, with The Procuring Entity: .....
- (d) Place of Registration/ Principal place of business".....
- (e) Complete Postal Address: .....
- (f) Pin code/ ZIP code: .....
- (g) Telephone nos. (with country/ area codes): .....
- (h) Mobile Nos.: (with country/ area codes): .....
- (i) Contact persons/ Designation: .....
- (j) Email IDs: .....

*Submit a self-certified copy of the registration certificate – in case of a partnership firm – Deed of Partnership; in case of a Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm. All these documents should be Notarized*

2) Taxation:

- (a) PAN number: .....
- (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
- (c) GSTIN number: ..... in Consultant and Service Site States
- (d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose: .....
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....
- (f) Comments on Tax liability and the breakup of CGST, SGST, IGST and Cess in this assignment:

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

3) Trade Registrations and Licences: We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- (a) EPF
- (b) ESI
- (c) Labour Licence
- (d) Any other required .....

4) Consultant's Authorized Representative Information

- (a) Name:
- (b) Address:
- (c) Telephone/ Mobile numbers:
- (d) Email Address:

(Signature with date) .....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[Name, address and seal of Consultant]

DA: As above

## Form T-2: Consultant's Organisation and Experience

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal on Consultant's Letter-head along with supporting documents, if any)

Consultant's Name: .....

[Address and Contact Details]

Consultant's Reference No..... Date.....

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
"Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep"

Form T-2: Please fill out this form to briefly describe the Consultant's organization and outline the recent consultant experience most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a Sub consultant, the amount paid to the Consultant), and the Consultant's role/involvement.

### A - Consultant's Organization

- 1) Provide a brief description of the background and organization of your organisation.
- 2) Include an organisational chart, a list of the Board of Directors (if applicable), and beneficial ownership. [If required as per RFP, the successful Consultant shall provide additional information on beneficial ownership.]

### B - Consultant's Experience

- 1) List only previous similar assignments completed in the last 7 years.
- 2) List only those assignments for which the Consultant was legally contracted by the client directly or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by the Procuring Entity.

- 3) You can devise your own format, but the suggested information is as follows:

*Assignment name; Client Name; Sector(s) Involved; Level: National/ State/ Local Government Institutions; Place (Village/ City/ State/ Country); Start date (month/year); Completion date (month/year); Designations/ roles of professional staff provided by you; Approx. Value of the contract (in Rs crore); Approx. Value of the services provided by your firm under the Contract (in Rs crore); Total no. of staff-months of the assignment; No. Staff-months of professionals provided by you; Narrative description of the project:*

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of consultant]

DA: As above

# **Form T-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity**

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal along with supporting documents, if any, on Consultant's Letter-head)

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
"Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep"

Consultant's Name: .....

[Address and Contact Details]

Consultant's Reference No..... Date.....

*Form T-3: Comments and Suggestions on the areas that have not been provided or any changes to the existing provisions of the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment.*

*Specifically mention where your proposal deviates from Section VI: Terms of Reference.*

## **A - ON THE TERMS OF REFERENCE**

*Note: Suggest and justify any modifications or improvements to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated into your proposal. Consultants must maintain the same numbering and structure as in Section VI: 'Terms of Reference' and Section VI-A: List of Key Experts and Required Qualifications.*

## **B - ON COUNTERPART STAFF AND FACILITIES & OTHER AREAS**

*{Comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, etc., if any}*

# Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

RFP Document No. T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
"Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep"

Consultant's Name: .....

[Address and Contact Details]

Consultant's Reference No..... Date.....

Form T-4: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

{Suggested structure of your Response:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing
- a) Technical Approach and Methodology  
{Please explain your understanding of the objectives of the assignment as outlined in the 'Terms of Reference' (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}
- b) Work Plan.  
{Please outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with Form T-5: 'Work Schedule and Planning of Deliverables'.}
- c) Organization and Staffing.  
{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff. The Organization and staffing should be consistent with Form T-6: 'Team Composition, Assignment, and Key Experts' Inputs.}

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign Proposal for and on behalf of .....  
[name, address, and seal of Consultant ]

DA: Relevant documents like technical data, literature, drawings, and other documents

## Form T-5: Work Schedule and Planning for Deliverables

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

RFP Document No. RFP No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project "Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep" Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, the mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

| No.     | Deliverables (D-n)                                  | Months / Quarters |   |   |   |   |   |   |   |   |    |    |    |       |
|---------|-----------------------------------------------------|-------------------|---|---|---|---|---|---|---|---|----|----|----|-------|
|         |                                                     | 1                 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | TOTAL |
| D-1     | {e.g., Deliverable # 1: Interim Report}             |                   |   |   |   |   |   |   |   |   |    |    |    |       |
|         | 1) Data collection                                  |                   |   |   |   |   |   |   |   |   |    |    |    |       |
|         | 2) Drafting and submission of a draft report        |                   |   |   |   |   |   |   |   |   |    |    |    |       |
|         | 3) Meeting to discuss the draft                     |                   |   |   |   |   |   |   |   |   |    |    |    |       |
|         | 4) Incorporating comments from Procuring Entity     |                   |   |   |   |   |   |   |   |   |    |    |    |       |
|         | 5) Delivery of the final report to Procuring Entity |                   |   |   |   |   |   |   |   |   |    |    |    |       |
| D-2     | {e.g., Deliverable #2: Interim Report}              |                   |   |   |   |   |   |   |   |   |    |    |    |       |
| D-3     | Specific Reports                                    |                   |   |   |   |   |   |   |   |   |    |    |    |       |
|         |                                                     |                   |   |   |   |   |   |   |   |   |    |    |    |       |
| D-Final | Final Report                                        |                   |   |   |   |   |   |   |   |   |    |    |    |       |

NOTE: The final deliverables and work plan shall be worked out in consultation with the selected consultant based on programmatic requirements.

List the deliverables with the breakdown for activities required to produce them and other milestones such as the Procuring Entity's approvals.

For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

# Form T-6: Team Composition, Assignment and Key Experts' Inputs

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
 "Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep"

Consultant's Name: .....

[Address and Contact Details]

Consultant's Reference No..... Date.....

