



**COCHIN PORT TRUST**

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**TENDER DOCUMENT FOR**

**OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH & OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT**

**(TECHNICAL BID)**

**(e-Tendering Mode)**

**Website: [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)**

**No. F2/T-1/O&M Contract- GoI/2020-M Dt:02/01/2020**

**COCHIN PORT TRUST  
CHIEF MECHANICAL ENGINEER'S OFFICE  
COCHIN-682 009**

**Price: Rs 3,150/-**

**COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M  
OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING  
INSTALLATIONS AT THE BERTH & OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF  
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THE DISCRETION OF COPT**

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SECTION I

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING  
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**COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**SECTION I**

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**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

Chief Mechanical Engineer's Office,  
 Cochin Port Trust, Willingdon Island,  
 Cochin – 682009, KERALA  
 Tele :91-0484 -2666639/0484-2582300  
 website: [www.cochinport.gov.in](http://www.cochinport.gov.in)



**Tender No. F2/T-1/O&M Contract- GoI/2020-M**

**Dt:02/01/2020**

**E-TENDER NOTICE**

1. Electronic Tenders (e-tenders) in **Single Stage Two Cover** bidding procedure [Technical Bid and Price Bid] **on percentage basis** are invited by the Chief Mechanical Engineer, Cochin Port Trust, Cochin-682 009, for the work of **“OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT BERTH & OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT”**.
2. **MINIMUM QUALIFICATION CRITERIA (MQC)**

Tenderer must fulfill the following minimum qualifying criteria to prove the techno-commercial competence and submit the documents in support thereof:

**i. Experience**

The tenderer should have executed maintenance contract works involving **Operation & Maintenance of Mechanical, Electrical , Fire Fighting installations in offices / multi storied buildings /Malls/ industrial establishments / marine structures / Hospital complex/ Guest houses etc** in a single contract for a period of one year as detailed below, to their Clients during the last 7 (seven) years ending on 31/12/2019;

(a) One contract work costing not less than Rs.56,16,000/-

**OR**

(b) Two contract works, each costing not less than Rs.35,10,000/-

**OR**

(c) Three contract works, each costing not less than Rs. 28,08,000/-

This may be furnished in the Proforma in ‘Annexure-4’ of the tender document. Please submit copy of PO/ Work order and Completion Certificate issued by the Client. The experience having carried out the work under subcontract to the main contractor will not be considered.

**ii. Financial Turnover**

Average annual financial turnover should be at least **Rs.21,06,000/-** during the last three (3) years, ending 31<sup>st</sup> March 2019 [2016-'17, 2017-'18, 2018-19]. This may be furnished in the Proforma in ‘Annexure-5’ of the tender document.

- iii. The bidder should possess valid ‘A Class’ Electrical Contract License issued by any State/ Central licensing authority or the bidder should carry out the maintenance of electrical works through a licensed A Class or B Class contractor depending on the category of electrical installations. An undertaking to this effect shall be submitted in a stamp paper of Rs. 200/- while submitting the bid.

**Explanatory Notes:**

- Note 1: Operation and Maintenance shall also include Annual Maintenance Contracts comprising the works mentioned in para 2 (i) above.
- Note 2: Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

**Table 1.1**

<b>Year before</b>	<b>Multiplying factor</b>
One year [2018 ]	1.07
Two years [2017]	1.14
Three years [2016]	1.21
Four years [2015]	1.28
Five years [2014]	1.35
Six years [2013]	1.42

- Note 3: Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- Note 4: Satisfactory Client / Owners' certificate or documentary proof shall be submitted in support of the assignments/ works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification.
- Note 5: In the case of ongoing Multiyear Maintenance Contract, the experience of completed years will be considered proportionately, subject to the submission of completion certificate from the client certifying that the bidder has completed the part of the contract satisfactorily. No partial completion for a period of less than one year will be considered.
- Note 6: A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover over the last three financial years and audited financial statements for the last three years ending 2018-19 shall be submitted.
- 3.** Eventhough the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
- (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/ or
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- 4.** Pertinent information to the tender is given in the following tables:
- (i) Schedule of different activities till submission of the tender are detailed as under:

**Table 1.2**

Sl. No.	Particulars	Date and Time
1.	Tender e-publication date	03/01/2020
2.	Download period of tender documents	10.00hrs. on 03/01/2020 to 14.30hrs.on 24/01/2020
3.	Date of pre-bid meeting	10/01/2020 11:00 hrs
4.	Last date for seeking clarification	10/01/2020
5.	Likely date for uploading the addendum/ clarification if any,	15/01/2020
6.	Last date and time of submission of bid	<b>24/01/2020 at 15.00 hrs.</b>
7.	Date and time of opening the bid	<b>24/01/2020 at 15.30hrs.</b>

(ii) Bid information:

**Table 1.3**

i)	Estimated Amount put to tender	<b>Rs.70,20,000/-</b> excluding GST (Rupees Seventy Lakh Twenty Thousand only)
ii)	Earnest Money Deposit. (Exemption shall be given as per <b>Clause 15</b> below)	<b>Rs.1,40,400/- (Rupees One Lakh Forty Thousand Four Hundred Only)</b> To be furnished through Demand Draft drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized / Scheduled Bank in India
iii)	Cost of Tender document / Processing Fee (Exemption shall be given as per <b>Clause 15</b> below )	<b>Rs. 3,150/-</b> ( Rupees Three Thousand One Hundred Fifty only), including GST@ 5%, to be furnished through Demand Draft drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized / Scheduled Bank in India
iv)	Validity period of tender	120 days from the last date for receipt of tenders
v)	Period of Contract	One year from the date of execution of agreement, extendable by one year at the same terms and conditions, at the discretion of CoPT
vi)	Milestone completion activity	NA

5. The scope of work includes the following works:

- (i) Operation and routine maintenance of Electrical, Mechanical and Fire fighting installations at the Main Jetty, Approach Trestle, Pump house, Technology building, Security cabin, Connecting bridge, installations at B&C sites etc. of the GoI in W/Island
- (ii) Operation & routine maintenance of electrically operated ELL crane in 2 shifts in a day

6. Tender documents can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in the above table by making online requisition. Tender document will also be available in Cochin Port website ([www.cochinport.gov.in](http://www.cochinport.gov.in)) as well as the Central Public Procurement Portal <https://eprocure.gov.in/epublish>, which can be downloaded for submission.

7. The cost of tender document shall be furnished in the form of Demand Draft drawn in favour of FA & CAO, CoPT along with the tender.

8. The tenderers need to obtain the one time User ID & password for login to in e-Tendering system from the service provider **KEONICS** by paying registration fees by

online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore. The details of e-tender facilitator is available through Telephone Nos. **080 49352000/ 09605557738**.

9. The intending tenderer 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.
10. Tenders shall be submitted “**on line**” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the required documents such as DD towards the cost of tender and EMD; proof of experience, financial details etc. through the e-tendering portal. **Tenderers shall submit the BOQ in Price Bid in the online portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) only, otherwise the tender will be rejected.**
11. EMD and Cost of tender Documents, both in original, and hard copies of the MQC documents shall be received by post or in person or deposited the same in the tender box located in the reception area of main administrative building of Cochin Port Trust at the Office of Chief Mechanical Engineer, Cochin Port Trust, Cochin-09 on or before **15.00Hrs on 24/01/2020**, failing which the tenders will summarily be rejected.
12. The tenderer is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the tenderer etc., if any, issued by the Employer, from the website before submission of the bid. Any shortfall in submissions of the said Addendums/ Amendments/Errata/Replies to the queries of the tenderer duly signed etc. along with the downloaded documents while submitting the bid will not be considered. Incomplete tenders will be rejected.
13. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidders 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 arising out of incorrect use of the e-Tender system or internet connectivity failures.
14. The bidder shall submit the original documents towards the cost of tender and EMD and the power of attorney along with letter of submission in a sealed cover to the Chief Mechanical Engineer, Cochin Port Trust, W/Island, Cochin–682009, KERALA, before tender submission date and time. Tenders without submitting the original documents as above, before submission date and time of the tender will be liable for rejection.
15. **Exemption from the payment of EMD and Cost of Tender document shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017. In this regard the firm should submit valid certificate.**
16. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.

