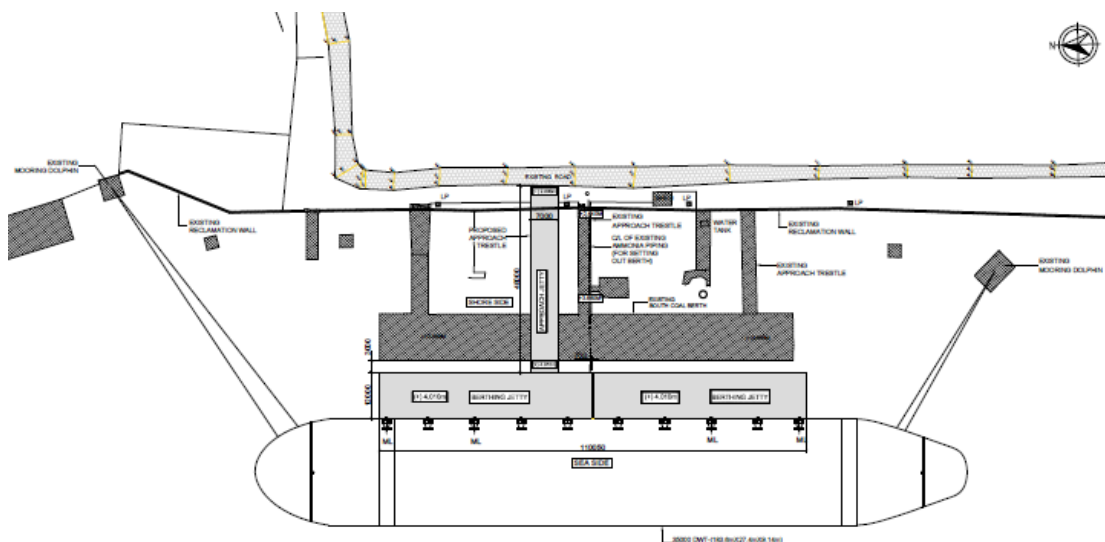




OPEN DOMESTIC BIDDING  
**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**RE-CONSTRUCTION OF SOUTH COAL BERTH AT**  
**COCHIN PORT ON ENGINEERING, PROCUREMENT**  
**AND CONSTRUCTION CONTRACT BASIS**  
(Tender No.T9/T-1919/2020-C)



**IMPORTANT DATES AND DEADLINES**

- |                                      |            |           |
|--------------------------------------|------------|-----------|
| 1. Last Date for Receiving Queries   | 27/07/2020 |           |
| 2. Last Date for Employer's Response | 06/08/2020 |           |
| 3. Tender Due Date and Time          | 27/08/2020 | 17.00 hrs |
| 4. Tender opening                    | 28/08/2020 | 15:00 hrs |

Chief Engineer  
Cochin Port Trust, Willingdon Island,  
Cochin - 682 009, Kerala, India.  
Telephone: +91-0484-2666414 /0484258 2400:  
Fax No. : +91-0484-2666414  
E-mail: coptce@gmail.com  
Website : www.cochinport.gov.in  
COCHIN

Issued to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 13/07/2020

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# COCHIN PORT TRUST

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Fax: 91-0484-2666414  
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Website: www.cochinport.gov.in  
No.T9/T-1919/2020-C

CHIEF ENGINEER'S OFFICE,  
COCHIN – 682 009.

Dated: 13/07/2020

## NOTICE INVITING TENDER (NIT) eTender

### OPEN DOMESTIC BIDDING

1. On behalf of Cochin Port Trust, Bids are invited from eligible Bidders under Two Cover system, for award of the Project through Open Domestic bidding in Electronic mode (e-Tenders), in accordance with the procedure set out in the Bid Document for “Re-Construction of South Coal Berth at Cochin Port on Engineering, Procurement and Construction (the “EPC”) contract basis (the “Project”) as per the following details:

Estimated Project Cost	<b>Rs.1969.25 lakhs</b>
Cost of Bid document	<b>Rs.10,500/-</b> including 5% GST (Non-refundable) furnished either through Demand Draft/Pay Order/ Banker's Cheque drawn in favour of the FA & CAO, CoPT, payable at Kochi, being the cost of single copy of the Tender Document
Download period of Bid document	10.00 hrs. on 14/07/2020 to 17.00 hrs. on 27/08/2020
Bid Bond	<b>Rs.19.70 lakhs</b> furnished either through Demand Draft/Pay order or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPT from any Nationalised Bank/Scheduled Bank in India <b>or</b> through an irrevocable Bank Guarantee (BG) valid for a period of 180 days plus 60 days claim period, calculated from the Bid Due Date, enforceable and encashable at Kochi, drawn from any Nationalised Bank/ Scheduled Bank operating in India.
Last Date for receiving queries	27/07/2020
Last date and time for submission of Bids	17.00 hours on 27/08/2020 ( <b>Bid Due Date</b> )
Date and time of opening the Bids	15.00 hours on 28/08/2020
Validity period of Tender	180 days from the Bid Due Date
Time for Completion	<b>12 Months</b>

2. Bid Documents can be downloaded from the e Tender portal **www.tenderwizard.com/CoPT** during the period specified in the above table by making online requisition. Demand Draft /Pay Order/Banker's Cheque **drawn in favour of the FA & CAO, Cochin Port Trust**, towards the cost of **Bid Document, shall be submitted at the time of submission of Bids. The scanned copies towards the cost of the Bid documents, in the manner indicated above, shall be attached with the e-Tender, without fail.**
3. Bid Documents can also be downloaded from Cochin Port website (**www.cochinport.gov.in**) as well as govt. tender website **www.tenders.gov.in**.
4. The Bidders need to obtain the one-time User ID & Password for log-in to e-Tender system from the service provider M/s. KEONICS by paying registration amount of Rs.1,124/- by online payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
5. The intending Bidder must have valid Class-II or III digital signature certificate to submit the Bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No. 080 – 40482000 / 9746118529 / 9605557738.
6. The Bids shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the Bid Document. The Bidders shall submit scanned copy of all the required documents such as DD / Pay Order/Banker's Cheque towards the Cost of Bid document, Bid Bond, other details required as per Bid Document etc. through the e-Tender portal.
7. The Bidder is responsible for downloading the Addenda/ Amendments/ Errata/ Replies to the Queries of the Bidders etc., if any, issued by the Employer from time to time, from the website before submission of the Bid. **Failure to submit the said Addenda / Amendments / Errata / Replies to the Queries of the Bidders, duly signed and stamped, along with the downloaded documents, while submitting the Bid, will tantamount to submission of incomplete Bid Documents and such incomplete Bid Documents are liable for rejection.**
8. All Bids are to be submitted **online** on the website **www.tenderwizard.com/COPT**. No Bids shall be accepted off-line.
9. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the Bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at Bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them for reasons whatsoever, including those arising out of incorrect use of the e-Tender system or internet connectivity failures.
10. The Bidder shall submit the Technical Bid in hard copy also enclosing the original documents towards the Cost of Tender Document and Bid Bond; proof of experience, financial details etc. along with the Letter of Submission in a sealed cover to the Chief Engineer, Cochin Port Trust, Willingdon Island, Kochi – 682009, Kerala, before opening date and time of the Tender.
11. Only those Bids which meet the following **Minimum Eligibility Criteria** shall be considered **for further evaluation:**
  - (A) **Technical Capacity**
    - (a) The Bidder should have satisfactorily completed the works as mentioned below during the last 7 years ending 30<sup>th</sup> June, 2020.
      - i) Three Similar Works each costing not less than **Rs.787.70 lakhs**

or

ii) Two Similar Works each costing not less than **Rs.984.63 lakhs**

or

iii) One Similar Work costing not less than **Rs.1575.40 lakhs**

**AND**

- (b) The Bidder should have experience in executing one Similar Work costing at least **Rs.787.70 lakhs** on EPC basis either for the projects qualified under (a) above or for any separate marine project.

**Note. 1.Similar Work**” means Construction of Marine Structures, viz. Jetties / Berths / Bridges in sea/ backwater/ river and related offshore works.

2. The Bidder shall enclose with their Bid, documents such as work order and satisfactory completion certificate, establishing their experience in “Similar works” either in original or as duly notarized copies

- (c) The value of executed works shall be brought to the current costing level by enhancing the actual value of the work upon completion by using the following enhancement factors.

Year before	Multiplying factor
One year [June, 2019]	1.07
Two years [June, 2018]	1.14
Three years [June,2017]	1.21
Four years [June,2016]	1.28
Five years [June 2015]	1.35
Six years [June 2014]	1.42

#### **(B) Financial Capacity**

- (1) The Bidder should satisfy the following financial requirement as per their latest audited Financial Statements/Balance Sheets:
- Minimum Average Annual Turnover of **Rs.590.78 lakhs** during the last three financial years ending 31<sup>st</sup> March 2019. For this purpose, only the Turnover income from operations shall be considered.
- (2) The Available Bid Capacity of the Tenderer shall be more than the total Bid Value. The Available Bid Capacity will be calculated as under:

Assessed Available Bid Capacity =  $A \times N^2 - B$ , where

‘N’ = Number of years prescribed for completion of the subject Contract

'A' = maximum value of works executed in any one year during last seven years (at current price level).

'B' = value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.

The Tenderer shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works, which shall be certified by a Chartered Accountant.

- (3) The Bidder shall have positive Net Worth at the close of the financial year ending 31<sup>st</sup> March 2019.
  - (4) The Tenderer shall demonstrate that they have available liquid assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject Contract after meeting its cash flow requirements for contracts currently in progress and for future contract commitments.
12. Bids received after the stipulated due date and time for receipt due to any reason will not be considered.
  13. Cochin Port Trust reserves the right to reject any or all the Bids without assigning any reasons thereof.
  14. **Integrity Pact (IP)** shall cover this Bid throughout its various phases, and IP would be deemed as a part of the Contract through an appropriate provision. The Bidders shall sign and submit an "Integrity Pact" to be executed between the Bidder and Cochin Port Trust along with Bid. IP would be implemented through the following Independent External Monitor (IEM) for the Bid.