*Note to Consultants: RFP indicates Key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) required to perform the services to the required performance standards and quality. The consultant shall quote the cost of these personnel in the Financial Proposal.*

| No                 | Name | Expert's inputs (in person – months) per each Deliverable<br>(listed in Form T-5) |          |       |       |      |     |       |  |      |       |       |
|--------------------|------|-----------------------------------------------------------------------------------|----------|-------|-------|------|-----|-------|--|------|-------|-------|
|                    |      | Position                                                                          | Location | D- 1  | D- 2  | D- 3 | ... | D - n |  | Home | Field | Total |
| <b>KEY EXPERTS</b> |      |                                                                                   |          |       |       |      |     |       |  |      |       |       |
| K-1                |      | Team Leader                                                                       | [Home]   | [1.0] | [1.0] |      |     |       |  |      |       |       |
|                    |      |                                                                                   | [Field]  | [2.5] | [0]   |      |     |       |  |      |       |       |
| K-2                |      | Contract Expert                                                                   |          |       |       |      |     |       |  |      |       |       |
|                    |      |                                                                                   |          |       |       |      |     |       |  |      |       |       |
| K-3                |      | Project Engineer                                                                  |          |       |       |      |     |       |  |      |       |       |
|                    |      |                                                                                   |          |       |       |      |     |       |  |      |       |       |
| K-4                |      | Site Engineer - Civil                                                             |          |       |       |      |     |       |  |      |       |       |
|                    |      |                                                                                   |          |       |       |      |     |       |  |      |       |       |
| K-5                |      | Site Engineer - MEP                                                               |          |       |       |      |     |       |  |      |       |       |
|                    |      |                                                                                   |          |       |       |      |     |       |  |      |       |       |
| K-6                |      | Quality Control Engineer                                                          |          |       |       |      |     |       |  |      |       |       |
|                    |      |                                                                                   |          |       |       |      |     |       |  |      |       |       |
| K-7                |      | Contract Documentation and Billing Engineer                                       |          |       |       |      |     |       |  |      |       |       |
|                    |      |                                                                                   |          |       |       |      |     |       |  |      |       |       |

|     |  |                                 |  |  |  |  |       |  |  |  |  |  |
|-----|--|---------------------------------|--|--|--|--|-------|--|--|--|--|--|
| K-8 |  | Safety Officer/<br>HSE Engineer |  |  |  |  |       |  |  |  |  |  |
|     |  |                                 |  |  |  |  |       |  |  |  |  |  |
|     |  |                                 |  |  |  |  | Total |  |  |  |  |  |

Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

“Home” means work carried out in the zone of expert’s declared place of residence. “Field” means work carried out at a place outside the zone of expert’s declared place of residence.

For Key Experts, the input should be indicated individually for the same positions as required under the Section VI-A.

## Annex to Form T-6: Key Expert Curriculum Vitae (CV)

(For all Key Experts separately)

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal along with supporting documents, if any, on Consultant's Letter-head)

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
"Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep"

Consultant's Name :.....

[Address and Contact Details]

Consultant's Reference No..... Date.....

|                                         |                          |
|-----------------------------------------|--------------------------|
| <b>Position Title and No.</b>           | {e.g., K-1, TEAM LEADER} |
| <b>Name of Expert:</b>                  | {Insert full name}       |
| <b>Date of Birth:</b>                   | {day/month/year}         |
| <b>Country of Citizenship/Residence</b> |                          |

**Education and Training:** *{List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s)/ Certificate(s) obtained. Highlight relevance to general and specific sectors}*

**Employment record relevant to the assignment:** *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}*

| Period                         | Employing organization and your title/position. Contact information for references                                                    | Country | Summary of activities performed and relevance to the Assignment |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------------------------------------------------|
| <i>[e.g., May2021-present]</i> | <i>[e.g., Ministry of .....,advisor / consultant to...<br/>For references:<br/>Tel...../e-mail.....; Mr Hbbbbbb, deputy minister]</i> |         |                                                                 |
|                                |                                                                                                                                       |         |                                                                 |
|                                |                                                                                                                                       |         |                                                                 |

Membership in Professional Associations and Publications:

.....Language Skills (indicate only languages in which you can work): .....

**Adequacy for the Assignment:**

|                                                                                            |                                                                                                   |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Detailed Tasks Assigned on Consultant's Team of Experts:                                   | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| <i>{List all deliverables/tasks as in FORM T- 5 in which the Expert shall be involved}</i> |                                                                                                   |
|                                                                                            |                                                                                                   |
|                                                                                            |                                                                                                   |

**Expert's contact information:** (e-mail ....., Mobile phone No.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by the Procuring Entity.

{day/month/year}

---

Name of Expert Signature Date

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

[name, address, and seal of Consultant ]

DA: As above, if any

## Form T-7: Terms and Conditions - Compliance

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

Consultant's Name:.....

[Address and Contact Details]

Consultant's Reference No..... Date.....

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
"Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep"

*Note to Consultants: Fill up this Form regarding Terms and Conditions in the RFP Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your Proposal in this regard.*

| Sl. No. | Ref of RFP Document Section, Clause |                    | Subject | Confirmation/ Deviation/ Exception/ reservation | Justification/ Reason |
|---------|-------------------------------------|--------------------|---------|-------------------------------------------------|-----------------------|
|         | Section                             | Clause/ Sub-clause |         |                                                 |                       |
|         |                                     |                    |         |                                                 |                       |
|         |                                     |                    |         |                                                 |                       |
|         |                                     |                    |         |                                                 |                       |
|         |                                     |                    |         |                                                 |                       |
|         |                                     |                    |         |                                                 |                       |

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the RFP Document, except those mentioned above. If mentioned elsewhere in our Proposal, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

.....

[name, address, and seal of Consultant ]

DA: If any, at the option of the Consultant.

## Form T-8: Checklist for Consultants

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

Consultant's Name:.....

[Address and Contact Details]

Consultant's Reference No..... Date.....