Sd/-  
**CHIEF MECHANICAL ENGINEER  
 COCHIN PORT TRUST**

**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**2. INSTRUCTIONS TO TENDERERS**

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**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**INSTRUCTIONS TO TENDERERS**

**1. Introduction**

Cochin Port Trust (CoPT) proposes to engage manpower for the operation and routine and periodic maintenance of Electrical, Mechanical and fire fighting installations at the Government of India berth, Pump house, Office buildings and other premises at W/Island for a period of 1 year, extendable by one year at the same terms and conditions, at the discretion of CoPT.

The site is at GoI berth in W/Island, comprising of 200m long and 13m wide Jetty head, approach trestle, office building etc. The Technology Building is having total area of 315.25 sq. mtrs in three floors. The substation building and fire fighting pump house with 2 nos pump set, one is electrically operated and another is diesel engine operated. Both pump sets including its prime mover are to be operated and carry out the routine and periodic maintenance as per the maintenance schedule given by the OEM. The 15Ton ELL crane is located in the berth. The operation and maintenance of ELL crane shall be carried out as per the requirement and maintenance schedule.

**2. Area of Operation**

The Jetty area when not specified shall mean following:-

- (a) Main Jetty with Cantilever ducts on both sides and all fittings and systems on it. This includes Cope Points, all Electric panels, Lighting system (on and below jetty), CCTV system, Piping and Cabling and system fittings.
- (b) Approach Trestle with Cantilever duct on one side and all fittings and systems on it as above.
- (c) Pump House with all equipment, systems and fittings inside.
- (d) Technology Building with all equipment, systems and fittings inside. Office equipment, pantry items and furniture shall not be included.
- (e) Jetty Crane and all its associated systems and fittings.
- (f) Connecting Bridge with all its fittings.
- (g) Security Cabin with all its systems and fittings. Office equipment, pantry items and furniture shall not be included.

**3. Nature of Services**

This work essentially comprises of:

- (1) Operation & maintenance of electrically operated ELL crane in 2 shifts in a day
- (2) Operation and routine maintenance of Electrical and Mechanical installations and fire fighting arrangements at the Main Jetty, Approach Trestle, Pump house, Technology building, Security cabin, Connecting bridge etc. of the GoI berth in W/Island.
- (3) The Operations and Maintenance (O&M) services can be both routine (day-to-day) and periodic.
- (4) Maintenance will also imply repairs. When under warranty, such repairs shall be undertaken by the supplier who has provided the warranty.

#### 4. General Instructions

- 4.1 The work is to be executed as described in the Bid document and in particular in the Technical specifications, Special Conditions, Schedule of Quantities and drawings and in general includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.
- 4.2 Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer-in-Charge of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document including addendum/corrigendum, within the quoted price.
- 4.3 A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 4.4 The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalisation of the bid. If the EMPLOYER find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.
- 4.5 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 4.6 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
- 4.7 Telex/E-mail offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be accepted.
- 4.8 Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 4.9 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.

- 4.10 While evaluating the document, regard would be paid to National defense and security considerations, at the discretion of the Cochin Port Trust. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
- 4.11 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Mechanical Engineer, Cochin Port Trust, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder.
- 4.12 In case the department desires to inspect the equipments/machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.
- 4.13 Any error in description, any omissions there from shall not vitiate the contract or release the contractors from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract.
- 4.14 All the Bank Guarantees (BGs), except for EMD, to be furnished by the contractor in connection with the tender shall be sent to the Chief Mechanical Engineer, Cochin Port Trust directly by the issuing bank under registered post with AD. The contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.
- 4.15 The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.
- 4.16 The contractor shall be registered under EPF (if applicable) and ESI Act (if applicable) and the employees employed under them shall be covered in the EPF(if applicable) and ESI scheme(if applicable). Work Order shall be issued only to the contractors who are registered under EPF organization and ESI Corporation. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.
- 4.17 **The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.**

#### 5. **Invitation for Bids:**

The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria.

#### 6. **Purchase of Tender Documents:**

Tender documents can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website [www.cochinport.gov.in](http://www.cochinport.gov.in) and the Central Public Procurement Portal <https://eprocure.gov.in/epublish>. Demand Draft for cost of tender document drawn in favour of the Financial Adviser & Chief Accounts Officer (FA &CAO), CoPT from any Scheduled / Nationalised Bank having its branch at Cochin shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.

In case of tender document being downloaded from the website, at the time of submission of the tender document (the hard copy), the tenderer shall give an undertaking that no changes have been made in the document. Port Tender document will be treated as 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. For the discrepancies found at any time, the tenderer shall be liable for legal action.

**7. One Bid per Bidder:**

Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

**8. The Bidder**

The Bidder shall be a single entity only.

**9. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**10. Site visit:**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the site shall be at the Bidders' own expense.

**11. Clarification of the Bidding Documents:**

- 11.1 The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them at least three days before the date fixed for the pre-bid meeting. It is to be noted that no queries, clarifications will be answered after the pre-bid meeting.

THE CHIEF MECHANICAL ENGINEER,  
CHIEF MECHANICAL ENGINEER'S OFFICE,  
COCHIN PORT TRUST,  
WILLINGDON ISLAND,  
KOCHI-682009, KERALA, INDIA.  
Ph:- 91-0484-26666394/2582300.  
Fax:-91-0484-2666639.  
Email: cme@cochinport.gov.in

**12. Pre-Bid Meeting:**

A pre-bid meeting will be held in the Chief Mechanical Engineer's cabin in Main Administrative Building, to answer clarifications, if any, on the bid document. This meeting will be held on the date notified in the Notice Inviting Tender. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in e- tender portal as well as in Cochin Port Trust official website as Addendum/corrigendum. Any modification of the bid documents as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum/corrigendum.

### 13. Amendment of Bidding Documents:

The **Chief Mechanical Engineer**, Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addendum/corrigendum. Any addendum/corrigendum thus issued shall be part of the tender documents. The addendum/corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such addendum/ corrigendum hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and bid extension notice shall be hosted in the web site.

### 14. Preparation of bids:

All documents relating to the bid shall be in the English language.

### 15. ELIGIBILITY OF THE BIDDER:

This tender is open to all firms including company (ies), Government Owned Enterprises registered and incorporated in India as per Company Act, 1956/2013 including Original Equipment Manufacturer (OEM) / Authorized supplier etc registered and incorporated in India and those bidders with whom business is not banned by the CoPT. The Bidder shall not indulge in the prohibited practices, directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. Any Bidders found to be indulging any of the above practices will be disqualified.

#### 15.1 MINIMUM QUALIFYING CRITERIA (MQC)

Tenderer must fulfill the following minimum qualifying criteria to prove the techno commercial competence and submit the documents in support thereof:

##### i) Experience

The tenderer should have executed maintenance contract works involving **Operation & Maintenance of Mechanical, Electrical, Fire Fighting installations in offices /multi storied buildings /Malls/ industrial establishments / marine structures / Hospital complex/ Guest houses etc** in a single contract for a period of one year as detailed below, to their clients during the last 7 (seven) years ending on 31/12/2019;

(a) One contract work costing not less than Rs.56,16,000/-

**OR**

(b) Two contract works, each costing not less than Rs.35,10,000/-

**OR**

(c) Three contract works, each costing not less than Rs.28,08,000/-

This may be furnished in the Proforma in “Annexure-4” of the tender document. Please submit copy of PO/ Work order and Completion Certificate issued by the client. The experience having carried out the work under subcontract to the main contractor will not be considered.