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

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

15. **This Notice shall form part of the Bid Document and shall be duly signed& sealed and submitted along with the Bid by the Bidders.**

**CHIEF ENGINEER  
COCHIN PORT**  
Tele Fax: 91 0484 2666414  
Email: ce@cochinport.gov.in;  
coptce@gmail.com

# **VOLUME – I**

## **SECTION – 1**

### **INSTRUCTIONS TO TENDERERS (ITT)**

## I. GENERAL

### 1.1 SCOPE OF BID

- 1.1.1 On behalf of Cochin Port Trust, Bids are invited from eligible Bidders under Two Cover system, for award of the project through Open Domestic bidding in Electronic mode (e-Tenders), in accordance with the procedure set out in the Bid Document for “**Re-Construction of South Coal Berth, Cochi Port**” (the “Project”) through an Engineering, Procurement and Construction (the “EPC”) contract as detailed in the table given in NIT. The Bidders may submit on-line Bids for the Project detailed in the table given in NIT.
- 1.1.2 The proposed Project inter-alia covers demolition of the existing South Coal Berth to the extent required and re-construction of a new berth and approach trestle, in front of the existing berth at a distance of approximately 15m as indicated in the drawing.
- 1.1.3 Throughout these tender documents, the terms *bid* and *tender* and/or their derivatives (*bidder/tenderer*, *bid/ tender*, *bidding/ tendering*,) etc., wherever mentioned are synonymous, and day means calendar day.
- 1.1.4 The successful Bidder will be expected to complete the Project by the Intended Completion Date specified in the Contract Data.

### 1.2 LOCATION OF THE WORKS

- 1.2.1 The project location is in Willingdon Island, Kochi, Kerala, India within Cochin Port Limits. The existing South Coal Berth is located at Lat. 9°57'16.6"N 76°15'59.8"E, along the eastern bank of the Mattancherry Channel at the southern side of Mattancherry Wharf.

### 1.3 FRAUD AND CORRUPT PRACTICES

- 1.3.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Document, the Port shall reject the Tender without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Bond or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Port Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Tender. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Port Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 1.3.2 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means
- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Port Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or



- retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
- (i) establishing contact with any person connected with or employed or engaged by the Port Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 1.4 SECRECY

- 1.4.1 With a view to safeguard the secrets and confidential information relating to the Project, the Tenderer binds himself, his successors, assignees, officials, managers, technical and all other staff directly or indirectly concerned with the Project who may have acquired Project related information to secrecy. The Tenderer shall ensure, so far as lies in his power, that no third party has access to any such information.
- 1.4.2 The Tenderers are permitted to share information from the Tender Document with their possible specialized subcontractor/ suppliers under intimation to the Employer, subject to that the Tenderer shall take an undertaking from such subcontractor/suppliers that such subcontractor/suppliers shall not share the Tender Document information with any persons.

## 1.5 ELIGIBLE BIDDERS

- 1.5.1 This Tendering procedure is open to all eligible Bidders meeting the Minimum Eligibility Criteria as defined in Clause No. 1.6.
- 1.5.2 All Bidders shall provide in Section 4, forms of bid and qualification information. A firm that has been engaged by the Employer to provide consulting services for the preparation of tender documents or supervision of the works, and any of its affiliates, shall not be eligible to Bid.
- 1.5.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfillment of Minimum Eligibility Criteria.
- 1.5.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with Clause 1.3.
- 1.5.5 The Bidder for such qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

- 1.5.6 A Bidder may be a company incorporated under the Indian Companies Act, 1956 or a combination of companies with a formal intent to enter into a Consortium Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clauses 1.6.3 and 1.6.4 below.
- 1.5.7 A Bidder shall not have a conflict of interest ("**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be, in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person ("**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - a constituent of such Bidder is also a constituent of another Bidder; or
  - such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - such Bidder has the same legal representative for purposes of this Bidas any other Bidder; or
  - such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
  - such Bidder, or any Associate thereof has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
- 1.5.8 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project.

**Explanation:** In case a Bidder is a Consortium, then the term Bidder as used in this Clause 1.5 shall include each Member of such Consortium.

## 1.6 QUALIFYING REQUIREMENTS

To be eligible for Qualification, a Bidder shall fulfill the following Minimum Eligibility Criteria (MEC):

### (A) Technical Capacity

- (a) The Bidder should have satisfactorily completed the works as mentioned below during the last 7 years ending 30<sup>th</sup> June, 2020.

i) Three Similar Works each costing not less than **Rs.787.70 lakhs**

or

ii) Two Similar Works each costing not less than **Rs.984.63 lakhs**

or

iii) One Similar Work costing not less than **Rs.1575.40 lakhs**

**AND**

- (b) The Bidder should have experience in executing one Similar Work costing at least **Rs.787.70 lakhs** on EPC basis either for the projects qualified under (a) above or for any separate marine project.

**Note. 1. Similar Work**” means Construction of Marine Structures, viz. Jetties / Berths / Bridges in sea/ backwater/ river and related offshore works.

2. The Bidder shall enclose with their Bid, documents such as work order and satisfactory completion certificate, establishing their experience in “Similar works” either in original or as duly notarized copies

- (c) The value of executed works shall be brought to the current costing level by enhancing the actual value of the work upon completion by using the following enhancement factors.

Year before	Multiplying factor
One year [June, 2019]	1.07
Two years [June, 2018]	1.14
Three years [June, 2017]	1.21
Four years [June, 2016]	1.28
Five years [June, 2015]	1.35
Six years [June, 2014]	1.42

### (B) Financial Capacity

- (1) The Bidder should satisfy the following financial requirement as per their latest audited Financial Statements/Balance Sheets:
- Minimum Average Annual Turnover of **Rs.590.78 lakhs** during the last three financial years ending 31<sup>st</sup> March, 2019. For this purpose, only the Turnover income from operations shall be considered.

- (2) The Available Bid Capacity of the Tenderer shall be more than the total Bid Value. The Available Bid Capacity will be calculated as under:

Assessed Available Bid Capacity=  $A \times N^2 - B$ , where

'N' = Number of years prescribed for completion of the subject Contract

'A' = maximum value of works executed in any one year during last seven years (at current price level).

'B' = value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.

The Tenderer shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works, which shall be certified by a Chartered Accountant.

- (3) The Bidder shall have positive Net Worth at the close of the financial year ending 31<sup>st</sup> March 2019

- (4) The Tenderer shall demonstrate that they have available liquid assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject Contract after meeting its cash flow requirements for contracts currently in progress and for future contract commitments.

- 1.6.1 The Bidder shall complete the following documents as per formats, without any alterations to the text given in this Tender, failing which his offer shall be summarily rejected:

- (i) Scanned copy of Tender Document duly signed & stamped in all pages. The Tenderer shall give an undertaking that no changes have been made in the Documents as per Proforma at **Form-12**.
- (ii) Scanned copy of Company's Registration Certificate as per Companies Act 1956.
- (iii) Scanned Copy of EPF Code & ESI Registration Certificate
- (iv) Scanned Copy of Permanent Account Number (PAN) Card, GST Registration Certificate.
- (v) Copy of Professional Indemnity Insurance Policy (PI) for minimum amount equal to the estimated project cost. The policy shall be effective till the completion of five (5) years after issue of Taking Over Certificate by the Employer.
- (vi) Bid Submission Letter (On letter head of the bidding firm) (Form-1)
- (vii) Power of Attorney for Authorized Signatory of the firm (Form-2). In the case of a Consortium, the Members should also submit a Power of Attorney in favour of the Lead Member as per format given in Form-15.
- (viii) Average Annual Financial Turnover of the firm during the last three (3) years ending 31.03.2019 along with audited balance sheets/profit & loss account (Form-4).
- (ix) Experience on Similar Works executed during the last seven (7) years; and details like monetary value, clients, proof of satisfactory completion (Forms-5A, 5B and 5C). In case a particular project / contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular project / contract by producing a certificate from its Statutory Auditor or the Client. **Scanned copy of original TDS Certificates should be furnished if the Work Completion Certificate from any Private Organization is submitted towards fulfillment of qualifying criteria.**

- (x) Information regarding Financial Situation (Form-6A) and Current Contract Commitments supported by a certificate from its Statutory Auditor (Form-6B).
  - (xi) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion (Form-7)
  - (xii) List of major items of construction equipment proposed to carry out the Contract (Form-8).
  - (xiii) Personnel / Staff proposed for the Project (Form-9)
  - (xiv) Proposed Site Organization (Form-10)
  - (xv) Historical Contract Non-Performance (Form-11A), Pending Litigation (Form-11B) and Litigation History (Form-11C)
  - (xvi) Declaration for no Exceptions and Deviations from Tender Document (Form-12)
  - (xvii) Draft Pre-Contract Integrity Pact (Form-13).
  - (xviii) Proforma of Joint Venture / Consortium Agreement (Form-14), if applicable
  - (xix) Proforma of Power of Attorney for Lead Member of Joint Venture / Consortium (Form-15), if applicable
  - (xx) Proforma Letter of Authority (Form-16)
  - (xxi) Details of Tenderer for refund of EMD through E-Payment (Form-17), if applicable
  - (xxii) Format for furnishing Bank Information of Tenderer for E-Payment (Form-18)
  - (xxiii) Duly filled Checklist for Submission of Bids (Form-19)
- 1.6.2 Companies/Contractors may jointly undertake Contract/Contracts. Each entity shall be jointly and severally responsible for completing the task as per the Contract; however, one of the partners shall be nominated as the Lead Partner by all the constituent firms. Each JV partner should have an equity of 26% or more in the company.
- 1.6.3 Bid submitted by an unincorporated Joint Venture of Companies (JV) /Consortium of Companies (Consortium), shall comply with the following requirements:
- a) There shall be a Joint Venture Agreement between the constituent firms specific for the Contract package for which the Bids are submitted. The JV Agreement shall include among other things, the Joint Venture's/Consortium's objectives, the proposed management structure, the proposed distribution of responsibilities both financial as well as technical for execution of the Work, the contribution of each partner to Joint Venture / Consortium operation, the commitment of all partners to jointly and severally liable for due performance, recourse/ sanctions within the Joint Venture / Consortium in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
  - b) *In case of Bid submitted by JV / Consortium, the Minimum Eligibility Criteria (MEC) Except Financial Turnover can be fulfilled collectively by the partners of the Joint Venture / Consortium. However, the Lead Partner of the Joint Venture / Consortium shall meet the Minimum Eligibility Criteria of Financial Turnover. **The most experienced partner shall be nominated as the Lead Partner and his nomination shall be evidenced by submitting power of attorney signed by the legally authorised signatories of all the partners. The most experienced partner shall be identified based on the Total Value of Eligible***