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project "Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep" *Note to Consultants: This checklist is merely to help the Consultants prepare their Proposals; it does not override or modify the tender requirement. Consultants must do their own due diligence also.*

| Sl. No. | Documents submitted, duly filled, signed                                                                                                             | Yes/ No/ NA |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1.      | Form T-1.- Proposal Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial Proposal)             |             |
| 2.      | Form T-1A: Consultant's Commercial Information, Power of attorney, Registration Certificates, etc.                                                   |             |
| 3.      | Form T-2: Consultant's Organisation and Experience                                                                                                   |             |
| 4.      | Form T-3: Comments and Suggestions on Terms of Reference                                                                                             |             |
| 5.      | Form T-4: Description of Approach, Methodology and Work Plan                                                                                         |             |
| 6.      | Form T-5: Work Schedule and Planning of Deliverables                                                                                                 |             |
| 7.      | Form T-6: Team Composition, Assignment and Key Expert's Input and Annex to Form T-6 containing all CVs                                               |             |
| 8.      | Form T-7: Terms and Conditions - Compliance                                                                                                          |             |
| 9.      | Form T-8: This Checklist – was ticked appropriately                                                                                                  |             |
| 10.     | Form T-9A: Bank Guarantee for Earnest Money Deposit or<br>Form T-9B: Bid Securing Declaration or<br>Form T-9C: Insurance Surety Bond – as applicable |             |
| 11.     | Form T-10: Duly signed Integrity Pact.                                                                                                               |             |
| 12.     | Form T-11: Qualification Criteria - Compliance                                                                                                       |             |
| 13.     | Form T-11.1: Performance Capability Statement                                                                                                        |             |
| 14.     | Form T-11.2: Financial Capability Statements                                                                                                         |             |
| 15.     | Financial Proposal was separately uploaded                                                                                                           |             |
| 16.     | Any other requirements, if stipulated in TIS/AITC; or if considered relevant by the Consultant                                                       |             |

# Form T-9A: Bank Guarantee Format for Earnest Money Deposit

*(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)*

(Ref ITC-clause 13.1.2 and GCC-clause 5.8)

Ref Bank Guarantee No.....  
Date.....

To  
The Board of Major Port Authority for Cochin Port, through

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin- 682009  
Kerala (India).

Whereas M/s.....with its Registered/ Head Office at..... (Name and address of the Consultant, here in after called "the Consultant", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken to submit a proposal, in pursuance of Tender no ..... date..... (here in after called "the Tender").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as Earnest Money Deposit for compliance with its obligations as per the Tender;

And Whereas we ..... with our Head Office at.....  
(name and address of the Bank, hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of.....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultants.

We further agree that no change or addition to or other modification of the terms of the Tender made by you shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....  
Our.....branch at.....\*(Name & Address of  
the.....\*(branch) is liable to pay the guaranteed amount depending on the filing of  
a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our  
.....\* branch a written claim or demand and received by us at our .....\*  
branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under  
this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

\*Preferably at the authority's headquarters competent to sanction the expenditure for  
procurement of goods/services or at the concerned district headquarters or the state  
headquarters.

## Form T-9 B: Bid Securing Declaration

*(Consultants exempted from submission of Bid Security are also required to submit this)*

(On Consultant's Letter-head)

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

To

The Board of Major Port Authority for Cochin Port, through

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin- 682009, Kerala (India).

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
"Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep"

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to this RFP document's conditions, the Proposal must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we (all members individually and jointly) shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

- 1) Withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity; or
- 2) Being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:
  - (a) Refused or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RFP document's conditions.
  - (b) Fail or refuse to sign the contract.

We know that this Proposal-Securing Declaration shall expire

- 1) If the contract is not decided - forty-five days after the expiration of the Proposal validity, any extension to it.
- 2) If the contract is not awarded to us - not later than thirty days after the conclusion of the resultant contract, or
- 3) If the contract is awarded to us - after receipt of performance security from them.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of.....

[name, address, and seal of Consultant ]

Dated on ..... day of ..... [insert date of signing]

Place.....[ insert place of signing]

DA:.....

# Form T-9C: Insurance Surety Bond Format for Earnest Money Deposit

[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]

**(To be stamped in accordance with Stamp Act of India)**

**Insurance Surety Bond No.:**

**Date:**

To

The Board of Major Port Authority for Cochin Port, through

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin- 682009  
Kerala (India).

Dear Sir,

Whereas M/s.....with its Registered/ Head Office at..... (Name and address of the Consultant, here in after called "the Consultant", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken to submit a proposal, in pursuance of Tender no ..... date.....for ..... (Name of Work) (here in after called "the Tender").

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of ..... valid for days from ..... (\*\* ) required to be submitted by the Consultant as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies as mentioned under the tender.

We, the ..... (Name of the Insurer) having our Head Office at (address of the Insurer) guarantee and undertake to pay immediately on demand by Cochin Port Authority (hereinafter called the 'Authority') the amount of .....(\*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Authority' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Consultant and/or any right/remedy available to the Consultant in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from ..... (Consultant's Name) on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....  
(Signature)

.....  
(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney PoA No.....

Date.....

**NOTE:**

1. (\*\*) This shall be the last date of bid submission deadline.  
(@) This date shall be thirty (30) days after the last date for which the tender is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Authority shall be the Creditor, the Consultant shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Consultant/Insurer issuing the Insurance Surety Bond.

## Form T-10: Integrity Pact

(If stipulated in TIS, ref Clause 9.2.1 of ITC)

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

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project "Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep" This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 202\_\_ 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....., ..... (hereinafter called the "The Consultant", 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, economical use of resources and fairness/ transparency in its relations with its Consultant(s) and/ or Consultant(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the Procurement Process and the execution of the contract for compliance with the abovementioned principles.