##### ii) Financial Turnover

Average annual financial turnover should be at least **Rs.21,06,000/-** during the last three (3) years, ending 31<sup>st</sup> March 2019 [2016-'17, 2017-'18, 2018-19]. This may be furnished in the Proforma in “Annexure-5” of the tender document.

- iii) The bidder should possess valid A class electrical contract license issued by any state / central licensing authority or the bidder should carry out the maintenance of Electrical works through a licensed A Class or B Class contractor depending on the category of Electrical installations. An undertaking to this effect shall be submitted in a stamp paper of Rs. 200/- while submitted the bid.

### Explanatory Notes:

- Note 1: Operation and Maintenance shall also include Annual Maintenance Contracts or Annual House Keeping Contracts comprising the works mentioned in para2 (i) above
- Note 2: Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1.1

Year before	Multiplying factor
One year [2018 ]	1.07
Two years [2017]	1.14
Three years [2016]	1.21
Four years [2015]	1.28
Five years [2014]	1.35
Six years [2013]	1.42

- Note 3: Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- Note 4: Satisfactory client/ Owners' certificate or documentary proof shall be submitted in support of the assignments/ works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification.
- Note 5: In the case of ongoing Multiyear Maintenance Contract, the experience of completed years will be considered proportionately, subject to the submission of completion certificate from the client certifying that the bidder has completed the part of the contract satisfactorily. No partial completion for a period of less than one year will be considered.
- Note 6: A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover over the last three financial years and audited financial statements for the last three years ending 2018-19 shall be submitted.

Eventhough the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:

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

## 16. Bid Prices:

### 16.1 Percentage basis contracts

The Bidder shall fill the percentage above / below on each part of work noted in the Bill of Quantities in figures and percentage in words will appear automatically. The contract shall be for the whole work based on the priced Bill of Quantities

submitted by the Bidder. Tenderer should ensure that his tendered percentage as per Price bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

The rate quoted by the Tenderer shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Service Tax (GST). GST as may be applicable from time to time shall be shown separately in the invoice.

16.2 **Currencies of Bid and Payment:**

The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR).

17. **Bid Validity:**

Bids shall remain valid for a period not less than one hundred and twenty days (120) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the earnest money deposited by the tenderer shall be forfeited.

18. **Bid Security / EMD:**

Each tender should be accompanied by an Earnest Money amounting to **Rs. 1,40,400/-** (Rupees One Lakh Forty Thousand Four Hundred only). The EMD shall be furnished through Demand Draft drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust from any Nationalized Bank/ Scheduled Bank in India. The Earnest Money deposit will not carry any interest. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer. **Exemption from the payment of EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017. In this regard the firm should submit valid certificate.** The acceptance of price bid/commercial bid shall be subjected to acceptance of bid security or submission of relevant certificate for exemption of EMD.

18.1. **Forfeiture of Bid security / EMD**

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

- (a) If a Bidder withdraws his bid during the period of bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.
- (c) In case of a successful bidder fails
  - i) to commence the work, within the specified time limit
  - ii) to sign the Agreement or furnish the required Performance Security within the specified time limit

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

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

20. **Format and Signing of Bid:**

20.1 The Tenderer shall prepare one set of his Tender (all Volumes), duly completed and signed, along with the set of Drawings and other documents mentioned hereinafter.

The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. Then it shall be scanned and upload in the e tender portal for submission. However the Power of Attorney (in original) authorizing the signatory/s of the Tender shall be submitted in hard copy along with submission of tender fees EMD.

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

21. **Bid Submission:**

Bid shall be submitted in two parts,

**Part - I: Technical Bid and Part - II: Price Bid through e- tender mode.**

For online submission of **Technical Bid**, scanned copies of the documents under item nos.(a)to (r) as detailed in clause 19.1 below need only be submitted through e-Tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT).

**Price bid (Schedule-II)** in the provided format shall be submitted only through e-tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) before 15.00 Hrs on **the date notified in NIT. Price bid in hard copy need not be submitted.**

**Technical Bid** in hard bound form containing all the documents listed in Clause 19.1 below in original shall be submitted in hard copy with all pages numbered serially and duly initialed in each page by authorized person with company seal, in a sealed envelope, superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the Name of the Tenderer. Tenders can be brought either in person or sent by registered post/ courier. Tenders brought in person, shall be submitted in Chief Mechanical Engineer's office/put in the Tender box on or before the due date specified above.

22. **Information Required In The Bid**

22.1 **Part-I**

- a) Earnest Money Deposit as described in Clause 15.1 above
- b) Cost of tender document
- c) ~~Integrity Pact, duly signed (vide Annexure-11)~~- Not applicable
- d) Check list as per **Schedule I**
- e) Letter of Submission (vide **Annexure-1**)
- f) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide **Annexure-2**)
- g) Organization Details (vide **Annexure-3**)
- h) Details of experience as per **Annexure-4** and Certificates in proof of experience in similar works as detailed under clause 12 of Instruction to bidders.

**Explanatory notes:**

- (1) 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, and work order for the same shall be attached. The certificate shall invariably contain the following among other things.
    - a) Details of work involved specifying the nature of work
    - b) The completion cost of the work and
    - c) Date of commencement ; and
    - d) Date of completion of the work.
  - (2) 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.
  - (3) The works indicated in **Annexure-4** will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments. Relevant work orders shall be attached as proof thereof.
- i) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years 2015-2016, 2016-2017, 2017-2018 (vide Annexure-5) supported by Audited Financial statements for the last three years.
  - j) **Bid document including all addendum/corrigendum duly signed and sealed.**
  - k) Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
  - l) Copies of PAN, GST, EPF (if applicable) and ESI registration(if applicable)
  - m) "B" class or above Electrical Contractor's license.
  - ~~n) A detailed method statement (Technical Note) for carrying out of the works, along with an implementation schedule showing sequence of operation and the time frame for various segments of temporary and permanent works.(vide Annexure 6). The information provided will form part of the work methodology and the same shall be in line with the Specifications and Bill of quantities.~~
  - ~~o) A list of equipment proposed to be engaged for work. (vide Annexure 7 ) The equipment indicated in the Annexure 7 will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site at what stage of the construction period the equipment would made available.~~
  - p) A declaration to the effect that (vide Annexure -8):-
    - ~~1. All details regarding machinery, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexure 7 and that such temporary works and personnel for site organization will be available at appropriate time of relevant works for which the equipment have been proposed at site till the completion of the respective work.~~
    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 disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
  5. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
- q) Details of the bidder for as per Annexure 9
- r) Bank information for e- Payment system as per Annexure 10

22.2 **Part II : Price Bid** shall contain preamble to BOQ and the Bill of Quantities (Schedule II) duly filled in and fully priced, which shall be submitted only **in e-tendering mode.**

23. **Deadline for Submission of the Bids:**

E-tenders attaching all documents shall be submitted 'on-line' in the **e-tender portal** strictly in accordance with the terms and conditions of tender document before **the time and the day notified** in Table 1.2 of NIT.

The sealed Technical Bid in hard copy containing all the documents listed in Clause 19.1 above in original superscribed with the Tender Number, Name of Work, date notified for submission of tender and the Name of the Tenderer, should reach the office of the **Chief Mechanical Engineer**, Cochin Port Trust, Willingdon Island, Cochin-9, on or before the time and the day notified in Table 1.2 of NIT.

24. **Late Bids:**

Any Bid received by the Employer after the Bid due date will be returned unopened to the bidder.

25. **Bid Opening**

The Officer inviting the tender or his duly authorized assistant will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative. In the case of the tenders invited under Two Cover System, the technical bids of the tenders received will be opened first.