**Works done by the partners furnished as per Form-5B of Tender Document. Therefore, documentary proof as in the case of MEC, shall be necessarily produced by the Bidders towards fulfilment of the above condition.**

- c) The Lead Partner of the Joint Venture / Consortium will provide suitable experienced personnel for at least 3 (three) positions in the Assignment/Work during the whole period of Contract execution and a statement to this effect should be included in the Joint Venture / Consortium Agreement.
- d) The Bid and in the case of the Successful Bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorised signatories of all partners.
- e) The Lead Partner shall be authorised to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture / Consortium and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- f) All partners of the Joint Venture / Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- g) **Bid Security** as required can be furnished by any partner, but it shall be **in the name of Joint Venture / Consortium only**. In case of EMD in the form of Bank Guarantee (BG), the composition and legal status of the JV / Consortium shall be properly filled in, as applicable. **Non-compliance of the above, will lead to rejection of the Bid.**
- h) Performance Guarantee, as required, will be furnished by all partner(s), out of their accounts, in proportion of their participation in Joint Venture.
- i) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Account of the individual partners) to which the individual partners shall contribute their Share Capital and/or Working Capital.
- j) Joint Venture Agreement shall also contain a clause to the effect that the financial obligation of the JV / Consortium shall be discharged through the said JV Bank Account only and also all payments received by JV from the Employer shall be through that account only.
- k) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits Bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one Bid, then both Applications/Tenders may be rejected.
- l) Each partner must submit the complete documentation, or portions applicable thereto, required to qualify the firm for Bidding.
- m) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- n) Notwithstanding demarcation or allotment of works among the partners, each partner shall be liable for non-performance of the whole Contract irrespective of their demarcation or share of works.
- o) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- p) All the correspondences between the Employer and the Contractor shall be routed through the Lead Partner.
- q) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.



- r) A legally binding Joint Venture/Consortium Agreement signed by authorised signatories of all the partners of the JV/Consortium, as per the proforma at **Form-14** shall be enclosed with the Bid.
  - s) In case, the Joint Venture/Consortium Agreement enclosed with the Bid is not acceptable to the Employer, the JV /Consortium will modify the Agreement so as to be acceptable to the Employer. However, any change in the composition and legal status of the Joint Venture / Consortium before execution of the Contract Agreement is not permitted and it shall lead to rejection of the Bid.
  - t) Power of Attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner: (a) to submit Bid, negotiate and conclude Contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the Bidding Process; and (b) in the event of a Successful Bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the Contract including payment, exclusively through Lead Partner, as per the proforma at **Form-15**, which shall be duly authenticated by a Notary Public or equivalent certifying authority, and enclosed with the Bid.
  - u) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the Contract shall be enclosed with the Bid.
  - v) The Contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the Contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
  - w) In the event of any partner leaving the JV/Consortium after executing the Contract Agreement for the Work, it shall be intimated to the Employer within 30 days by other partner(s) and such a change shall be permitted at the discretion of the Employer. Failure to do so shall be construed as default of the Contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
  - x) One of the partners of JV/Consortium should have purchased/ downloaded the Bid documents.
  - y) Number of partners in JV/Consortium shall be limited to a maximum of three.
- 1.6.4 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid Proposal, would not be eligible to submit its Bid either individually or as member of a Consortium.
- 1.6.5 A Bidder, including any Member or Associate, should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an Arbitral or Judicial authority or a judicial pronouncement or arbitration award against the Bidder, Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity, nor have had any contract terminated by any public entity for breach by such Bidder, Member or Associate, would not be eligible to submit its Bid either individually or as member of Consortium.
- 1.6.6 The following conditions shall be adhered to, by the Bidder while submitting its Bid Proposal:
- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed formats in the **Form(s)** is insufficient. Alternatively, Bidders may format the prescribed formats making due provision for incorporation of the requested information;
  - b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must pertain to the Bidder, Member or Associate named in the Bid Proposal.

c) In responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with requirements for “**Qualification**” of Bidders pursuant to Clause 1.6.1 *Qualifying Requirements (QR)* of these Tender Documents.

And

d) The Bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the Bid process and have not committed any offence under the PC Act in connection with the Bid as per proforma at **Form-12**.

e) The Bidders shall disclose any payments made or proposed to be made to any intermediaries in connection with the Bid as per proforma in **Form-12**. In case no payment is made or proposed to be made a “Nil” statement shall be closed.

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the Qualifying Requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

## 1.7 PROGRAM TO BE INCLUDED

1.7.1 In addition to the undertaking in the Tender to complete the works within the period specified, the Tenderer shall include with his Tender a Project Schedule showing the starting activity in relation to each other and the durations of all key activities. The programme should clearly indicate the Critical Path of the Works supported by a Critical Path Analysis.

## 1.8 ELIGIBLE MATERIALS, EQUIPMENT, AND SERVICES

1.8.1 The materials, equipment and services to be supplied under the Contract and financed by the Agency may have their origin in any country subject to the restrictions notified / to be notified by the Government of India, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.



## **II. CONTENTS OF TENDER DOCUMENT**

### **1.9 SECTIONS OF TENDER DOCUMENTS**

- 1.9.1 These Tender Documents consist of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 1.11.

#### **Section I**

##### **Volume-I – TENDERING PROCEDURE**

- Section-1: Instructions to Tenderers (ITT)
- Section-2: Tender Data Sheet (TDS)
- Section-3: Evaluation and Qualifying Criteria
- Section-4: Tender Forms
- Section-5: Schedule of Payments

##### **Volume-II –EMPLOYER'S REQUIREMENTS**

- Section-6A: General Specifications
- Section-6B: Specifications for Civil and Marine Works
- Section-6C: Specifications for MEP Works
- Section-7A: Scope of Work
- Section-7B: Design Criteria
- Section-7C: Drawings

##### **Volume-III –CONDITIONS OF CONTRACT AND CONTRACT FORMS**

- Section-8: General Conditions (GC)
- Section-9: Particular Conditions (PC)
- Section-10: Contract Forms

##### **Volume-IV – SITE DATA**

- Section-11: Geotechnical Report
- Section-12: Oceanographic Surveys (bathymetry)

#### **Section II – Financial Proposal**

- 1.9.2 The Invitation for Tender issued by the Employer is not part of the Tender Documents.
- 1.9.3 The Employer is not responsible for the completeness of the Tender Documents and their Addenda and/or Corrigenda, if they were not obtained directly from the Employer.
- 1.9.4 The Tenderer is expected to examine all instructions, forms, terms, and Employer's Requirements in the Tender Documents. Each Tenderer is solely responsible for conducting its own due diligence and investigation in support of the preparation of Tenders, negotiation of agreements, and the subsequent delivery of all services to be provided by the Successful Tenderer. Failure to furnish all information or documentation required by the Tender Documents may result in the rejection of the Tender.

### **1.10 CLARIFICATION OF TENDER DOCUMENTS, SITE VISIT**

- 1.10.1 A prospective Tenderer requiring any clarification of the Tender Documents shall send his 'query and request for clarification' to the Employer, in writing, at the Employer's address as indicated in the Tender Data Sheet (TDS). The Tenderer shall send his 'Query and Request for Clarification' within time schedule as described in TDS. No 'Query and Request for Clarification' will be considered afterwards. The Employer shall publish its response to 'Queries and Requests for Clarification', if any, to all Tenderers, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tender Documents as a result of a request for clarification, it shall do so following the procedure under ITT 1.11 and ITT 1.24

- 1.10.2 The Tenderer is advised to examine the Site(s) where the jetty is to be constructed, its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a Contract for the Works/Project. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.10.3 The Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or injury to their personnel, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the Site Visit.
- 1.10.4 All clarifications to Tender queries and modifications to the Tender Documents that may become necessary will be made by the Employer exclusively through Clarifications/Corrigendum to the Tender documents, which shall be uploaded in E-Tender and CoPT/ CPP portals pursuant to ITT 1.11.

### **1.11 AMENDMENT OF TENDER DOCUMENTS**

- 1.11.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tender Documents by issuing Addenda and/or Corrigenda.
- 1.11.2 Any Addendum and/or Corrigendum issued shall become part of the Tender Documents. It will be published in CoPT/ CPP websites and in e-bidding website.
- 1.11.3 To give prospective Tenderers reasonable time in which to take an Addendum/ Corrigendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 1.22.

## **III. PREPARATION OF TENDERS**

### **1.12 COST OF TENDERING**

- 1.12.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 1.12.2 The Tender submitted by a techno commercially qualified tenderer shall become the property of Cochin Port Trust (CoPT) who shall be under no obligation to return the same to the Tenderer.

### **1.13 LANGUAGE OF TENDER**

- 1.13.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in English which shall be duly notarized in the jurisdiction where the documents originated, in which case, for purposes of interpretation of the Tender, the English version shall govern.
- 1.13.2 The Financial Proposal as per the format provided in the document, shall be submitted in e-Tender portal only.
- 1.13.3 The Tenderer has to ensure that the file being uploaded in the web portal shall be in the specified file size, to avoid getting rejected by the portal.
- 1.13.4 Refer detailed checklist (Section 4-Form-19) while submitting the bids.

## **1.14 LETTER OF TENDER AND FORMS**

- 1.14.1 The Tenderer shall complete the Letter of Tender (both Technical and Financial), including the other documents as listed under ITT 1. 6 of Technical Proposal, using the relevant forms furnished in Section-4 Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 1.21. All blank spaces shall be filled in with the information requested.

## **1.15 ALTERNATIVE TENDERS**

- 1.15.1 Alternative Tenders (offering alternative proposal in any form to what is asked for, in the invitation to tender) shall be summarily rejected and shall not be considered for further evaluation.

## **1.16 TENDER PRICES**

- 1.16.1 Tenderers shall quote for the whole of the Works/Project on a single responsibility basis such that the total Tender Price covers all the Contractor's obligations mentioned in the Tender Documents in respect of the design, manufacture, including procurement and subcontracting (if any), transportation, packing, forwarding, delivery, construction, installation and completion of the Works/Project. This includes all requirements under the Contractor's Responsibilities for design, design vetting by third party agencies (i.e. IIT/any other national/international Govt accreted institutions) of repute, testing, test on completion, pre-commissioning, commissioning, test after completion, submission of warranty & guarantee certificates and defects rectification and, where so required by the Tender Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tender Documents, all in accordance with the requirements of the Conditions of Contract.
- 1.16.2 Tenderers shall provide price in the manner and detail called for Bid (Financial Proposal). The prices shall only be mentioned in the financial proposal uploaded in e-Tender portal and the price indication is exclusive of GST, Applicable GST shall be paid extra.