### Section 1 - Commitments of the 'The Principal'

- a) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 3) 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.
  - 4) The Principal shall, during the Procurement Process, treat all Consultant(s) with equity and reason. The Principal shall, in particular, before and during the Procurement Process, provide to all Consultant(s) the same information and shall not provide to any Consultant(s) confidential/ additional information through which the Consultant(s) could obtain an advantage in relation to the Procurement Process or the contract execution.
  - 5) The Principal shall exclude from the process all known prejudiced persons.
    - 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 'Consultant'**

- 4) The 'Consultant' commit themselves to take all measures necessary to prevent corruption. The 'Consultant' commit themselves to observe the following principles during participation in the Procurement Process and during the contract execution.
  - a) The '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 Procurement Processor 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 Procurement Process or during the execution of the contract.
  - b) The 'Consultant' shall not enter any undisclosed agreement or understanding with other Consultants, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Proposals or any other actions to restrict competitiveness or to introduce cartelisation in the Procurement Process.
  - c) The 'Consultant' shall not commit any offence under the relevant IPC/ PC Act ;further, the '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 'Consultant' of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Consultant/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers", shall be disclosed by the Consultant. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative must be in Indian Rupees only. A copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in the Appendix to this agreement.
  - e) The 'Consultant' shall, when presenting their Proposal, disclose any and all payments made, are committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the contract award.
  - f) Consultant who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
1. The 'Consultant' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from Procurement Process and exclusion from future contracts**

If the '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 'Consultant' from the Procurement 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 'Consultant' from the Procurement Process prior to the award according to Section 3, the Principal is entitled to demand and recover from the '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 Consultant liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

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

- a) Consultant 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 Procurement Process.
- b) If the Consultant makes an incorrect statement on this subject, he can be disqualified from the Procurement Process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

- A. In the case of Sub-contracting, the Principal Consultant shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- B. The Principal shall enter into agreements with identical conditions as this one with all Consultants and Contractors.
- C. The Principal shall disqualify from the Procurement Process all Consultants who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Consultant(s)/ Consultant(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Consultant, Consultant or Subcontractor, or of an employee or a representative or an associate of a Consultant, 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 Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Consultants/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
- 3) The Consultant(s)/ Consultant(s) accepts that the Monitor has the right to access, without restriction, all Project documentation of the Principal, including that provided by the Consultant. The Consultant shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the 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 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 Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Procuring Organisation a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

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

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

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

### **Section 10 - Other provisions**

- a) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- b) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- c) If the Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- e) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- f) 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 'Consultant.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## **Appendix to Integrity Pact**

### **Guidelines for Indian Agents of Foreign Suppliers**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.

1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, and mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainer ship, which the agent or associate receives in India or abroad from the Principal, whether should be brought on record in the Agreement and be made explicit. 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Consultants of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Consultant' of foreign origin shall disclose the name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of Consultant that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.

2.2 Consultants of Indian Nationality shall furnish the following details in their offers:

2.2.1 The 'Consultant' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Consultant for himself.

2.2.3 Confirmation of the foreign principals of Consultant that the commission/ remuneration, if any, reserved for Consultant in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.

2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned Proposal liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

## Form T-11: Qualification Criteria - Compliance

(Ref Section VIII: Qualification Criteria)

(To be submitted as part of Technical Proposal on Consultant's Letter-head, along with supporting documents, if any)

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
 "Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep" Consultant's Name:.....

[Address and Contact Details]

Consultant's Reference No..... Date.....

Note to Consultant: The Procuring Entity reserves its right to call for verification originals of all self-certified copies of stipulated documents supporting the fulfilment of qualifying criteria. If the shortlisted consultant fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity (see clause 12 below). Such RFP proposals shall be liable to be rejected as nonresponsive in addition to other punitive actions for such a breach.

### Summary of Response to Qualification Criteria

| <b>Criteria 1 – General and Similar Experience:</b>                                                                                                                                         | <b>Quantum, as detailed in Sub-forms</b> | <b>Qualification Criteria Met (Yes, or No)</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------|
| a) The number of years of our experience in Consultancy Services is:                                                                                                                        |                                          |                                                |
| b) In the specified period (as per Section VIII : Qualification Criteria), the number of Consultancy Services assignments completed or substantially completed by us is (see Form T -11.1): |                                          |                                                |
| c) In the specified period, out of the Consultancy Assignments mentioned above, the number of Similar assignments (as per Section VIII : Qualification Criteria) are (see Form T - 11.1):   |                                          |                                                |

| <b>Criteria 2 - Financial Capability</b>                                                                                                                                                                           | <b>Quantum, as detailed in Sub-forms</b> | <b>Qualification Criteria Met (Yes, or No)</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------|
| Average Turnover: During the specified period (as per Section VIII: Qualification Criteria):<br>a) Average Total Turnover (see Form T - 11.2)<br>b) Average Turnover from Consultancy Services (see Form T - 11.2) |                                          |                                                |

.....

(Signature with date)

.....

(Name and designation)  
Duly authorized to sign Proposal for and on behalf of

.....  
.....

[Name, address, and seal of Consultant ]

DA: As above, if any

## Form T-11.1: Performance Capability Statement Statement of Performance of Consultancy Services

Ref Section VIII: Qualification Criteria

(To be submitted as part of Technical Proposal on Consultant's Letter-head along with supporting documents, if any)

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project "Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep" Consultant's Name:.....

[Address and Contact Details]

Consultant's Reference No..... Date.....

Note to the Consultant:

1. Consultant must fill in this Form to prove conformance to Criteria 1 – General and Similar Experience. Mention contracts in which a Consultant has been a party, whether as a Consultant, affiliate, associate, subsidiary, Sub-consultant, or any other role. The list below is indicative only. You may attach more documents as required to highlight your past performance. Add additional details not covered elsewhere in this regard. Statements and Documents may be mentioned/ attached here.

2. List only those assignments for which the Consultant was legally contracted as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant or that of the Consultant's partners or sub-consultants but can be claimed by the Experts themselves in their CVs. Assignments of Sub-consultant(s) can be used to meet the Experience requirements specified in Section VIII, Qualification Criteria. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if the Client requests.

- 1) **The number of years of experience in Consultancy Services:** Provide evidence for the required length of experience in Consultancy Services and cross-reference the list of assignments below.
- 2) **In the specified period, list Consultancy Services assignments completed or substantially completed in a tabular form** (Period specified in Section VIII – Qualification Criteria Note: List only the most important and relevant ones. List the largest value and most relevant projects to this assignment first)
  - a) Country, client, (source of funding),
  - b) Project title, project reference number, project value, project period
  - c) Brief description of the consultant's role in the project
  - d) No. of international staff months & national staff months deployed by you on the project
  - e) Is it a Similar Experience as per Section VIII: Qualification Criteria (Yes or No)
  - f) Is it in General Sector as per Section VIII: Qualification Criteria (Yes or No)
  - g) Is it in Specific Sector as per Section VIII: Qualification Criteria (Yes or No)

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....Name, address, and seal of the Consultant]

DA: Performance records/ contracts

## Form T-11.2: Financial Capability Statements

Ref Section VIII: Qualification Criteria

(To be submitted as part of Technical Proposal on Consultant’s Letter-head along with supporting documents, if any)

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep”

Consultant’s Name:.....