**Technical Bid:** Technical Bid shall be opened in the office of the **Chief Mechanical Engineer, Cochin Port** Trust after 15.30 Hours on the last date fixed for receiving the Tenders. Submission of EMD and Cost of document is verified initially. In case the earnest money and cost of bid document is not deposited or is not in order, the Bid will not be opened further and hard copy submitted will be returned.

If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and /or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. The Price Bid submitted in e- mode will not be opened.

In the event of a tender being rejected, the earnest money paid with such unaccepted tender shall be refunded to the tenderer.

26. **Bid Opening – Price Bid:**

Price Bid of those bidders found responsive in the evaluation of Technical bid, will be opened later. Short listed bidders will be communicated about the date & time of opening of the price bid. The Bidder's name, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

27. **Clarification of Bids:**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

28. **Examination of Bids and Determination of Responsiveness:**

Prior to detailed evaluation of Bids, Cochin Port Trust will determine whether each Bid

- (a) meets the minimum eligibility criteria defined in Clause 12.
- (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- (c) is accompanied by the required Bid security and;
- (d) is responsive to the requirements of the Bidding documents.
- (e) A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works;
- (f) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contractor
- (g) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- (h) Undertakes in the Technical Bid that he has not incorporated any conditions in the Financial Bid.
- (i) If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- (j) If any Bid contains any deviation from the Bids documents and /or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. The Price Bids of such bidders submitted by non responsive bidders in e- mode will not be opened. In the event of a tender being rejected, the earnest money paid with such unaccepted tender shall be refunded to the bidder.

29. **Correction of Errors:**

Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the percentage in figures and in words, the percentage in words will govern;
- (b) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Bid security shall be forfeited in accordance with Clause 18.1

30. **Evaluation and Comparison of Bids:**

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 15.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid

Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 15;
- (b) making appropriate adjustments to reflect discounts or other price modifications offered.

31. **Alteration of tender documents:**

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

32. **Alternative conditions and Proposal:**

The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Tenderer's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price Bid of such Tenderer's will not be opened.

33. **Award of Contract:**

The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be

- (a) Eligible in accordance with the provisions of Clause 15, and
- (b) Qualified in accordance with the provisions of Clause 15.

34. **Release of Bid Security / EMD:**

The Bid Security/EMD of unsuccessful bidder other than L1 and L2 will be refunded immediately after ranking of the Bids. The bid security of L2 bidder shall be refunded immediately after entering into agreement with L1 bidder and acceptance of the Performance Security. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

35. **Performance Security and Security deposit:**

35.1 Within not later than 21 days of receipt of the Letter of Award, the successful Bidder shall deliver to the Employer a Performance Security in the form of Bank Guarantee (BG) for an amount equivalent to 10 % of the Contract price rounded off to the nearest INR 1,000.

35.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalised /Scheduled Indian bank having its branch at Cochin acceptable by **Cochin Port Trust**. The BG shall be issued in favor of **Cochin Port Trust** in the Format enclosed in **Annexure A** under GCC.

35.3 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.

36. **Signing of Agreement**

The successful tenderer will be required to execute an Agreement at his expense within 28 (twenty eight) days from the date of work order, on proper value Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will

include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum/corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

37. **Fraud and Corrupt Practices:**

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the 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 Security 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 Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

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

- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (ii) having a Conflict of Interest; and
- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

38. **Rejection of Tender:**

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

**SIGNATURE OF TENDERER**

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**3. FORM OF BID**

**To**

The Board of Trustees,  
Cochin Port Trust

**Through**

The Chief Mechanical Engineer  
Cochin Port Trust, Cochin -9

Tender for the work of **“OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH & OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT”**.

I/We have read and examined the Notice inviting tenders, Instructions to tenderers, Form of Agreement, Contract Data, General Conditions of Contract, General description of work, Special conditions of Contract, Technical Specifications, Drawings, Preamble, Bill of Quantities, & other documents and rules referred to in the General Conditions of Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications designs, drawings and instructions in writing referred to in clause 16 of the General Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

**M E M O R A N D U M**

- |    |                             |  |
|----|-----------------------------|--|
| a) | General description of work | : <b>OPERATION &amp; MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH &amp; OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT</b> |
| b) | Estimated cost              | : <b>Rs.70,20,000/-</b> excluding GST (Rupees Seventy lakh twenty thousand only)   |
| c) | Earnest Money               | : <b>Rs.1,40,400/-(Rupees One Lakh Forty Thousand Four Hundred Only).</b>  |

- d) Security Deposit : 10% of the value of the contract awarded or the value of the work done whichever is higher
- e) Percentage, if any, to be deducted from the bills :
- f) Time allowed for commencement of work from the date of receipt of work order : from the date of execution of agreement
- g) Time allowed for the work from the date of commencement of work. : One year from the date of execution of agreement, extendable by one year at the same terms and conditions, at the discretion of CoPT
- h) Schedule, specifications, conditions, drawings etc. : As per contents sheet attached

I/ We agree to keep the tender open for 120 days from the due date of submission and not to make any modifications in its terms and conditions

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions and to execute an agreement with the Board in the prescribed form or in default thereof to forfeit the earnest money deposited by me/us.

The sum of **Rs.1,40,400/-(Rupees One Lakh Forty Thousand Four Hundred Only)** is hereby forwarded in demand Draft of a scheduled bank drawn in favour of Financial Adviser and Chief Accounts Officer of the Port Trust as earnest money (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should I/We fail to commence the work specified in the Contract data or should I/We not deposit the full amount of Performance Security specified in the above Memorandum in accordance with clause 52 of the said conditions of contract otherwise the said sum of Rs. ....shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Clause 40.1 of General Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 40.3 of the General Conditions of Contract.

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

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

### ACCEPTANCE

The above tender ( as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Trustees for a sum of Rs..... (Rupees.....)

The letters referred to below shall form part of this contract Agreement

- a) ..
- b) ..
- c)

Dated.....

**Chief Mechanical Engineer  
Cochin Port Trust**

**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**4. FORM OF AGREEMENT**

**AGREEMENT No. ... of .....**

**AGREEMENT FOR THE WORK OF ‘OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH & OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT’**

THIS AGREEMENT IS MADE on this day ..... of ..... BETWEEN THE BOARD OF TRUSTEES OF COCHIN PORT TRUST, a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682009 represented by its Chief Mechanical Engineer Shri..... S/o ..... aged ..... years residing at ..... Village ..... Taluk ..... District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. .... represented by Shri. .... aged ..... S/o ..... residing at ..... Village ..... Taluk ..... District (hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for ..... vide Tender Notice ..... Date ..... and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the tender document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide work order No ..... dated ....., issued to the Contractor while accepting their tender.

**NOW THESE PRESENTS WITNESSETH** and the parties hereby agree as follows.

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Clause 16 of the “General Conditions of Contract” and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.

3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs...../- [Rupees.....only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port Trust as Performance Security (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should the Contractor fail to commence the work specified in underwritten memorandum or should the Contractor not deposit the full amount of security deposit specified in underwritten memorandum otherwise the said sum of Rs...../- shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Clause 40.1 of the Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 40.3 of the Conditions of Contract.
5. It is mutually agreed that the tender submitted in its entirety shall form part of this agreement. Apart from the tender the following shall also form part of the agreement
  - a) The Letter of Acceptance;
  - b) Bill of Quantities and
  - c) Letters exchanged between the Employer and the Tenderer upto the issue of Letter of Acceptance as separately listed & annexed here to.
  - d) Replies to Prebid queries and amendments issued if any.