## **1.17 CURRENCIES OF TENDER AND PAYMENT**

- 1.17.1 The Tenderer shall express the Price of their Works in INR.

## **1.18 PERIOD OF VALIDITY OF TENDERS**

- 1.18.1 Tenders shall remain valid for a period of 180 Days, after the Tender submission deadline date specified in the ITT 1.22. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 1.18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the Tenderer's responses shall be made in writing. The Tender Security shall also be extended accordingly beyond the deadline of the extended Tender validity period. A Tenderer may refuse the request without forfeiting its Tender Security and, subsequently, his Tender will be considered as a "WITHDRAWAL". A Tenderer accepting the request shall not be required or permitted to modify its Tender.

## **1.19 TENDER SECURITY (BID BOND)**

- 1.19.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount specified in the TDS 1.20.

- 1.19.2 The Bank Guarantee shall be issued in favour of FA & CAO, Cochin Port Trust by a Nationalized/Scheduled Bank operating in India, enforceable and encashable as per the format given in Form-B [Format for Bid Bond in the Form of Bank Guarantee] of section 10. This Bank Guarantee shall remain to be valid for a period of 180 (one hundred and eighty) days plus 60 days claim period, calculated from the Bid Due Date. The Bid Bond validity shall be automatically subject to extension by the Bidder corresponding to the extension of the Tender Validity by the Bidder at the written request of the Employer. Any failure by the Bidder to automatically extend the validity of Bid Bond corresponding to the extension of the Tender Validity will result in automatic rejection of the Bidder's Bid Proposal by the Employer without any notice to the Bidder.
- 1.19.3 The Bid Bond in respect of an overseas Tender may be issued by a first class foreign Bank Branch in India duly counter-guaranteed by a Nationalized Bank having its Branch at Kochi. Any Bid Proposal not accompanied by a Bid Bond as above shall stand automatically rejected by the Employer.
- 1.19.4 Any Tender not accompanied by an enforceable and compliant Tender Security shall be rejected by the Employer as non-responsive.
- 1.19.5 The Tender Security of unsuccessful Tenderers other than L1 and L2 will be refunded immediately after ranking of the Bids. The Tender Security of L2 bidder shall be refunded immediately after entering into agreement with L1 bidder and acceptance of the Performance Security.
- 1.19.6 The Tender Security of the Successful Tenderer will be discharged after the successful Tenderer has signed the Agreement and furnished the required Performance Security.
- 1.19.7 The Tender Security may be forfeited:
- a. If a Tenderer withdraws its Tender during the period of Tender Validity specified by the Tenderer in the Letter of Tender or any extension thereto by the Tenderer, except as provided in ITT 1.19;
  - b. If the Tenderer does not accept the correction of its Tender Price pursuant to ITT 1.31; or
  - c. If the Successful Tenderer fails to:
    - (i) Sign the Contract in accordance with ITT 1.37; or
    - (ii) Furnish a Performance Security in accordance with ITT 1.38.
    - (iii) .....
  - d. If there is found to be any misrepresentation of facts in the submitted Tender
- 1.19.8 The Tender Security shall be in the name of the Tenderer only.

## **1.20 FORMAT AND SIGNING OF TENDER**

- 1.20.1 The Bidder shall scan his Proposal/TenderDocument for the purpose of uploading. The document shall be uploaded on E-Tender portal in the order appearing therein. Hard copies of the Technical Proposal shall also be submitted as per the requirement of RFP.
- 1.20.2 The original of the Tender shall be typed and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a legally authorized Power of Attorney in favour of the person (herein after called the Authorized Representative). The executor of the Power of Attorney should be authorized through an appropriate Company Board Resolution or equivalent document, copy of such company Board Resolution or equivalent document should also be attached and shall be duly notarized. In case of a foreign company, the document shall be authenticated by Indian Embassy/Consulate in that country, and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender including those where

entries or amendments have been made shall be stamped and signed or initialed by the person signing the Tender.

- 1.20.3 Any inter-lineation, erasures, or rewriting shall be valid, only if they are signed or initialed by the person(s) signing the Tender; however overwriting shall not be valid.

#### **IV. SUBMISSION AND OPENING OF TENDERS**

##### **1.21 SUBMISSION, SEALING AND MARKING OF TENDERS**

- 1.21.1 Tenderers shall upload the scanned copies of the Bid Documents comprising of Qualifying Documents, Technical Proposal and Financial Proposal separately “online” in the E-Tender portal.
- 1.21.2 The Financial Proposal shall be uploaded separately in financial package in the BOQ format. Tenderers shall not quote/mention rates anywhere else in the Bid other than Financial Proposal; otherwise the Bid shall be summarily rejected.
- 1.21.3 The Tenderer shall upload copies of the documents and forms mentioned in Form-19 (Check List) certifying full acceptance of all the clauses including Addenda/Corrigenda. The Bidder shall submit the Technical Bid in hard copy also enclosing the original documents towards the Cost of tender document, power of attorney for the authorised signatory to the Contract and Tender Bond; proof of experience, financial details etc. along with Letter of Submission in a sealed cover to the address mentioned in the TDS before opening date and time of the Tender. However in case of any discrepancy in online submission and hard copy submission, the details as submitted online would be considered final for the purpose of evaluation and signing of Contract.

##### **1.22 DEADLINE FOR SUBMISSION OF TENDERS**

- 1.22.1 Tenders must be uploaded by the Tenderer not later than the date and time indicated in the TDS.
- 1.22.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 1.11, in which case, all rights and obligations of the Employer and Tenderers previously subject to the original deadline shall thereafter be subject to the deadline as extended.

##### **1.23 LATE TENDERS**

- 1.23.1 The Employer will not consider any Tender that is submitted after the deadline for submission of Tender, in accordance with ITT 1.22. As the tendering process is online, late submission of Bid will not be allowed by E-Tender/Bid Portal. CoPT will not be responsible for any delay, internet connection failure or any error in uploading the Bid Submission. The Tenderers are advised to upload their submissions well before the due date and time of Bid Submission to avoid any problems and last minute rush.

##### **1.24 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF TENDERS**

- 1.24.1 As the Tender process is through E-Tender portal, only amendment/modification of the Tender shall be permissible. The Tender may be modified/corrected prior to the closing time and date of submission as mentioned in NIT & TDS.

##### **1.25 TENDER OPENING**

- 1.25.1 Tender opening will be done online at the time and dates specified in the TDS.
- 1.25.2 The Employer shall conduct the opening of Financial Proposal of all Tenderers who submitted responsive and technically qualified Tender.

## **V. EVALUATION AND COMPARISON OF TENDERS**

### **1.26 CONFIDENTIALITY**

- 1.26.1 Information relating to the evaluation of Tenders and recommendations of Contract Award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract Award is announced pursuant to ITT 1.36. The undue use by any Tenderer of confidential information related to the process may result in the rejection of its Tender.
- 1.26.2 From the time of Tender Opening to the time of Contract Award, if any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it may do so in writing/e-mail at the address specified in the TDS.

### **1.27 CLARIFICATION OF TENDERS**

- 1.27.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing/e-mail. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 1.31.
- 1.27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender shall be rejected.
- 1.27.3 The Employer, solely at its discretion, may ask the Tenderer for an amendment/ alteration or additional information in Tender after the due date of submission of the Tender except the Financial Proposal. Under no circumstances, the Financial Proposal be amended or altered.

### **1.28 DEVIATIONS, RESERVATIONS, AND OMISSIONS**

- 1.28.1 During the evaluation of Tenders, the following definitions apply:
- a. "deviation" is a departure from the requirements specified in the Tender Documents;
  - b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
  - c. "Omission" is the failure to submit part or all of the information or documentation required in the Tender Documents.

### **1.29 EVALUATION OF TECHNICAL PROPOSAL**

- 1.29.1 Preliminary Examination
- The Employer shall examine Technical Proposals to confirm that all documents requested in ITT 1.6 have been provided and to determine the completeness of each document submitted.
- 1.29.2 The Employer shall determine to its satisfaction whether the Tenderer has submitted the required documents to continue to meet the qualifying criteria specified in Section-3 (Evaluation and Qualification Criteria).
- 1.29.3 A responsive Tender is the one that meets the requirement of the Tender Documents without material deviation, reservation or omission.
- 1.29.4 The Employer shall examine the technical aspects of the Technical Proposal submitted in accordance with ITT 1.6, in particular, to confirm that all requirements of Volume-2 Works Requirements along with relevant Sections have been met without any material deviation, reservation, or omission.



#### 1.29.5 Evaluation

The evaluation shall be carried out in accordance with Section-3 (Evaluation and Qualification Criteria). Alternative Tenders are not allowed in the Tender as stated in ITT 1.15 and shall be ignored, if offered.

### 1.30 NONMATERIAL NONCONFORMITIES

- 1.30.1 If a Tender is not responsive to the requirements of the Tender Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 1.30.2 The determination shall also be based upon an examination of the documentary evidence of the Tenderer's qualifications, pursuant to ITT 1.30.
- 1.30.3 Provided that a Tender is responsive, the Employer may waive any non-conformities in the Tender that do not constitute a material deviation, reservation or omission.
- 1.30.4 Provided that a Tender is responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

### 1.31 CORRECTION OF ARITHMETICAL ERRORS

- 1.31.1 Financial Proposals determined to be responsive will be checked by the Employer for any arithmetic error. If there is a discrepancy between amount in figures and words, the amount in words will govern.
- 1.31.2 The amount stated in Financial Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected and the Tender Security may be forfeited in accordance with ITT 1.19.7

### 1.32 EVALUATION OF FINANCIAL PROPOSAL

- 1.32.1 The Employer shall use the criteria and methodologies for evaluation of Financial Proposal as indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 1.32.2 To evaluate a Financial Proposal, the Employer shall consider the following:
  - a) The Tender Price quoted by the Tenderer in E-Tender Portal (Financial Proposal);
  - b) Adjustment of Price for correction of arithmetic errors in accordance with ITT 1.31 and
- 1.32.3 The Tenders shall be evaluated in accordance with ITT 1.29 for comparison.
- 1.32.4 The Employer shall compare the evaluated Prices of all the responsive Tenderers to determine the lowest Tender Price.