[Address and Contact Details]

Consultant's Reference No..... Date.....

Note to Consultants: Fill out this Form for the consultant to highlight conformance to Criteria 2: Financial Capability. The list below is indicative only. You may attach more documents as required. Add additional details in this regard.

### Form T-11.2.1: Financial Statements

| Financial Data for Previous Three (3) Years |                 |                 |                 |
|---------------------------------------------|-----------------|-----------------|-----------------|
|                                             | Year 1: 2022-23 | Year 2: 2023-24 | Year 3: 2024-25 |
| <b>Information from the Balance Sheet</b>   |                 |                 |                 |
| <b>Total Assets</b>                         |                 |                 |                 |
| <b>Total Liabilities</b>                    |                 |                 |                 |
| <b>Net Worth</b>                            |                 |                 |                 |
| <b>Current Assets</b>                       |                 |                 |                 |
| <b>Current Liabilities</b>                  |                 |                 |                 |
| <b>Working Capital</b>                      |                 |                 |                 |
| <b>Information from Income Statement</b>    |                 |                 |                 |
| <b>Total Revenues</b>                       |                 |                 |                 |
| <b>Profits Before Taxes</b>                 |                 |                 |                 |
| <b>Profits After Taxes</b>                  |                 |                 |                 |

Attached are copies of financial statements (either audited financial statements supported by audit report or certified financial statements supported by Income tax returns), complying with the following conditions.

- i) All such documents reflect the financial situation of the Consultant and not a sister or parent company.
- ii) A Chartered accountant with Unique Document Identification Number (UDIN) must audit historical financial statements.
- iii) Historical financial statements must be complete, including all notes to the financial statements.
- iv) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

.....

(Signature with date)

..... (Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....Name, address, and seal of the Consultant]

## Form T-11.2.2: Average Annual Turnover

Ref Section VIII: Qualification Criteria

(To be submitted as part of Technical Proposal on Consultant’s Letter-head along with supporting documents, if any)

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
 “Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep”

Consultant’s Name:.....

[Address and Contact Details]

Consultant’s Reference No..... Date.....

Note: Each Consultant must fill in these forms.

| <b>Annual Turnover Data (Rs. Crore) for the Last Three (3) Financial Years<br/>[2022-23; 2023-24 &amp; 2024-25]</b> |                              |                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Year</b>                                                                                                         | <b>Total Turnover Amount</b> | <b>Turnover from Consultancy Services</b><br>(supported by a certificate from the Chartered Accountants with Unique Document Identification Number (UDIN)) |
|                                                                                                                     |                              |                                                                                                                                                            |
|                                                                                                                     |                              |                                                                                                                                                            |
|                                                                                                                     |                              |                                                                                                                                                            |
| <b>Average Annual Turnover</b>                                                                                      |                              |                                                                                                                                                            |

.....  
 (Signature with date)

.....  
 (Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....  
 .....Name, address, and seal of the Consultant]

## Form T-12: Bank Details of CoPA for Online Payment

| National Electronic Fund Transfer (NEFT/RTGS) Mandate Form<br>(Mandate for receiving payments through NEFT/RTGS from COCHINPORT<br>AUTHORITY) |                                          |                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------------|
| 1                                                                                                                                             | Vendor Name/Beneficiary Name             | <b>COCHIN PORT AUTHORITY</b>                                       |
| 2                                                                                                                                             | Vendor code                              |                                                                    |
| 3                                                                                                                                             | <b>Permanent Account Number (PAN)</b>    | <b>AAALC-1134F</b>                                                 |
| 4                                                                                                                                             | <b>TANNO</b>                             | <b>CHNC04095A</b>                                                  |
| 5                                                                                                                                             | <b>GST NO:</b>                           | <b>32AAALC1134F1ZZ</b>                                             |
| 6                                                                                                                                             | Particulars of Bank Account              | Savings Account                                                    |
|                                                                                                                                               | A. Name of Bank                          | <b>STATE BANK OF INDIA</b>                                         |
|                                                                                                                                               | 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                        | <b>SBIN0006367</b>                                                 |
|                                                                                                                                               | H. SWIFT Code:                           | <b>SBININBB</b>                                                    |
|                                                                                                                                               | I. 9 digit MICR code on the Cheque Book. | 682002021                                                          |
|                                                                                                                                               | J. Type of Account                       | Savings Account                                                    |
|                                                                                                                                               | K. Account No.                           | <b>41401802288</b>                                                 |
| 5                                                                                                                                             | Vendor Email-id                          | <a href="mailto:cash@cochinport.gov.in">cash@cochinport.gov.in</a> |

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/-**  
**FINANCIALADVISER &**  
**CHIEFACCOUNTSOFFICER**  
**COCHINPORTAUTHORITY**

---

**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

## **FORMATS**

## Format 1: Contract Form

(Ref ITC-clause 13)

The Board of Major Port Authority for Cochin Port, through

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin- 682009  
Kerala (India).

Contract No..... dated.....

To

Consultant [Write Name]

[Complete address of the Consultant]

Subject:.....