#### M E M O R A N D U M

- |                                |  |
|--------------------------------|--|
| a) General description of work | : <b>OPERATION &amp; MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH &amp; OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT</b> |
| b) Estimated cost              | : <b>Rs.70,20,000/-</b> excluding GST (Rupees Seventy Lakh Twenty Thousand only)   |
| c) Tender cost                 | : <b>Rs.3,150/-</b> ( Rupees Three Thousand One Hundred Fifty only), including GST@ 5%   |
| d) Earnest Money               | : <b>Rs.1,40,400/-</b> (Rupees One Lakh Forty Thousand Four Hundred Only).   |

- e) Security Deposit : 10% of the value of the contract awarded or the value of the work done whichever is higher [performance guarantee @7.5% and retention money @2.5%]
- f) Percentage, if any, to be deducted from the bills : The retention money will be recovered from the first running bill onwards at the rate of 2.5% of the gross amount of each bill.
- g) Time allowed for commencement of work from the date of receipt of work order : From the date of execution of agreement
- h) Time allowed for the work from the date of commencement of work. : One year from the date of execution of agreement, extendable by one year at the same terms and conditions, at the discretion of CoPT
- i) Schedule, specifications, conditions, drawings etc. : As per contents sheet attached.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of the Board of Trustees of COCHIN PORT TRUST, the CHIEF MECHANICAL ENGINEER has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

**CONTRACTOR**

Signed, sealed and delivered  
 By Shri.....  
 Of M/s.....  
 (COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :  
 1) Signature with address :  
 2) Signature with address :

Signed, sealed and delivered by the

**CHIEF MECHANICAL ENGINEER,**  
 Cochin Port Trust  
 on behalf of Board of  
 Trustees of Port of Cochin.

**EMPLOYER**

Signed and affixed the common seal of  
 Board of Trustees of the Port of Cochin  
 In the presence of  
 1)  
 2)

**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**5. CONTRACT DATA**

Items marked “N/A” do not apply in this Contract.

Sl. No.	Description	Reference Clause No. in GCC												
1	The following documents are also part of the Contract													
	The Schedule of other Contractors	(8.2)												
	i) ii)													
	The Schedule of Key personnel	(9)												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Qualification of Staff</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Min. Experience (Years)</th> <th style="text-align: center;">Rate of recovery in case of non compliance</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance									
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance											
2	The Employer is	(1)												
	<b>The Board of Trustees, Cochin Port Trust, Cochin -9</b>													
	Name of Authorized Representative:													
	Name : <b>Dr M. Beena</b> <b>The Chairman,</b> <b>Cochin Port Trust</b> <b>Cochin -9</b>													
3	The Engineer is													
	Name : <b>Shri. V. Thuraipandian</b> <b>Chief Mechanical Engineer</b> <b>Cochin Port Trust,</b> <b>Cochin-9</b>													
	Name of Nominee <b>Will be notified in LoA</b>													

Sl. No.	Description	Reference Clause No. in GCC										
4	Name of Contract :- <b>OPERATION &amp; MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH &amp; OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT</b> <b>Tender No: F2/T-1/O&amp;M Contract- GoI/2020-M</b>	(1)										
5	6 copies of Contract Agreement shall be furnished by the Contractor	[7.1]										
6	Tender document and other data are available at Cochin Port web site, Government tender website and e –tendering portal <a href="http://www.cochinport.gov.in">www.cochinport.gov.in</a> , <a href="http://www.tenderwizard.com/COPT">www.tenderwizard.com/COPT</a> , Central Public Procurement Portal <a href="https://eprocure.gov.in/epublish">https://eprocure.gov.in/epublish</a>	(7.2)										
7	The Intended completion Date for the whole of the Work is 4 months with the following milestones:	(17,28)										
8	Milestone dates: <table border="1" data-bbox="363 1070 1214 1339"> <thead> <tr> <th data-bbox="363 1070 788 1182">Physical works to be completed</th> <th data-bbox="788 1070 1214 1182">Period from the date of issue of LoA to proceed with the work</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 1182 788 1227"></td> <td data-bbox="788 1182 1214 1227"></td> </tr> <tr> <td data-bbox="363 1227 788 1272"></td> <td data-bbox="788 1227 1214 1272"></td> </tr> <tr> <td data-bbox="363 1272 788 1317"></td> <td data-bbox="788 1272 1214 1317"></td> </tr> <tr> <td data-bbox="363 1317 788 1361"></td> <td data-bbox="788 1317 1214 1361"></td> </tr> </tbody> </table>	Physical works to be completed	Period from the date of issue of LoA to proceed with the work									
Physical works to be completed	Period from the date of issue of LoA to proceed with the work											
9	The following shall form part of the Contract Document: <ol style="list-style-type: none"> <li>(1) Agreement</li> <li>(2) Letter of Acceptance (LOA)</li> <li>(3) Bill of quantities (BOQ)</li> <li>(4) Contractor’s Bid</li> <li>(5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).</li> <li>(6) Contract Data</li> <li>(7) Conditions of Contract</li> <li>(8) General Description and Special Conditions of</li> </ol>	(2.3)										

<b>Sl. No.</b>	<b>Description</b>	<b>Reference Clause No. in GCC</b>
	Contract (9) Technical Specifications (10) Drawings and (11) Any other documents listed in the Contract Data as forming part of the Contract.	
10	The Contractor shall submit a Program for the Works within 7days of date of the Letter of Acceptance/LOI.	(27)
11	<b>The site possession date</b> The site will be handed over from the date of receipt of LoA and the site is free from encumbrances.	(21)
12	The start date shall be from the date of execution of agreement by the Contractor.	(1)
13	The site is located <b>at Willingdon Island</b>	
14	The Defects Liability Period –Not applicable	(35)
15	The minimum insurance cover for physical property, injury and death is <b>Rs.15lakh (Rupees Fifteen lakh)</b> per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	<b>(13)</b>

**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**6. ANNEXURES**

<b>Sl. No.</b>	<b>Annexures</b>	<b>DESCRIPTION</b>	<b>Page No.</b>
1	1	Letter of Submission	41
2	2	Proforma of Power- of-Attorney/Letter of Authority	42
3	3	Organization Details	43
4	4a	Eligible Assignment Details for MEC	45
5	4b	Details of past experience of contractors for similar works	
6	5	Financial Capability	46
7	6	Details of Proposed Approach & Methodology	47
8	7	Plant & Equipment Proposed for the Work	48
9	8	Declaration	49
10	9	Details of the Party opting for Refund of EMD through e-payment system	50
11	10	Format for Furnishing Bank information for e-payment	51
<del>12</del>	<del>11</del>	<del>Proforma of Pre Contract Integrity Pact</del>	<del>52</del>
<del>13</del>	<del>12</del>	<del>Proforma of Irrevocable Bank Guarantee for Earnest Money Deposit</del>	60
<del>14</del>	<del>13</del>	<del>Proforma of Joint Venture/ Consortium Agreement</del>	
<del>15</del>	<del>14</del>	<del>Proforma of Power of Attorney for lead member of JV/ Consortium</del>	

**Annexure – 1**

**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**LETTER OF SUBMISSION- COVERING LETTER**  
**(ON THE LETTER HEAD OF THE BIDDER)**

Date :

To

The Chief Mechanical Engineer,  
 Cochin Port Trust.