### 1.33 ACKNOWLEDGEMENT BY THE BIDDER

- 1.33.1 It shall be deemed that by submitting the Bid Proposal, the Bidder has:
  - a) made a complete and careful examination of the RFP;
  - b) received all relevant information requested from the Employer;

- c) inspected the site of Works and its surroundings and discussed with connected agencies and collected all necessary information for the purpose of quoting for the Works. Tenderer shall rely on his own judgment, skill and expertise in all matters connected with the Tender and submission thereof;
- d) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Employer relating to any of the matters referred to hereinabove; and
- e) agreed to be bound by the undertakings provided by it under and in terms hereof.

1.33.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

### 1.34 EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

1.34.1 Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

1.34.2 The Employer reserves the right to reject any Bid if:

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

If such rejection occurs after the Bids have been opened and the **Lowest Evaluated Bidder** gets rejected, then the Employer reserves the right to:

- i. invite the remaining Bidders to match the Lowest Bidder or submit their fresh Bids in accordance with the RFP; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Process.

1.34.3 In case it is found during the evaluation, or at any time before signing of the EPC Contract, or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the qualification criteria or conditions have not been fulfilled by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the "**Letter of Award (LoA)**" or entering into the EPC Contract, and if the Bidder has already been issued the LoA or has entered into the EPC Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or anywhere else in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Employer may have under this RFP, other Bidding Documents, the EPC Contract or under the applicable law.

1.34.4 The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer hereunder or under the Contract Conditions, as the case may be.

1.34.5 The Project as a whole has been divided into different Milestones for sequential completion within the "**Construction Period**" as under:



**Milestone-1:** Completion of: (i) the dismantling of existing structures of South Coal Berth to the extent required; and (ii) Completion of 25% of jetty / approach piles within one hundred eighty (180) days from the Commencement Date.

**Milestone-2:**(i) Completion of all precast elements required for berth construction; (iii) completion of 75% of jetty / approach piles within (240) days from the Commencement Date.

**Milestone-3:** Completion of:(i) All piles, beams and deck slab; (ii) electrical works; and (iii) various construction activities entitling the Contractor to a cumulative total gross payment of at least eighty percentage (80%) of the Accepted Contract Amount, based only on Schedule of Payments within three hundred and thirty(330) days from the Commencement Date

The whole of the Works for the Project including essential Punch List items, if any, shall be completed within 12 **months** from the Date of LOA excluding Defects Liability Period for liquidation of all Punch List items.

The completion of the whole of the Works/Project in different Sections as above shall be subject to the following:

- i) The Works or any Sections thereof, as the case may be, shall successfully pass the “Tests on Completion” in terms of the EPC Contract, and
- ii) Completion of all such works as is expressly stated to be within the Scope of Works or which is implied to be so though not expressly stated as such but under terms of the Contract is required for the Works/Project to be considered as completed for the purposes of taking-over of the whole of the Works/Project by the Employer.

Save as the above, the Employer may, by prior written notice to the Contractor, change the priority of the dates for completion of any Sections or parts of the Works comprised in the respective Sections of the Works and the Contractor shall be required to adhere to such changes at no extra cost to the Employer.

## VI. AWARD OF CONTRACT

### 1.35 AWARD CRITERIA

- 1.35.1 The Employer shall award the Contract for the Project to the Bidder whose Tender has been determined to be substantially responsive to the Tender Document and who has been selected by the Employer to be competitive **based on its Qualification Requirement (QR) and Commercial & Price Bid** and has been found to be the “**Lowest Price**”. The Employer reserves the right, at its sole discretion, to award Contract for the Works for Project as a whole to one successful Bidder; or divide the Works for the Project in such identifiable Parts as is feasible and award separate Contracts for such Parts of the works to more than one Bidder.

### 1.36 LETTER OF AWARD (“LoA”)

- 1.36.1 Prior to expiry of the validity or extended validity period of the Tender, the Employer will notify the Successful Bidder by facsimile confirmed by registered letter that its Tender has been accepted. This Letter (hereinafter and in the **Contract Conditions** referred to as the “**Letter of Award**” of the Tender or “**LoA**”) shall specify the sum which the Employer will pay the Contractor (hereinafter and in the Contract Conditions referred to as the “**Contract Price**”) in consideration of the execution and completion of the Works for the Project and the remedying of any defects therein by the Contractor in terms of the Contract.
- 1.36.2 The **LoA** shall be deemed to constitute a binding Contract between the Employer and the Bidder-cum-Contractor for execution and completion of the Works for the Project and remedying defects therein in terms of the Contract Conditions.

### 1.37 SIGNING OF CONTRACT

- 1.37.1 Subsequent to the issuance of the LoA to the Successful Bidder, the Employer and such Bidder shall, **within 28 days from the date of LoA** or such extended period as may be agreed to by the Employer, execute a **Contract Agreement** to formally give effect to the Contract.
- 1.37.2 The Successful Tenderer shall bear all the costs towards Stamp paper required for the preparation of Agreement. They shall also make available 15 (Fifteen) hard bound copies of the Agreement to the Employer at their cost.

### 1.38 PERFORMANCE SECURITY

- 1.38.1 Within **14 days from the date of LoA** from the Employer, the Successful Bidder shall furnish to the Employer, a **Performance Security** in the form of an unconditional, irrevocable Bank Guarantee as per the format given in **Form-C**[*Format for Performance Bank Guarantee*] at *Section – 10*, from a Nationalized Bank having its Branch at Kochi (or from a first-class foreign Bank operating in India and counter-guaranteed by a Nationalized Bank having its Branch at Kochi, in case of Foreign Bidder) **for a sum equivalent to five (5) percent of the Contract Price.**
- 1.38.2 Failure of the Successful Tenderer, to submit the above-mentioned Performance Security pursuant to ITT 1.38.1 and/or to sign the Contract as per ITT 1.37 shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Tender Security.

### 1.39 ASSIGNMENT OF THE CONTRACT

- 1.39.1 The Employer shall be entitled to assign and/or transfer any of its rights and obligations under the Contract to be entered by the Employer with the Successful Bidder to any other person by prior notification to such Successful Bidder-cum-Contractor except that no such notification shall be required in the event of assignment to the Lender or its agent or its nominee or to any Affiliate of Employer or to a Promoter of Employer.
- 1.39.2 The Successful Bidder-cum-Contractor is deemed to have consented to the assignment by the Employer of the Contract in favour of the Lenders and hereby undertakes to execute such additional documents as may be reasonably required to give effect to any such assignment provided that execution of such additional documents shall not impose upon the Successful Bidder-cum-Contractor any duty, liability or responsibility over and above those set forth in this Tender and the Contract envisaged herein.

**VOLUME – I**  
**SECTION – 2**  
**TENDER DATA SHEET (TDS)**

<b>A. General</b>																								
-	-																							
<b>B. Contents of Tender Documents</b>																								
<b>ITT 1.10</b>	<p>For clarification purpose only, the Employer's address is: The Chief Engineer, Cochin Port Trust, Willingdon Island, Kochi - 682 009 Kerala, India Email: coptce@gmail.com; TELEFAX – 0484 2666414</p>																							
<b>ITT 1.10</b>	<p>The 'Query or Request for Clarification', if any, should reach the Employer, in writing/ e-mail, not later than <b>27/07/2020 17:00 Hrs IST</b>.</p> <p>The Tenderers can provide their 'Query or Request for Clarification' by mail followed by written submission duly signed and stamped. In addition, they are required to provide an editable soft copy (MS Word or Excel) of the Queries or Request for Clarifications raised by them.</p> <p>The Tenderers are advised to use the following format for submitting their Queries or Request for Clarifications:</p> <table border="1"> <tr> <td colspan="4">Name of the Tenderer: .....</td> </tr> <tr> <td>Query No.</td> <td>Reference Clause and Page no.</td> <td>Existing Provision in the Tender</td> <td>Query or Clarification Sought</td> </tr> <tr> <td>(1)</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>				Name of the Tenderer: .....				Query No.	Reference Clause and Page no.	Existing Provision in the Tender	Query or Clarification Sought	(1)											
Name of the Tenderer: .....																								
Query No.	Reference Clause and Page no.	Existing Provision in the Tender	Query or Clarification Sought																					
(1)																								
<b>C. Preparation of Tenders</b>																								
<b>ITT 1.20</b>	The Amount for Bid Bond is INR <b>19.70 lakhs</b>																							
<b>D. Submission and Opening of Tenders</b>																								
<b>ITT 1.22</b>	<p>The document submission shall be by way of uploading the scanned copies on the portal only. The Tenderers are further advised to machine number all the pages and prepare a Table of Contents in the beginning of each volume of documents referring the page numbers of the indexed items.</p>																							
<b>ITT 1.22</b>	<p>The Tenderer shall ensure physical submission of Tender Fee, Bid Bond, Power of Attorney and Pre-Integrity Pact (original documents) to the address mentioned hereunder: The Chief Engineer, Cochin Port Trust, Willingdon Island, Kochi - 682 009, Kerala, India</p>																							
<b>ITT 1.23</b>	<p>For Tender Submission purpose only, the Employer's address is: The Chief Engineer, Cochin Port Trust, Willingdon Island, Kochi - 682 009, Kerala, India Time and Last Date of Tender Submission: Upto 1700 Hrs IST on 27/08/2020</p>																							
<b>ITT 1.26</b>	<p>For Tender Opening purpose only, the Employer's address is: The Chief Engineer, Cochin Port Trust, Willingdon Island, Kochi - 682 009, Kerala, India Time and Date of Tender Opening: 1500 Hrs IST on 28/08/2020</p>																							

<b>E. Evaluation and Comparison of Tenders</b>
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<b>Important Dates for Tender Submission</b>
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Invitation for Tender:	14/07/2020
Last Date for Receiving Queries:	27/07/2020
Latest Date for Response to Pre-Tender Queries:	06/08/2020
Tender Submission Date:	27/08/2020 @ 17.00 Hrs (Online Tender submitting)
Tender Opening Date (Qualification):	28/08/2020 @ 15.00 Hrs (Online Tender Opening)

# **VOLUME – I**

## **SECTION – 3**

### **EVALUATION AND QUALIFICATION CRITERIA**

## 1.1 EVALUATION PARAMETERS

- 1.1.1 Only those Bidders/Consortium who meet the Minimum Eligibility Criteria specified in Clause 1.6 of Section -1, Volume-I shall qualify for further evaluation. Tenders, from Bidders/ Consortium which do not meet the Minimum Eligibility Criteria shall be rejected.
- 1.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- Technical Capacity; and
  - Financial Capacity

## 1.2 TECHNICAL & FINANCIAL CRITERIA FOR THE PURPOSE OF EVALUATION

- 1.2.1 This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate the Bids. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Forms.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS	DOCUMENTATION
S. No.	Subject	Requirement		Submission Requirements
1	<b>ELIGIBILITY</b>			
1.1	<b>Conflict of Interest</b>	No Conflicts of Interest in accordance with Clause 1.5.7 and 1.5.8, Section 1.	Must meet the requirements	FORM-1
1.2	<b>Barred by Government</b>	Not barred by Government as on the Tender Due Date. ("the Government" means Central/State Government in India, or any entity controlled by it)	Must meet the requirements	FORM-12
2	<b>HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY<sup>1</sup></b>			
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a Contract <sup>2</sup> did not occur as a result of Contractor's default from 1st July 2018 to 30 <sup>th</sup> June 2020.	Must meet the requirement	FORM-11A <sup>3</sup>

<sup>1</sup> Related to Construction Business only.