Ref: 1. *This office's Letter of Award No..... dated .....*

2. *This office RFP Document No.T9/T-2060/2025-C*

*Tender Title: Providing Project Management Consultancy Services for execution of the project "Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep" , dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the RFP Document')*

3. *Your Tender No..... dated.....and subsequent communication(s)/ Revised Offer No..... dated ....., exchanged between you and this office in connection with this tender.(Hereinafter referred to as 'Your Offer')*

Dear Sir/ Madam,

Your Proposal referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

*Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as those assigned in the General Condition of Contract enclosed.*

(2) The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of the Contract;
- b) The Special Conditions of the Contract;
- c) Appendices:
  - (i) Appendix A: Terms of Reference
  - (ii) Appendix B: Key Experts
  - (iii) Appendix C: Remuneration Cost Estimates
  - (iv) Appendix D: Reimbursable Cost Estimates
  - (v) Appendix E-1: Bank Guarantee Format for Performance Security
  - (vi) Appendix E-2: Bank Guarantee Format for Advance Payments
  - (vii) Appendix E-3: Insurance Surety Bond Format for Performance Security

In the event of any inconsistency between the documents, the following order of precedence shall prevail: this Contract Form; the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D and Appendix E-1. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

(3) Key Information

a) Summary of Costs

|                                            |                                |                                                                                                                                                                                |                      |                      |                      |                                |                              |
|--------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|--------------------------------|------------------------------|
| Name of Work:                              |                                | Providing Project Management Consultancy Services for execution of the project "Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands of Lakshadweep" |                      |                      |                      |                                |                              |
| Tender No:                                 |                                | T9/T-2060/2025-C                                                                                                                                                               |                      |                      |                      |                                |                              |
| Name of the Bidder/ Bidding Firm/ Company: |                                |                                                                                                                                                                                |                      |                      |                      |                                |                              |
|                                            | Remuneration as per Appendix C | CGST %age And Amount                                                                                                                                                           | SGST %age And Amount | IGST %age And Amount | Cess %age And Amount | Reimbursable as per Appendix D | Total Cost Contract with Tax |
| [1]                                        | [2]                            | [3]                                                                                                                                                                            | [4]                  | [5]                  | [6]                  | [7]                            | [8]                          |
|                                            |                                |                                                                                                                                                                                |                      |                      |                      |                                |                              |

b) Timelines

- (i) Effective Date of The Contract as per Work Plan in Appendix A
- (ii) Completion Date of the Services as per Work Plan in Appendix A

(4) The mutual rights and obligations of the Procuring Entity and the Consultant shall be as outlined in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

(Signature, name and address of [Procuring Entity]'s authorized, official)

For and on behalf of The Board of Major Port Authority for Cochin Port

Received and accepted this Contract .....

(Signature, name, and address of the Consultant's executive duly authorized to sign on behalf of the Consultant.)

For and on behalf of .....

(Name and address of the Consultant)

.....

(Seal of the Consultant) Place: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix A: Description of Services

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep”

Contract No.....; Date.....

Consultant's Name: .....

### 1. Terms of Reference

*Insert the text based on Section VI (Terms of Reference) of the RFP and modify it based on Forms T-1 through Form T-7 in the Consultant's Proposal. Highlight the changes to Section VI of the RFP]*

### 2. Approach and Methodology

*Insert the text based on Form T-4 in the Consultant's Proposal as negotiated between the Procuring Entity and the Consultant.*

### 3. Work Schedule and Planning for Deliverables

*Insert the text based on Form T-5 in the Consultant's Proposal as negotiated between the Procuring Entity and the Consultant.*

## Appendix B: Key Experts

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep” Contract No.....;  
Date.....\_\_

Consultant's Name:.....

*[Insert a table based on Form T-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Assignment Site; entitlement, if any, to leave pay; public holidays in the Procuring Entity that may affect Consultant's work; etc. Make sure there is consistency with Form T-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]*

## Appendix C – Remuneration Cost Estimates

RFP Document No.T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
“Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep” Contract No.....;  
Date.....

Consultant’s Name:.....

1) *Monthly rates for the Experts:*

*[Insert the table with the remuneration rates. The table shall be based on the Consultant’s Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made at the negotiations or state that none has been made.]*

- 2) *[When the Consultant has been selected under the Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract’s negotiations, also add the following: “The agreed remuneration rates shall be stated in the attached Annex to Appendix C. This Annex shall be prepared based on the Breakdown of Remuneration Rates submitted by the Consultant and incorporating any amendments agreed upon during negotiations. Should information submitted by the Consultant be found by the Procuring Entity (either through inspections or audits according to GCC clauses 5.11 and 5.12 or through other means) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have a retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with GCC clause 10.5.7 of this Contract.”*

## Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who shall be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Rate per Working Month/Day/Hour)

| Experts               |          | 1                       | 2                           | 3                      | 4         | 5                   | 6                               | 7                                      | 8                          |
|-----------------------|----------|-------------------------|-----------------------------|------------------------|-----------|---------------------|---------------------------------|----------------------------------------|----------------------------|
| Name                  | Position | Basic Remuneration Rate | Social Charges <sup>1</sup> | Over head <sup>1</sup> | Sub total | Profit <sup>2</sup> | Away from Home Office Allowance | Agreed Fixed Rate <sup>1</sup> in Figs | Agreed Fixed Rate in Words |
| Home Office           |          |                         |                             |                        |           |                     |                                 |                                        |                            |
| Away from Home Office |          |                         |                             |                        |           |                     |                                 |                                        |                            |
|                       |          |                         |                             |                        |           |                     |                                 |                                        |                            |

<sup>1</sup> Expressed as a percentage of 1

<sup>2</sup> Expressed as a percentage of 4

\_\_\_\_\_  
Signature Date

Name and Title: \_\_\_\_\_

## **Appendix D – Reimbursable Expenses Cost Estimates**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made at the negotiations or state that none has been made.]*
2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made more than the Contract amount.]*

## Appendix E-1: Bank Guarantee Format for Performance Security

*(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)*

(Ref ITC-clause 13.1.2 and GCC-clause 5.8)

Ref

Bank Guarantee No.....

To

Date.....

The Board of Major Port Authority for Cochin Port, through

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin- 682009  
Kerala (India).

Whereas M/s.....with its Registered/ Head Office at..... (Name and address of the Consultant, hereinafter called "the Consultant", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no ..... date..... to delivery ..... (Description of Services) (herein after called "the contract").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Where as we ..... with our Head Office at.....  
(name and address of the Bank, hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of.....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....  
Name and designation of the officer  
.....

Seal, name & address of the Bank and address of the Branch

\*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

## Appendix E-2: Bank Guarantee Format for Advance Payment

*(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)*

(Ref GCC-clause 10.5.2)

Ref Bank Guarantee No.....  
Date.....

To

The Board of Major Port Authority for Cochin Port, through

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin- 682009  
Kerala (India).