Sir,

Sub : Tender for **OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH & OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT.**

Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- (i) Tender Document along with Addendum No ----,
- (ii) Power of Attorney – (Annexure 2)
- (iii) Organization Details (Annexure-3)
- (iv) Details to fulfill the “Minimum Eligibility Criteria” and certificates-(Annexure 4)
- (v) Average Financial turnover over the last three financial year-(Annexure-5)
- (vi) Detailed method statement (Technical Note)-(Annexure – 6)
- (vii) Declaration – Annexure -8
- (viii) Bid Security/EMD In the form of DD bearing No -----dated -----, for Rs. .... Issued by .....bank / in the form of BG as per Annexure - 12.
- (ix) Bankers Details – Annexure 9& 10

Signature

(Authorised Signatory)

Annexure – 2

**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY**

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

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

Dear Sir,

We \_\_\_\_\_  
do hereby confirm that Mr./Ms./Messrs \_\_\_\_\_ **[INSERT NAME AND ADDRESS]**, whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender for **OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH & OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND CONDITIONS AT THE DISCRETION OF COPT-** Tender No. F2/T-1/O&M Contract- GoI/2020-M

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

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

**Annexure – 3**

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**ORGANIZATION DETAILS**

CONTRACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:

Telephone No. :

Fax No.

e-mail :

3. Description of Applicant  
(for e.g. General/Mechanical/ Electrical A or B grade electrical contractor 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. Name and Address of partners or  
associated companies to be involved  
in the project and whether Parent/  
Subsidiary/other

8. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
9. Name and address of the companies/ Sub-contractors who will be involved in the execution of works, namely:
10. Name and address of companies who will be involved in the supply of bought out items
11. Attach organization chart showing the structure of the company including names of Directors/ Key Personnel at Head Office who would be responsible for the project and a separate chart showing proposed Site Construction Organization.

Signature

(Authorized Signatory)

## Annexure – 4

**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

Tenderer shall furnish Details of “eligibility works experience” as per Clause 15 of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

**ELIGIBLE ASSIGNMENT DETAILS FOR MQC**

Assignment Number :

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

Instructions:

- i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 15(i) Minimum eligibility of the Instructions to Tenderers”.
- ii) A separate sheet should be filled for each of the eligible assignments.
- iii) The details are to be supplemented by documentary proof from the respective Client /owner for having carried out such assignment duly certified by Client/ owner.
- iv) The works indicated in this Annexure- 4 will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- v) Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts shall be attached. The certificate shall invariably contain the following among other things.
  - a) Details of work involved specifying the nature of work
  - b) The completion cost of the work and
  - c) Date of commencement ; and
  - d) Date of completion of the work.
- vi) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
- vii) If the experience in similar work is in works executed in private sectors/ organisations, the TDS certificate along with notary attested copy(s) work order and completion certificate.
- viii) The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

**DETAILS OF PAST EXPERIENCE OF CONTRACTORS FOR SIMILAR WORKS**

Sl. No.	Name & Location of Project	Owner's Complete address including TeleFax No. with contact Person	Value of Contract	Duration of Contract			Details of work including major items of work 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, certified by a Notary public or equivalent certifying authority.

**SIGNATURE OF TENDERER**

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**FINANCIAL CAPABILITY**

(A) Average Annual Turnover of the Bidder

<b>Turnover</b>			
<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Average</b>

**Instructions:**

Year 1 will be the Financial Year 2018-19. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2.

The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements as required under this Bid Document.

Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

**Certified by Chartered Accountant**

Signature

(Authorised Signatory)

**Annexure – 6**

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**DETAILS OF PROPOSED APPROACH & METHODOLOGY**

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works[Preferably in MS project / Primavera] showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature

(Authorised Signatory)

**Annexure – 7**

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**EQUIPMENT PROPOSED FOR THE WORK**

Not applicable

Signature

(Authorized Signatory)

**Annexure – 8**

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**DECLARATION**

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

1. All details regarding temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexure 7 and that such temporary works and personnel for site organization will be available at the site till the completion of the respective work.
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 disclose with that we have \* made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
5. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.

Signature

(Authorised Signatory)

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

**Annexure-9**

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**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 :

Signature of the Party

**Annexure 10**

**SECTION I  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

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

Signature of the party with seal

**SECTION I  
COCHIN PORT TRUST  
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Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**THIS FORMAT IS NOT REQUIRED**

**Annexure-11**

**~~PROFORMA OF PRE CONTRACT INTEGRITY PACT~~**

**General**

~~This pre bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, 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 "....." (hereinafter referred to as the "Project") and the BIDDER/SELLER is submitting his bid for the project and~~

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

~~NOW, THEREFORE,~~

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

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

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

**~~Commitments of the 'BUYER/ EMPLOYER'~~**

~~1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/ EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift,~~

~~reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 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 alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS~~

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

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

### **~~COMMITMENTS OF BIDDERS~~**

~~3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-~~

~~3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.~~

~~3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.~~

~~3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.~~

- ~~3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.~~
- ~~3.5\* The BIDDER further confirms and declares to the 'BUYER/ EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.~~
- ~~3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.~~
- ~~3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process; bid evaluation, contracting and implementation of the contract.~~
- ~~3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.~~
- ~~3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.~~
- ~~3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.~~
- ~~3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.~~
- ~~3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/ EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.~~
- ~~The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.~~
- ~~3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.~~

#### ~~4. Previous Transgression~~

~~4.1—The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.~~

~~4.2—The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.~~

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

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

~~(i) — Bank Draft or a Pay Order in favour of \_\_\_\_\_~~

~~(ii) — Any other mode or through any other instrument (to be specified in the Bid Document).~~

~~5.2—The Earnest Money shall be valid upto a period of 180 days from the Bid Due Date.~~

~~5.3—In case of the successful BIDDER, a Performance Guarantee in the form of Bank Guarantee valid till 30 days after the end of defect liability period will also be furnished to the BUYER/ EMPLOYER' within 21 days of Letter of Acceptance of the Bid by the 'BUYER/ EMPLOYER.~~

~~5.4—In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.~~

~~5.5—No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.~~

### ~~6. Sanctions for Violations~~

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

~~(i) — To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.~~

~~(ii) — The Earnest Money Deposit (in pre contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/ EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.~~

~~(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.~~

~~(iv) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.~~

~~(v) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'~~

~~(vi) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.~~

~~(vii) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.~~

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

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

## ~~7. Fall Clause~~

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

## ~~8. Independent Monitors~~

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

~~Sri. K.K. Vijayakumar, IAS (Retd.)  
Kalarikkal, KRA – 33,  
Kunnumpuram Civil Station Road,  
Kakkanad, Cochin – 682030~~

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

#### **9. ~~Facilitation of Investigation~~**

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

#### **10. ~~Law and Place of Jurisdiction~~**

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

#### **11. ~~Other Legal Actions~~**

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

#### **12. ~~Validity~~**

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

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

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

~~BUYER/ EMPLOYER \_\_\_\_\_ BIDDER~~

~~Name of the Officer. \_\_\_\_\_ CHIEF EXECUTIVE OFFICER~~

~~Designation~~

~~Deptt./MINISTRY/PSU~~

~~Witness \_\_\_\_\_ Witness1. \_\_\_\_\_~~

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

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

**Annexure – 12**

**SECTION I**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

Not applicable

**PROFORMA OF IRREVOCABLE BANK GUARANTEE**  
**FOR EARNEST MONEY DEPOSIT**

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

B.G. No. \_\_\_\_\_ dated \_\_\_\_\_.

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as “ the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns;

**In favour of**

The Board of Trustees of Cochin Port Trust (hereinafter called “the EMPLOYER”), having its office at Willingdon Island, Cochin – 682 009, which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns;

Whereas M/s. \_\_\_\_\_, a Company registered under the provisions of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns, has bid for the work of “ ...”- Tender No. ... (hereinafter referred to as “the Work”).

Whereas in terms of the Tender Notice dated \_\_\_\_\_ (hereinafter referred to as “Tender Document”) the Bidder is required to furnish to the Port Trust an unconditional and irrevocable Bank Guarantee for an amount of Rs. ....(Rupees ..... only) as Earnest Money Deposit (EMD) and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this deed witnesseth that in consideration of the premises, We, \_\_\_\_\_  
 \_\_\_\_\_ Bank hereby declare, undertake and agree as follows:

We as primary obligor shall, without demur, pay to the Port Trust an amount not exceeding Rs. .... (Rupees ..... only), within 5 days of receipt of a written demand from the Port Trust stating that the EMD has been forfeited in terms of Clause 16.2 of the Instruction of Bidders of Tender Document. Any such demand made on us by the Port Trust shall be conclusive and absolute as regards the forfeiture of the EMD and the amount due and payable under this Guarantee.