<sup>2</sup> Non-performance, as decided by the Employer, shall include all contracts where: (a) non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Contractor. Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

<sup>3</sup> FORM-11(A), (B) and (C) should be duly certified by the Statutory Auditors of the Tenderer.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS	DOCUMENTATION
S. No.	Subject	Requirement		Submission Requirements
2.2	Pending Litigation	Tenderer's financial position and prospective long term profitability still sound according to criteria established in Criteria No. 3.1 (2) below and assuming that 50% of all pending litigation will be resolved against the Tenderer	Must meet the requirement	FORM-11B <sup>3</sup>
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer <sup>4</sup> from 1 <sup>st</sup> July 2018 to 30 <sup>th</sup> June 2020.	Must meet the requirement	FORM-11C <sup>3</sup>
3	FINANCIAL SITUATION AND PERFORMANCE			
3.1	Financial Capabilities	<p>The audited balance sheets for the last 3 (<i>three</i>) financial years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position.</p> <p>* Note: 1. The information submitted by the Tenderer must mention Total Assets, Current Assets; Total Liabilities; Current Liabilities; Share Capital, Profit Before Taxes, Profit After Taxes.</p> <p>2. The financial statements should be on the name of the Tenderer (Contracting company) and not on the name of the parenting company or sister company.</p>	Must be submitted	Audited balance sheets/financial statements of the last three years
3.2		(i) The Tenderer shall demonstrate that it has access to, or has available liquid assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject Contract after meeting its cash flow requirements for contracts currently in progress and for future contract commitments.	Must meet the requirement	FORM-6A & FORM-6B

<sup>4</sup> The Tenderer shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or on-going under its execution from 1<sup>st</sup> July 2018 to 30<sup>th</sup> June 2020. A consistent history of awards against the Tenderer may result in disqualification of the Tenderer.



ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS	DOCUMENTATION
S. No.	Subject	Requirement		Submission Requirements
		(ii) The Tenderer shall have positive Net Worth at the close of the latest financial year	Must meet the requirement	FORM-6A
3.3	Average Annual Construction Turnover	Minimum Average Annual Construction Turnover <sup>5</sup> equivalent to INR <b>590.78 lakhs</b> calculated as total certified payments received for contracts in progress and/or completed within the last three (3) financial years ending 31 <sup>st</sup> March 2019 divided by three (3).	Must meet the requirement	FORM-4
3.4	Available Bid Capacity	The Tenderer shall have minimum Available Bid Capacity of INR <b>1969.25 lakhs</b> .	Must meet the requirement	As per Clause 1.6.1, Section 1
3.5	Net Worth	The Tenderer shall have positive Net Worth at the close of the financial year ending 31 <sup>st</sup> March 2019	Must meet the requirement	Tender Form 6A for the latest financial year
4	<b>EXPERIENCE</b>			
4.1	Similar Work(s) Experience <sup>6</sup>	<p>A minimum number<sup>7</sup> of Similar Works specified below that have been satisfactorily completed as a prime contractor or joint venture member<sup>8</sup>, between 1<sup>st</sup> July 2013 and 30<sup>th</sup> June 2020.</p> <p><b>“Similar Work(s)”</b> means Construction of Marine Structure viz., Jetties / Berths and related offshore works.</p>	<p>Must meet the requirement of at least 3 (three) contracts each of minimum value of <b>Rs.787.70 lakhs</b></p> <p>Or</p> <p>Must meet the requirement of at least 2 (two) contracts each of minimum value of <b>Rs.984.63 lakhs</b></p> <p>Or</p> <p>Must meet the</p>	<p>FORMS-5A and 5B along with Notarized copy or original of the Completion Certificates, which shall invariably contain completion cost, date of commencement, date of completion, Scope of works executed and <b>Scanned copy of Original TDS Certificate if the Work Completion</b></p>

<sup>5</sup> If the Annual Construction Turnover is not clearly stated in the Audited Balance Sheets / Financial Statements of the Tenderer, specific certificate issued by its Statutory Auditors, should be submitted.

<sup>6</sup> The Similar Works experience(s) of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. The Tenderers are advised to strictly adhere to this requirement and submit the Similar Works experience(s) from the client(s) of the Tenderer.

<sup>7</sup> Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

<sup>8</sup> For contracts under which the Tenderer participated as a member of a joint venture/consortium, only the Tenderer's share, by value, shall be considered to meet this requirement. Experience as a sub-contractor will not be considered.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS	DOCUMENTATION
S. No.	Subject	Requirement		Submission Requirements
			requirement of at least 1 (one) contract of minimum value of <b>Rs.1575.40 lakhs</b>	<b>Certificate from any Private Organization is submitted for the above purpose.</b>
<b>4.2</b>	EPC Contract Experience	The Bidder shall have experience in executing one Similar Work costing atleast <b>Rs787.70 lakhs</b> on EPC basis either for the projects qualified under 4.1 above or for any separate marine project	Must meet the requirement	Form-5C along with Notarized copy or original of the Completion Certificates, which shall invariably contain completion cost, date of commencement, date of completion, Scope of works executed on EPC basis and Scanned copy of Original TDS Certificate if the Work Completion Certificate from any Private Organization is submitted for the above purpose.
<b>5</b>	<b>DEPLOYMENT OF EQUIPMENT AND PERSONNEL</b>			
<b>5.1</b>	<b>Proposed Equipment</b>	Details of the Minimum Proposed Equipment for completion of the Works	Must meet the requirements.	FORM-8
<b>5.2</b>	<b>Key Personnel</b>	Details of the proposed Key Personnel for completion of the Works	Must meet requirement	FORM-9

## 1.3 DOCUMENTS TO BE SUBMITTED

1.3.1 The bidder shall submit the following documents:

- Duly Signed "Pre-Contract Integrity Pact" as per format given in **Form-13** of Section-4  
*[Integrity Pact]*
- Bid Bond as per format given in **Form-B** of Section-10 *[Format for Bid Bond in the Form of Bank Guarantee]*
- Demand Draft/ Pay Order/Banker's Cheque towards Cost of Tender Document.
- Letter of Submission** addressed to the Employer as per the format given in **Form-1**
- Duly filled and signed by the following **Forms of Section-4:**
  - Form-3 Organization Details**
  - Form-7 Proposed Approach and Methodology for Execution of Works**
  - Form-10 Proposed Site Organization**
  - Form-16 Letter of Authority**

- f) A Notarised Copy of the **Power of Attorney** issued by the Bidder to the **authorised signatory** of the Tender as per format given in **Form-2** *[Format for Power of Attorney for signing the Bid]*.
  - g) A Notarised Copy of the **Power of Attorney for the Lead Member** of the Consortium issued by all the Members of the Consortium pursuant to Clause 1.6.3 as per format given in **Form-15** *[Format for Power of Attorney for the Lead Member of Consortium], if applicable.*
  - h) A Notarised Copy of **Joint Venture/Consortium Agreement** entered into by all the Members of the Consortium pursuant to Clause 1.6.3 as per format given **Form-14** *[Joint Venture/Consortium Agreement], if applicable.*
  - i) The **Original set of RFP Documents** downloaded from Employer's website in its own name together with all Addenda/Corrigenda duly signed on all pages by the Bidder.
  - j) **A Declaration that no changes** have been made in the Tender Documents downloaded by the Bidder or issued to the Bidder by the Employer, **Financial Bid is unconditional**, no illegal methods have been used for influencing the Bid Process, **disclosure of payments** made/proposed to be made to Intermediaries in the Proforma given in **Form-12**
  - k) **Any other document or literature** which the Bidder thinks is necessary for proper evaluation of its Tender. The Bidder shall draw special attention of the Employer to such document or literature in its forwarding letter as per **Form-1**.
  - l) Duly filled Check List for submission of Bids in **Form-19**.
- 1.3.2 Any failure by the Bidder to submit the foregoing documents in Cover -1 will render the Bidder ineligible for participation in the Bidding Process.

# **VOLUME – I SECTION – 4 TENDER FORMS**

## FORM-1:

### FORMAT OF BID SUBMISSION LETTER

(On letter head of the bidding firm)

Reference No.

Date:

From:

.....  
.....

To:

The Chief Engineer,  
Cochin Port Trust,  
Willingdon Island, Kochi  
Kerala

Dear Sir,

Subject: Submission of Tender for the contract works of the “**Re-Construction of South Coal Berth at Cochin Port on EPC Contract Basis**”

Reference: Tender No: T9/T-1919/2020-C

- 1) Having examined the completeness of Bid Documents including Invitation of Bid, Instructions to Tenderers, Conditions of Contract, General Specifications and Scope of Work, Technical Specifications, Bill of Quantities, Drawings, Forms and Annexures for the execution of the above named Works, we, the undersigned offer to execute and complete such Works and remedy any defects therein in conformity with the said Bid Document being awarded to us.
- 2) We undertake, if our Bid is accepted, to:
  - i) furnish Performance Guarantee within 14 (Fourteen) days on date of the Letter of Award/Work Order.
  - ii) enter into Contract Agreement within 28 (Twenty Eight) days on date of the Letter of Award/Work Order. Form of Contract Agreement is in Section 10 (Form-A).
- 3) Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the Conditions of Contract.