Whereas M/s.....with its Registered/ Head Office at..... (Name and address of the Consultant, hereinafter called "the Consultant", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no ..... date..... to delivery ..... (Description of Services) (herein after called "the contract").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors, and assigns) have agreed in pursuance of the said terms and conditions of the contract to make an advance payment of Rs..... (Rupees.....only) to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.;

And Whereas we ..... with our Head Office at..... (name and address of the Bank, 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 affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between

you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

\*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

## **Appendix E-3: Insurance Surety Bond Format for Performance Security**

*[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]*

### **(To be stamped in accordance with Stamp Act of India)**

Insurance Surety Bond No.: .....

Date: .....

Amount of Insurance Security Bond: Rs.....

Security Bond cover period from.....to..... upto claim period .....

THIS INSURANCE SURETY BOND executed on.....at ..... by ....(Name and Address of the Insurer) (hereinafter called "the Insurer", which expression shall unless it be repugnant to the subject or context thereof, include its executors, successors administrators, and assigns;

IN FAVOUR OF

The Board of Trustees of the Cochin Port Authority constituted under the Major Port Authorities Act, 2021 (hereinafter called "the Employer" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors, administrators, executors and assigns;

WHEREAS ..... (Usual wordings used in case of Bank Guarantees)

WHEREAS..... – do-

WHEREAS..... -do-

In consideration of the Authority having awarded to M/s..... [Consultant's Name]..... 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 successors administrators, executors and assigns), a Contract by issue of Authority's Work Order No..... dated..... and the same having been unequivocally accepted by the Consultant, resulting into a Contract bearing No..... dated ....., valued at ..... for and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(amount ).....% (percent) of the said value of the Contract to the Authority.

We .....[Name & Address of the Insurer] ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer' do hereby guarantee and undertake to pay the Authority, on demand any and all amount payable by the Consultant to the extent of .....(\*)..... as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Authority on the Insurer shall be conclusive and binding notwithstanding any difference between the Authority and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Authority and further agrees that the guarantee herein contained shall be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Consultant for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any

powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

This Surety Bond will not be discharged due to the change in the constitution of the Insurer or the Consultant. It is also hereby agreed that only Courts at Kochi in Kerala shall have exclusive jurisdiction in respect of all matters, including any demands claims, under this Surety Bond.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Insurance Surety Bond shall not exceed Rs.... (Rupees..... Only)
- b) This Insurance Security Bond shall remain in force upto and including ..... and encash able at .....(address of Insurer)....
- c) We are liable to pay the Surety Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before .....(3 months from validity date.)

IN WITNESS WHEREOF the Insurer has set its hands hereunto on the day, month and year first hereinabove written.

Dated this ..... day of ..... 20..... at.....

WITNESS :

2) .....  
 (Signature) ..... (Signature)  
 .....  
 (Name) ..... (Name)  
 .....  
 (Official Address) ..... (Designation with Insurer Stamp)  
 Authorised Vide Power of Attorney  
 No.....Date.....

3) .....  
 (Signature) .....  
 (Name) .....  
 (Official Address)

- Notes :
- 1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
  - 2.The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher

## Format 2: Certification by Prospective Arbitrators

(Ref GCC-clause 11.5)

To

The Board of Major Port Authority for Cochin Port, through

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin- 682009  
Kerala (India).

### Certification by Prospective Arbitrators

1. Name:.....

2. Contact Details.....

3. I hereby certify that I am a retired officer of *[Name of Organisation]* retired as ..... in .....grade.

4. I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationships concerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:-5. I have no past or current relationship/ interest, financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from time to time. The details of such a relationship or interest are as under.....

6. No concurrent circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or

Some circumstances will likely affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under.....

(Signature)

(Name & Designation)

### Format 3: Authorization to Attend Pre-Proposal Conference

(Refer to ITC-clause 7)

(on Company Official Letter Head)

Consultant's Name:.....

[Address and Contact Details]

Consultant's Reference No.....

Date.....

To

The Board of Major Port Authority for Cochin Port, through

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
W/Island, Cochin- 682009  
Kerala (India).

RFP Document No. T9/T-2060/2025-C

Tender Title: Providing Project Management Consultancy Services for execution of the project  
"Construction of Jetties and Landside Facilities at Kadmath and Kalpeni Islands  
of Lakshadweep"

Subject: Authorization to attend Pre-Proposal Conference on ..... (date).

Following persons are hereby authorized to attend the Pre-Proposal Conference for the tender mentioned above on behalf of ..... (Consultant) in the order of preference given below.

| Sr.                      | Name | Government Photo ID Type / Number |
|--------------------------|------|-----------------------------------|
| I.                       |      |                                   |
| II.                      |      |                                   |
| Alternate Representative |      |                                   |

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-Proposal opening. An alternate representative shall be permitted when regular representatives cannot attend.
2. Permission to enter the hall where the pre-Proposal conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of Consultant

Or The officer authorized to sign the Proposal.

Documents on behalf of the Consultant

[Name & address of Consultant and seal of company]

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APPROVED BY:  
  
CHIEF HYDROGRAPHER  
HYDROGRAPHIC SURVEY WING

**PROPOSED BOAT LANDING FACILITY**

**KADMATH ISLAND**

EXISTING WESTERN JETTY

EXISTING APPROACH TRESTLE

256998.84 E  
1241743.10 N

PROPOSED APPROACH TRESTLE 75 LONG

PROPOSED WESTERN JETTY 70 LONG & 12 WIDE

**PROPOSED WESTERN SIDE DEVELOPMENT**

**PROPOSED EASTERN SIDE DEVELOPMENT**

PROPOSED BERTH

255982.73 E  
1238324.07 N

PROPOSED APPROACH TRESTLE 310 LONG

**FOR TENDER PURPOSE ONLY**

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.