- a) The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Port Trust is disputed by the Bidder or not.
- b) This Guarantee shall remain in full force for a period of 180 days from (date)\* \_\_\_\_\_ or for such extended period as may be mutually agreed between the Port Trust and the Bidder and shall continue to be enforceable till all amounts which are demanded by the Port Trust under this Guarantee are paid.
- c) In order to give full effect to this Guarantee, the EMPLOYER shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the EMPLOYER against the Bidder or forbear or enforce any of the terms and conditions relating to non-compliance of the Tender Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the EMPLOYER or any indulgence by the EMPLOYER to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- d) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- e) The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by \_\_\_\_\_

Bank by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorized official

\*Fill in the scheduled date of submission of bid.

## Annexure- 13

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT (NA)**  
**(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 .....2017 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)**....., ..... 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 Mechanical Engineer, Cochin Port Trust has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work of (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 agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the “Board” of Port of Cochin for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.

- 1.16. The Lead Partner shall be authorised to act on behalf of the JV/Consortium.
- 1.17. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.18. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.19. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.20. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.21 The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Cochin Port Trust shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works 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

**Annexure- 14**

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

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

Not applicable

By this Power- of-Attorney executed on this ....day of .....(month) of 2019, 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 “ 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

**PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR PERFORMANCE  
OF GUARANTEE**

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

Ref: Bank Guarantee No \_\_\_\_\_

Date \_\_\_\_\_

To

Cochin Port Trust

W/Island,

Cochin 682009.

Dear Sirs,

In consideration of Board of Trustees of Port of Cochin (hereinafter referred to as the 'Port Trust' which expression unless repugnant to the context or meaning thereof includes its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ with its Registered / Head Office at \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns), a "CONTRACT" by issue of Port Trust's work order dated \_\_\_\_\_ the same having been unequivocally accepted by the Contractor resulting in a "CONTRACT" bearing No. \_\_\_\_\_ dated \_\_\_\_\_ value at \_\_\_\_\_ for \_\_\_\_\_ and the CONTRACTOR having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \_\_\_\_\_, to Port Trust under the terms and conditions of an agreement between Board of Trustees of Port of Cochin and ..... For the execution of the work ( hereinafter called "the said agreement") .

3. 2. We \_\_\_\_\_  
having \_\_\_\_\_ its \_\_\_\_\_ Head \_\_\_\_\_ office  
at \_\_\_\_\_ (hereinafter referred to as  
the "Bank", which expression shall unless repugnant to the context or meaning thereof,  
include its successors, administrators, executors and assigns) do hereby guarantee and  
undertake to pay the Port Trust on demand any and all money payable by the Contractor to  
the extent of \_\_\_\_\_ as aforesaid at any time  
upto \_\_\_\_\_ without any demur, reservation,  
contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such  
demand made by the Port Trust on the Bank shall be conclusive and binding  
notwithstanding any difference between Port Trust and CONTRACTOR. We,  
\_\_\_\_\_ Bank Ltd., do hereby undertake to pay to the  
Port Trust any money without demur so demanded notwithstanding any dispute or disputes

raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port Trust under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-charge on behalf of the Port Trust certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We, \_\_\_\_\_ Bank Ltd., further agrees with the Port Trust that the Port Trust shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or by any such matter or things whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, \_\_\_\_\_ Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port Trust in writing and further agrees that the guarantee herein contained shall continue to be in endorseable till the Port Trust discharges its guarantee.

8. We, \_\_\_\_\_ Bank Ltd. also agrees that Port Trust at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that Port Trust may have in relation to the CONTRACTOR's liabilities.

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

**WITNESSES**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

Bank's Rubber Stamp

\_\_\_\_\_

\_\_\_\_\_

(Name)

(Name)

\_\_\_\_\_

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney

No. \_\_\_\_\_

Dated \_\_\_\_\_

## **SECTION II**

**SECTION II**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**TENDER FOR OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND  
FIRE FIGHTING INSTALLATIONS AT BERTH & OFFICES OF GOI AT W/ISLAND FOR A  
PERIOD OF ONE YEAR, EXTENDABLE BY ONE YEAR AT THE SAME TERMS AND  
CONDITIONS AT THE DISCRETION OF COPT**

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1. General Description of work
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**SECTION II**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
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**SECTION II  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**GENERAL CONDITIONS OF CONTRACT - PART A - G**

**Attached separately**

**SECTION III  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**2. FORM OF SECURITIES (ANNEXURE A & B)**

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**SECTION II**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: Tender No. F2/T-1/O&M Contract- GoI/2020-M**

**Annexure –A**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/  
SECURITY DEPOSIT**

(To be executed on non-judicial Stamp Paper OF APPROPRIATE VALUE)  
[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Trustees of the Port of **[insert name of Port]** incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of **[insert name of Port]**, its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the “Contractor”)

(Name of the Contractor/s)  
from the demand under the terms and conditions of the Contract, vide \_\_\_\_\_ ‘s letter No. \_\_\_\_\_

(Name of the Department)  
date \_\_\_\_\_ made between the Contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and \_\_\_\_\_ Address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as “the Bank”) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_, \_\_\_\_\_, do hereby  
(Name of Bank) (Name of Branch)

undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be

conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. We, \_\_\_\_\_ (Name of Bank and Branch) \_\_\_\_\_, undertake to pay to the

Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

\_\_\_\_\_  
(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_ further agree with the Board  
(Name of Bank and Branch)

that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein :

a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only);

b) this Bank Guarantee shall be valid upto \_\_\_\_\* \_\_\_\_\_; and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).”

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

\* The date will be thirty (30 )days after the end of the period of Defect Liability as specified in the Contract.

**SECTION II**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**Annexure - B**

**PROFORMA OF BANK GUARANTEE FOR ADVANCE**  
 (To be submitted on Non-Judicial Stamp Paper of appropriate value)

Bank Guarantee No \_\_\_\_\_ dated \_\_\_\_\_

Amount of Guarantee Rs. \_\_\_\_\_

Guarantee cover from \_\_\_\_\_ to \_\_\_\_\_

Last date of lodgment of claim

In consideration of Board of Trustees of Cochin Port Trust (hereinafter called "Port Trust") which expression shall include all their successors and assignees having agreed to pay advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) repayable with interest @ \_\_\_\_\_ % per annum to \_\_\_\_\_ (Name & Address of contractor ) (hereinafter called the "CONTRACTOR") which expression shall include their successors and assignees for the contract for the work of \_\_\_\_\_ (Name of work) evidenced by the offer of the Contractor dated..... and accepted by the Port Trust forming the contract and the work order No..... dated,..... for the work of (name of work) issued by the Port Trust and the formal stamped agreement to be entered into between parties in the above, the said amount and interest being recoverable from the running bills of the contractor on pro-rata basis as per terms of agreement, we (Name of Bank) having our Head office at ..... (hereinafter referred to as "the Bank") do hereby undertake to pay The Cochin Port Trust an amount of Rs.....(Rupees.....only) with interest against any loss or damage caused to or would be caused to or suffered by the Port Trust by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement, making it impossible or difficult to recover the said mobilization advance of Rs.....(Rupees.....only) or part thereof or interest thereon we (Name of the Bank)do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on demand of The Cochin Port Trust by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by the reason of contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive not only as regards to contractor's failure but also as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee will be restricted to an amount of Rs.....(Rupees..... only) with interest as per the agreement.

We, (Name of the Bank) further agree the guarantee herein contained will remain in full force and affect during the period that would be taken for the recovery of the loan and that it shall continue to be live and enforceable till all the amounts due with interest thereon have been fully recovered and its claims satisfied or discharged or till The Cochin Port Trust certifies that the amount outstanding under the advance has been fully recovered from the contractor and accordingly discharged the guarantees. Unless a demand or claim under this guarantee is made on us in writing on or before (date of the expiry) we shall be discharged from all liability under this guarantee thereafter.