- 4) We ..... (Name of the Bidding Firm)..... submits herewith our Bid through e-Tender portal for selection of our firm/organization as Contractor for the above mentioned Contract. The submission comprises, separately of:
- i) Proofs for Tender Fee & Bid Bond
  - ii) Technical Bid and
  - iii) Financial Bid
- 5) We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the Tender Documents.
- 7) We, including our respective personnel (including subcontractors, suppliers, manufacturers) and affiliates, for any part of the Contract, do not have any Conflict of Interest.
- 8) Our Bid is valid for the period of hundred eighty (180) days from the date of submission deadline fixed for the Tender and will be binding on us.
- 9) We have not made any tampering or changes in the Bid Documents on which the Bid is being submitted and if any tampering or changes are detected at any stage, we understand the Bid will invite summary rejection and forfeiture of Bid Security/ the Contract will be liable to be terminated along with forfeiture of Contract Performance Security, even if LOA has been issued.
- 10) We understand that, the Cochin Port Trust is not bound to accept any Bid that the Cochin Port Trust may receive.

Yours faithfully,

.....

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

Address: .....

.....

.....

## FORM-2:

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

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

### POWER OF ATTORNEY\*

Know all men by these presents, we ..... (name of firm with address of the registered office) .....do hereby constitute, appoint and authorize Mr./Ms. .....(name and residential address ..... who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to **“Re-Construction of South Coal Berth at Cochin Port on EPC Contract Basis** (Tender No. T9/T-1919/2020-C)” including signing and submission of all documents and providing information/responses to the Chief Engineer, CoPT, Kochi, representing us in all matters, dealing with CoPT in all matters in connection with our Bid for the said Project.

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

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

(Signature of authorised Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1

Witness 2

Name:

Name:

Address:

Address:

Occupation:

Occupation:

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



## FORM-3:

### ORGANIZATION DETAILS

CONTRACT No.:

NAME OF TENDERER:

1. Name of the Owner:

2. Address:

Telephone No. :

Fax No.

3. Description of Tenderer  
(for e.g. General, Civil Engineering  
Contractor or Joint Venture/Consortium etc.)

4. Registration and Classification  
of Contractors

5. Name and address of Bankers

6. Number of years of experience  
as a General Contractor :-

In own Country:

Internationally:

7. Number of years of experience  
as a Sub Contractor

8. Name and Address of partners or associated companies to be involved in the Project and whether Parent/ Subsidiary/other
  9. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the Project etc.
  10. Name and address of the companies/ Sub-contractors who will be involved in the execution of works, namely:
  11. Name and address of companies who will be involved in the supply of bought out items
    - a) Fenders, stainless steel chains and accessories
    - b) Bollards, Ladders and Mooring Rings
    - c) Tower Cranes
  12. Attach Organization Chart showing the structure of the company including names of Directors/ Key Personnel at Head Office who would be responsible for the Project and a separate chart showing proposed Site Construction Organisation.
- .

DATE:

TENDERER'S SIGNATURE WITH STAMP

**FORM-4:**  
**FINANCIAL TURNOVER**

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

Financial Year	Turnover (Rs. in Crores)
FY 2018-2019	
FY 2017-2018	
FY 2016-2017	

NB:- Turnover should be reflected in the audited balance sheet for the said year, Tenderer shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- years as required in the Eligibility Criteria Clause 1.6 of Section 1. Annual Turnover of the Bidder shall be submitted duly certified by Chartered Accountant or Competent Authority. Copies of documents shall be duly notarized, subject to production of the originals when demanded.

**Certified by Chartered Accountant**

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-5A:

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

Please provide information only for project relating to the construction of Marine Structure viz., Jetties, Berths and Bridges in Sea/Backwater/River and related offshore works for which the Employer as a corporate entity legally contracted your firm, or where your firm participated as one of the major companies within a consortium/JV.

#### ELIGIBLE ASSIGNMENT DETAILS

Assignment Number:.....

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

#### Instructions:

- Bidders are expected to provide information in respect of Eligible Assignments in this Section. The Assignments cited must comply with the criteria specified Clause No. 1.6.1 of Section 1.
- A separate sheet should be filled for each of the Eligible Assignments.
- The details are to be supplemented by documentary proof from the respective client /owner for having carried out such Assignment, duly certified by clients/ owners.
- The works indicated in this Form-5A will be only being considered for evaluation. Mere submission of work completion certificate will not be considered towards Eligible Assignments.
- Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts shall be attached. The certificate shall invariably contain the following among other things:
  - Details of work involved specifying the nature of work
  - The completion cost of the work and

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

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

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

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-5C:

### DETAILS OF WORKS EXECUTED ON EPC CONTRACTS

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

- Note:**
- (1) The Bidder to furnish the details of each assignment in the format given under Form-5A.
  - (2) Bidder to enclose Completion Certificate issued by owner, either in original or certified by a Notary Public or equivalent certifying authority.

DATE:

TENDERER'S SIGNATURE WITH STAMP



## FORM-6A:

### FINANCIAL SITUATION

#### 1. Financial Data

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

## 2. Financial documents

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

### Note:

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-6B:

### CURRENT CONTRACT COMMITMENTS (CCC)

S. No.	Name of the Contract	Joint Venture Percentage Share (%)	Commencement Date as per Contract	Completion Date as per Contract	Period of Completion of work (in months)	Total Contract Value	Work done up to 30 <sup>th</sup> June 2020	Value of works outstanding as on 30 <sup>th</sup> June 2020	Converted Contract Value Share of Tenderer	Value of works outstanding as on 30 <sup>th</sup> June 2020 Share of Tenderer	Working Capital requirement for 3 months* Share of Tenderer	Fund based line of credit sanctioned for these contracts
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1												
2												
3												
...												
Total (A)												
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1												
2												
3												
4												
...												
Total (B)												
Total (A+B)												

NOTE:

- (A) List all current contracts in progress which have started before the closing of the latest submitted Audited Balance Sheet
- (B) List all current contracts in progress which have started or to be started after the closing of the latest submitted Audited Balance Sheet.

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

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

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

**Note:**

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

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-7:

### DETAILS OF PROPOSED APPROACH & METHODOLOGY

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-8:

### PLANTS AND EQUIPMENT PROPOSED FOR THE WORK/PROJECT

The suggested list of plant and equipment required for the work is furnished hereunder. The Tenderer shall confirm as to whether the equipment listed hereunder are intended to be used for the work or any other alternative key equipment are used and also give an undertaking to provide this equipment in case of Award of Contract to him.

Sl. No.	Equipment Characteristics	Capacity	Owned/ Leased	Year Make	Minimum Number
1.	Mobile Crane	Min 75 T			2
2.	Double Drum Winch	7.5 T			3
3.	Air Compressor	400 CFM			3
4.	DG Set	125 KVA			2
5.	Concrete Pump	48 cum/hr			1
6.	Yard/Erection Gantry	> 15 T capacity			2
7.	Floating Barge / Pontoon				1
8.	Transit Mixer				2

Note:

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

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

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-9:

### PERSONNEL / STAFF PROPOSED FOR THE PROJECT

(The summary of the experienced Key Personnel proposed to be employed for the Work/Project shall be indicated)

Sl. No.	Position	Name	Qualification	Years of Experience (General)	Years of Experience in the Proposed Position	Min. Number of Engineers
1	Project Manager		Graduate in Civil Engineering	10	5	1
2	QA/QC Engineers		Graduate in Civil / Mechanical or Electrical Engineering	5	2	1
3	Site Engineers		Graduate / Diploma in Civil Engineering	2 (Graduate) / 3 (Diploma)	2 (Graduate) / 3 (Diploma)	3
4	Site Engineers		Graduate / Diploma in Mechanical / Electrical Engineering	2 (Graduate) / 5 (Diploma)	1 (Graduate) / 2 (Diploma)	1

1. Acceptance of these details shall not relieve the Tenderer of any of his obligations under the Contract.
2. The Tenderer may be agreed to deploy additional and requisite resources considered to be necessary and proposed to be deployed for undertaking this Work/Project, without extra cost as per decision of Employer.

DATE:

TENDERER'S SIGNATURE WITH STAMP



## FORM-10:

### PROPOSED SITE ORGANISATION CHART

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-11A:

### HISTORICAL CONTRACT NON-PERFORMANCE

Details of the Contract(s) not performed from 1<sup>st</sup> July 2018 to 30<sup>th</sup> June 2020 specified in Section 3, Eligibility and Qualification Criteria No. 2.1 is as follows:

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

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

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

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

#### Notes:

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

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

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

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-11B:

### PENDING LITIGATION

Details of Pending Litigation up to 30<sup>th</sup> June 2020, in accordance with Section 3, Eligibility and Qualification Criteria No. 2.2 are as follows

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

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

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

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

**Notes:**

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-11C:

### LITIGATION HISTORY

Details of Litigation History till 30<sup>th</sup> June 2020 in accordance with Section 3, Eligibility and Qualification Criteria No. 2.3 are as follows:

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

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

.....(Signature of the Statutory Auditor)  
..... (Full Name of the Statutory Auditor)  
..... (Name of the Statutory Auditor's Firm)

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

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

**Notes:**

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

DATE:

TENDERER'S SIGNATURE WITH STAMP



## FORM-12:

### DECLARATION

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

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

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

## FORM-13:

### PROFORMA OF PRE-CONTRACT INTEGRITY PACT

#### General

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

WHEREAS the BUYER/EMPLOYER has invited Bids for the project of **“Re-Construction of South Coal Berth at Cochin Port on EPC Contract Basis (hereinafter referred to as the “Project”)** and the BIDDER/SELLER is submitting his Bid for the Project and

WHEREAS the BIDDER/SELLER is a Private Limited Company/Public Limited Company/Government Undertaking/Registered Partnership Firm constituted in accordance with the relevant law in the matter/ JV/Consortium and the BUYER/ EMPLOYER is Cochin Port Trust.