OWNER:  
UNION TERRITORY OF LAKSHADWEEP ADMINISTRATION  
UT OF LAKSHADWEEP ADMINISTRATION  
DEPT. OF PORT, SHIPPING AND AVIATION,  
KAVARATTI - 682555

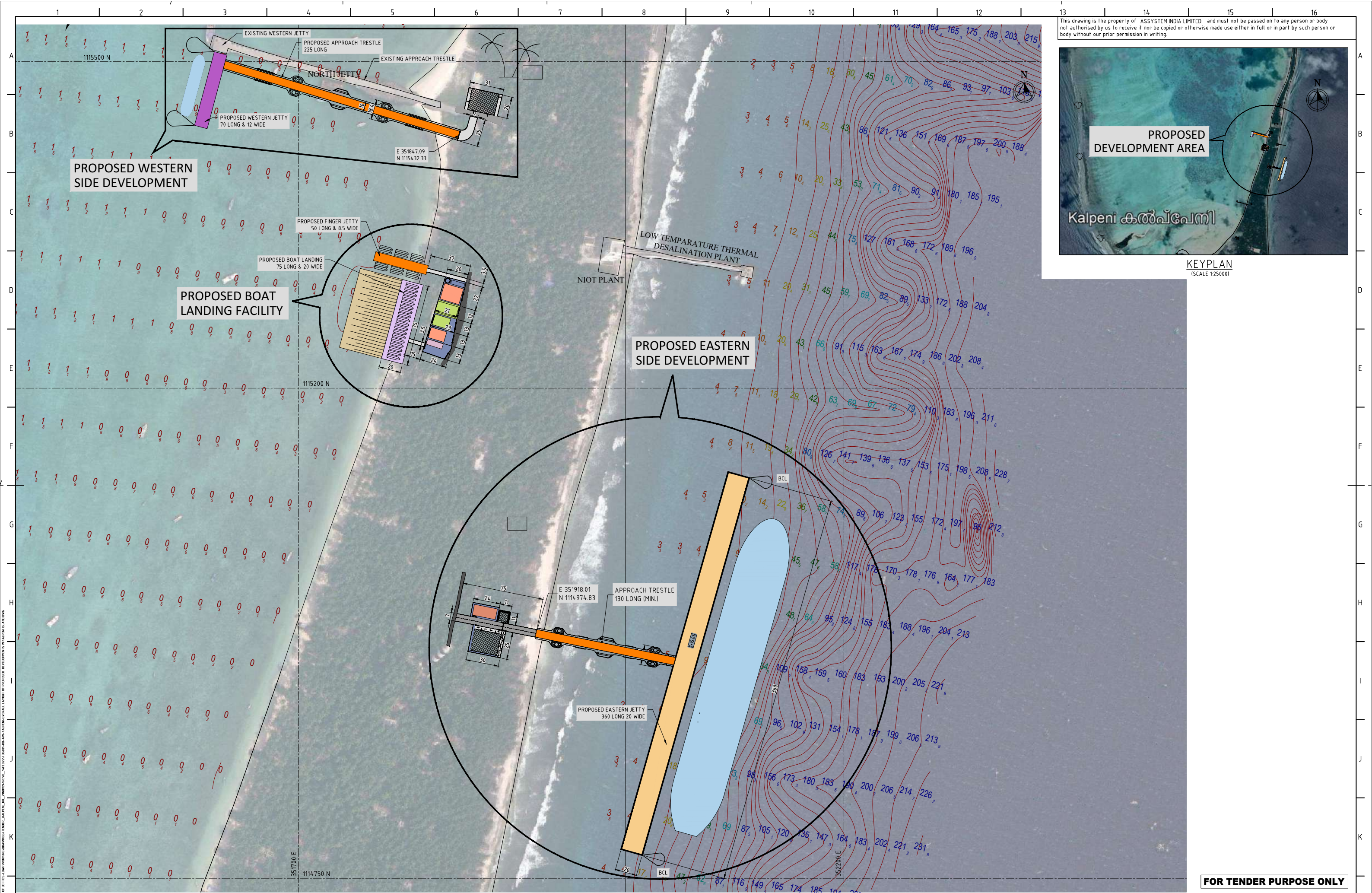
CLIENT:  
COCHIN PORT AUTHORITY  
WILLINGDON ISLAND,  
COCHIN - 682009

DESIGN CONSULTANT:  
ASSYSTEM INDIA LIMITED  
RMZ One Paramount, Campus 10  
5th Floor, Unit No.502  
110, Mount Poonamallee Road,  
Porur, Chennai - 600116

| REV | DATE     | DESCRIPTION | FOR TENDER | AVI      | SRJ     | ASA      | JAN |
|-----|----------|-------------|------------|----------|---------|----------|-----|
| B   | 13/03/25 |             |            |          |         |          |     |
|     |          |             | DRAWN      | DESIGNED | CHECKED | APPROVED |     |

PROJECT: CONSTRUCTION OF JETTIES, LANDSIDE FACILITIES AND ALLIED FACILITIES AT EASTERN AND WESTERN SIDES IN KADMATH ISLAND OF LAKSHADWEEP ON EPC CONTRACT BASIS  
TITLE: OVERALL LAYOUT OF PROPOSED DEVELOPMENTS IN KADMATH ISLAND  
DRAWING NO: TDG101  
SHEET NO: 1 OF 1  
SCALE: 1:1000





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**OWNER:**  
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 UT OF LAKSHADWEEP ADMINISTRATION  
 DEPT. OF PORT, SHIPPING AND AVIATION,  
 KAVARATTI - 682555

**CLIENT:**  
 COCHIN PORT AUTHORITY  
 WILLINGDON ISLAND,  
 COCHIN - 682069

**DESIGN CONSULTANT:**  
 ASSYSTEM INDIA LIMITED  
 RMZ One Paramount, Campus 10  
 5th Floor, Unit No.502  
 110, Mount Poonamallee Road,  
 Porur, Chennai - 600116

| REV. | DATE     | DESCRIPTION | AVI | SRJ | ASA | IAN |
|------|----------|-------------|-----|-----|-----|-----|
| B    | 25/02/25 |             |     |     |     |     |

**PROJECT:** CONSTRUCTION OF JETTIES, LANDSIDE FACILITIES AND ALLIED FACILITIES AT EASTERN AND WESTERN SIDES IN KALPENI ISLAND OF LAKSHADWEEP ON EPC CONTRACT BASIS  
**TITLE:** OVERALL LAYOUT OF PROPOSED DEVELOPMENTS IN KALPENI ISLAND  
**DRAWING NO.:** TDG001  
**FOR TENDER PURPOSE ONLY**

SHEET NO. 1 OF 1  
 SIZE A1  
 SCALE 1:11500