NOW, THEREFORE,

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

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

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

#### 1. Commitments of the BUYER/ EMPLOYER

- 1.1 The BUYER/ EMPLOYER undertakes that no official of the BUYER/ EMPLOYER, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER, either for themselves or for any person, organization or third party related to the Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER/ EMPLOYER will, during the pre-Contract stage, treat all BIDDERS/SELLERS alike and will provide to all BIDDERS/SELLERS the same information and will not provide any such information to any particular BIDDER/SELLER which could afford an advantage to that particular BIDDER/SELLER in comparison to other BIDDERS/SELLERS.
- 1.3 All the officials of the BUYER/ EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### 3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-Contract or post-Contract stage in order to secure the Contract and in particular commit itself to the following: -

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

contained in any electronic data carrier. The BIDDER/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

#### **4. Previous Transgression**

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

#### **5. Earnest Money / Performance Security**

- 5.1 While submitting commercial bid, the BIDDER/SELLER shall deposit an amount ..... (to be specified in Bid Document) as Earnest Money, with the BUYER/ EMPLOYER through any of the following instruments:
- (i) Bank Draft or a Pay Order or Banker's Cheque in favour of the FA & CAO, CoPT;
- (ii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money shall be valid upto a period of 148 days from the Bid Due Date.
- 5.3 In case of the Successful BIDDER/SELLER, a Performance Security in the form of Bank Guarantee valid till 30 days after the end of defect liability period or any other mode or through any other instrument (to be specified in the Bid Document) will also be furnished to the BUYER/ EMPLOYER, within 21 days of Letter of Acceptance of the bid by the BUYER/ EMPLOYER.
- 5.4 In case of the Successful BIDDER/SELLER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of 'Sanctions for Violations' shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing Sanction for Violation of this Pact.
- 5.5 No interest shall be payable by the BUYER/ EMPLOYER to the BIDDER/SELLER on Earnest Money/Performance Security for the period of its currency.

## 6. Sanctions for Violations

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

- (i) To immediately call off the pre-Contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER. However, the proceedings with the other BIDDER/SELLER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-Contract stage) and/or Performance Security (after the Contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER/ EMPLOYER and the BUYER/ EMPLOYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER/SELLER.
- (iv) If the BUYER/ EMPLOYER has disqualified the bidder from the tender process according to Section-4 prior to the award, the BUYER/ EMPLOYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit.

If the BUYER/ EMPLOYER has terminated the Contract according to Section-4, or if the BUYER/ EMPLOYER is entitled to terminate the Contract according to Section-4, the BUYER/ EMPLOYER shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the Contract Value, or the amount equivalent to Performance Security, whichever is higher.

The BIDDER/SELLER agrees and undertakes to pay the said amounts, without protest or demur, subject only to the condition that, if the BIDDER/SELLER/Contractor can prove and establish that the termination of the Contract after the Contract award has caused no damage or less damage than the amount of the liquidated damages, the BIDDER/SELLER/Contractor shall compensate the BUYER/ EMPLOYER, only to the extent of the damage in the amount proved..

- (v) To debar the BIDDER/SELLER from participating in future bidding processes of the BUYER/ EMPLOYER for a minimum period of five years, which may be further extended at the discretion of the BUYER/ EMPLOYER.
- (vi) To recover all sums paid in violation of this Pact by BIDDER(s)/SELLERS to any middleman or agent or broker with a view to securing the Contract.

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

6.3 . In case of a final decision by the BUYER/EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER/SELLER, it shall be binding and therefore, notified to the BIDDER/SELLER forthwith. However, the BIDDER/SELLER can approach the Independent Monitor(s) appointed for the purposes of this Pact in appeal, under intimation to the BUYER/EMPLOYER, within a period not later than of one month of the date of such notification. In such cases, the decision of the Independent Monitor(s) will be final, conclusive and binding on both the BIDDER/SELLER and the BUYER/EMPLOYER.

## 7. Fall Clause

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

“**Similar Project**” means a Project with similar location, topography, soil conditions, scope of work, terms and conditions of Contract and such other aspects which would have material effect on the bid price.

## 8. Independent Monitors

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

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

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 8.4 Both the Parties accept that the Monitor have the right to access all the documents relating to the Project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe that a violation of this Pact has occurred, he will so inform the Authority designated by the BUYER/ EMPLOYER,
- 8.6 The BIDDER/SELLER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/ EMPLOYER, including that provided by the BIDDER/SELLER. The BIDDER/SELLER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER//SELLER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor, the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/



BIDDER/SELLER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

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

#### 10. Law and Place of Jurisdiction

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

#### 11. Other Legal Actions

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

#### 12. Validity

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

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

13. The Parties hereby sign this Integrity Pact at ..... on .....

BUYER/ EMPLOYER

BIDDER/SELLER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Cochin Port Trust

Witness:

Witness:

1. ....

1.....

2. ....

2.....

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



## FORM-14:

### PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

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

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

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

#### 1.0 Formation of Joint Venture/Consortium

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

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

(iii) .....

1.2. On behalf of Board of Trustees of Port of Cochin (hereinafter referred to as "Employer"), the Chief Engineer, Cochin Port Trust has invited bids from eligible bidders for executing the Work of "**Re-Construction of South Coal Berth at Cochin Port on EPC Contract Basis TENDER No. T9/T-1919/2020-CJ**" (herein after referred as "the Project").

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

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

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

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

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

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

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

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

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

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

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

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

Witness 1

Witness 2

## FORM-15:

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

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

By this Power- of-Attorney **executed** on **this** ....day of .....(month) of 20..., We,

(i) (.....Name of legally authorized signatory of first partner to be filled in.....), (ii) (.....Name of legally authorized signatory of second partner to be filled in.....), ..... hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), : (a) to submit bid, negotiate and conclude Contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the Bidding Process; and (b) in the event of a Successful Bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the Contract including payment for the work of “**Re-Construction of South Coal Berth at Cochin Port on EPC Contract Basis [TENDER No. T9/T-1919/2020-C]** exclusively through Lead Partner.

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

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

.....  
.....

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

**FORM-16:**  
**PROFORMA LETTER OF AUTHORITY**

To

The Chief Engineer,  
Cochin Port Trust,  
Kochi.

Dear Sir,

We, \_\_\_\_\_, do hereby confirm that  
M/s \_\_\_\_\_ (Name and Address) is/are authorized to represent us to bid, negotiate and conclude  
the Agreement on our behalf with you against Tender No. T9/T-1919/2020-C.

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

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

**FORM-17:**

**DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH  
E-PAYMENT SYSTEM**

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

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

Mobile No :

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-18:

### FORMAT FOR FURNISHING BANK INFORMATION FOR E-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/Fax No. of the beneficiary	Telephone : Mobile : Fax :
8	Cancelled Cheque	

DATE:

TENDERER'S SIGNATURE WITH STAMP

## FORM-19: CHECKLIST FOR SUBMISSION OF BIDS

S. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No)	Ref Page No.	Remarks
1.	Original Demand Draft/ Pay Order/Banker's Cheque towards Cost of Tender Document			Shall be submitted before opening date and time of the Tender
2.	Original Demand Draft/ Pay Order/ Banker's Cheque or irrevocable Bank Guarantee (BG) towards Bid Bond (EMD)			Shall be submitted before opening date and time of the Tender
3.	Original Pre-Contract Integrity Pact (FORM-13)			Shall be submitted before opening date and time of the Tender
4.	One Original Technical Proposal in hard bound			Shall be submitted before opening date and time of the Tender
5.	Three copies of Technical Proposal in spiral/hard bound and Two soft copies (read only) in Compact Disc (CD)			Shall be submitted before opening date and time of the Tender
6.	Scanned copy of Tender Document duly signed & stamped in all pages. The Tenderer shall give an undertaking that no changes have been made in the Tender Document.			
7.	All pages are machine numbered and signed by Authorised Representative on each page			
8.	Scanned copy of Demand Draft/ Pay Order/Banker's Cheque towards Tender Fee			
9.	Scanned copy of Demand Draft/ Pay Order/ Banker's Cheque or irrevocable Bank Guarantee (BG) towards Bid Bond (EMD)			
10.	Copy of Company's Registration Certificate as per Companies Act 1956/ 2013			
11.	Copy of EPF code & ESI Registration Certificate			



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

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

DATE:

TENDERER'S SIGNATURE WITH STAMP

# **VOLUME I**

## **SECTION 5**

### **SCHEDULE OF PAYMENTS**

**Schedule of Payments: Apportionment of Accepted Contract Amount for Payments according to Major Cost Centres**

Major Cost Centre*	Description of Major Cost Centre	Percentage of Accepted Contract Sum
(1)	(2)	(3)
A	Berth and Approach Trestle	95%
B	Electrical works and Other Utilities,	5%
C	<b>Total</b>	<b>100%</b>

\*The further breakup of each of major cost centre i.e. cost centres are provided separately in this Section-5 itself.

Note: The percentage figures as filled in Column (3) by the Employer for the apportionment of the Accepted Contract Amount for completion of the Works corresponding to the items given above are fixed and payment will be released for different major cost centres as per above percentage break-up of Accepted Contract Amount. Refer Sub-Clause 14.4 – Particular Conditions of Contract for further details. For Items of work to be executed based on the design of the Contractor, no separate fee is payable and the same is deemed to have been included in the Accepted Contract Amount for the execution of the Works.

**In case of discrepancy in the distribution of any item of work to major cost centre or its sub cost centre, the Employer has right to distribute the said item to any cost centre and the decision of the Employer is final and binding on the Contractor. In this regard, there shall not be any claim whatsoever by the Contractor.**

#### A - Schedule of Payment of Berth and Approach Trestle

Cost Centre	Item of Work	Weightage of Major Cost Centre "A"
(1)	(2)	(3)
A1	On completion of 20% of Piles and demolition of Berth and Piles at required portion at existing Berth	12%
A2	On completion of 40% of Piles	12%
A3	On completion of 60% of Piles	12%
A4	On completion of 80% of Piles	12%
A5	On completion of 100% of Piles	12%
A6	On completion of 50% area of Superstructure consisting of pile caps, beams, deck slab, screed, kerb, etc.	10%
A7	On completion of the entire Superstructure	10%
A8	On Installation of all jetty fixtures like fenders, bollards, ladder, etc.	10%
A9	On handing over of the jetty after satisfactory completion of all works	10%
	<b>Total</b>	<b>100%</b>

#### B- Schedule of Payment of Electrical works and Other Utilities, etc

Cost Centre	Item of Work	Weightage of Major Cost Centre "B"
(1)	(2)	(3)
B1	On completion of all electrical works and utilities	90%
B2	On handing over of the Facilities after satisfactory completion of all works	10%
	<b>Total</b>	<b>100%</b>