We, (Name of the Bank) further agree with the Port Trust that the Port Trust shall have the fullest liberty without or consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions regarding the recovery or repayment and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or any forbearance, act or omission on the part of Cochin Port Trust or any indulgence by the Port Trust to the contractor or in such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

Notwithstanding anything contained herein:

- (i) Our liability under this bank guarantee shall not exceed Rs.....(Rupees.....)
- (ii) This bank guarantee shall be valid upto.....
- (iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only if you serve upon us a written claim or demand in terms of this guarantee on or before.....

We, (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port Trust in writing.

Dated this the.....day of.....(year)

For (Name of Bank)

(Signature)

**SECTION-III**

**SECTION III  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M  
OPERATION & MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING  
INSTALLATIONS AT BERTH & OFFICES OF GOI AT W/ISLAND FOR A PERIOD OF ONE  
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**SECTION III  
COCHIN PORT TRUST  
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**SECTION III  
COCHIN PORT TRUST  
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**III. 1. GENERAL DESCRIPTION OF WORK**

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**III. 1. GENERAL DESCRIPTION OF WORK**

**1. General**

Where it is mentioned in the Specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that the Contractor shall do so at his own Cost.

The materials, design and workmanship shall satisfy the relevant Indian Standard, the Specification and conditioned herein referred to. Where the Specifications stipulate requirement in addition to those contained in the Standard codes and Specifications, these additional requirements shall also be satisfied.

**2. Definitions**

“The Contract” means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

“The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

“The Employer” means Cochin Port Trust, the Organization purchasing the Works and Services.

“The Contractor” means the individual or firm supplying the Works and Services under this Contract.

“Engineer-in-Charge” means the representative of the Employer/Consultant authorized to give instruction to the Supplier during the stages of the execution of the work.

**3. Site conditions**

**3.1 Location**

The location of the work is the Berth allotted to Government of India at W/Island. The jetty area shall be the area of operation. Operation & Maintenance Contract shall be initially for a period of one year, extendable by one year at the same terms and conditions, at the discretion of CoPT.

**3.2 Reference Level**

All the levels indicated in the drawings and/or specifications are with reference to Port Chart Datum, which is at 0.582 m below Mean Sea Level. The contractor shall establish reference benchmarks at suitable spots. The maintenance of these reference benchmarks will be the responsibility of the contractor for which no payment will be made.

The tenderers shall make their own arrangements for inspecting the area and satisfying themselves regarding the water depth available in this area. However, the sounding chart in the location of the berth is enclosed for reference.

### 3.3 Tide and Flood Levels

The tides at Cochin are semi-diurnal with a marked daily inequality. The contractor shall carefully investigate the records of all past states of tides and flood and shall be held to have satisfied himself on all the tide and flood levels likely to prevail during the period of contract so far as it may affect the work.

The various tidal levels in the area as per Naval Hydrographic Chart No.2004 are as indicated below for the general guidance to the tenderer.

<u>Tide</u>	<u>Levels with reference to Port Chart datum</u> (inmetres)
Highest High Water Level	: +1.20m
Mean High Water Spring (MHWS)	: +0.92m
Mean Low Water Spring (MLWS)	: +0.80m
Mean Sea Level (MSL)	: +0.582m
Mean High Water Neap (MHWN)	: +0.60m
Mean Low Water Neap (MLWN)	: +0.30m
Lowest Low Water Level	: +0.20m

### 3.4 Current

The maximum current expected in the inner harbour is about 0.5 metre/sec.

### 3.5 Waves

The work site is in the inner harbour area where generally calm conditions prevail throughout the year

### 3.6 Wind

Wind at Cochin is highly influenced by the land and sea breezes. Wind direction changes from north-east during morning hours to west during evening for the period of October to May. During peak of south-west monsoon, especially from June to September, predominant wind direction remains south-west both during morning and evening hours. Due to strong monsoon winds, effect of land winds is not dominant during south-west monsoon. During the non-monsoon periods, the predominant wind direction is from north east during the morning and west during the evening which shows influence of land breeze.

### 3.7 Rainfall

The climate is characterized by dry and wet seasons. The wet seasons starts in late May and ends in November. During this period, two monsoons pass by one after another. The major monsoon is south-west monsoon which lasts from June to September. This is followed by north-east monsoon during October and November. The average annual rainfall is about 3000mm; and the major portion is during south-west monsoon.

### 3.8 Temperature

Cochin experiences moderate temperatures throughout the year. The temperature varies from 22°C to 34°C. The low temperature occurs during the southwest monsoon, December and January. Daytime temperature goes upto 30°C even during this period. The hot months are from March to May.

### 4. Drawings

The drawings enclosed with the tender document are to provide some idea of the job only and are preliminary and for tender purpose and are by no means complete and final and do not show the full range of the work under the scope of the contract. Work shall be carried out only on the basis of drawings marked “Issued for Construction” with addition, alteration, modifications, if any made to aforesaid drawings as required from time to time and also according to other drawings that would be supplied to the contractor from time to time

### 5. Scope of work

The scope of work shall cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete sub-station equipment comprising H.T panels, transformers, L.T panels, Bus ducts, rising mains, Power cables, Internal & External Electrical wiring and installations etc. as per details of installations and scope of work.

Scope of work also includes liaison with CoPT regarding 11KV Feeder Power connection so as to ensure uniform power supply.

The work shall be generally carried out as per CPWD specifications for electrical works and as per the norms set by the manufacturers of respective equipment, specifications and specific instructions as may be issued by the Institute Engineer in charge responsible for work from time to time.

All the electrical equipment's/installations shall be always kept in good healthy conditions.

**The bidder shall visit the site, ascertain the site conditions and scope of work before bidding.**

- 5.1. The details of office/installations/equipments etc, their locations, Brands, Type, Capacity and numbers covered under the proposed MC shall be provided in detail.
- 5.2. Only original spare parts/quality approved by CoPT will be permitted to be used for the maintenance during the MC Period.
- 5.3. Periodical preventive servicing has to be carried out as per maintenance schedule of the equipment.
- 5.4. Breakdown/ repairs of the equipments will be informed to the firm/ firm's authorized representative by telephone, email or SMS. The breakdown calls shall be responded/ replied by the firm and shall be attended accordingly within the time frame
- 5.5. All the equipments covered in this contract have to be maintained as per the standards of the original manufacturing company. The contractor has to repair /service/ maintain the equipments/installations etc under the MC in as is where is condition when handed over to them under MC.
- 5.7. It is the primary duty of the successful contractor to ensure that all under the contract are in working.
- 5.8. The contractor shall depute technically and professionally qualified and experienced personnel to provide requisite maintenance service as and when required, who shall be available throughout the contract period at the premises of GoI berth/Office or its

- neighboring locations and the break down calls shall be attended immediately.
- 5.9. The attendance of such person shall be maintained and made available to the Engineer-in charge as and when asked for verification.
- 5.10 Contractor should deploy more persons in addition to the personnel posted as above in case of heavy workload or in case of urgency to complete the work promptly in time.
6. **Insurance**
- 6.1. The technicians deployed under MC are to be covered by insurance under Workman Compensation Policy through reputed Insurance Companies during the MC Period. Copies of the Insurance Policies are to be submitted to the CoPT along with first running bill.
- 6.2. Following registers are to be maintained by technicians without fail:  
**Periodic Maintenance Register /Breakdown Maintenance Register:** The equipments/installations serviced/ maintained / repaired have to be recorded in register and endorsement from GoI authorized officer has to be obtained in register. Also Further service reports are to be made after carrying out periodical servicing and endorsement (Sign and Seal) to be from GoI authorized officer.  
**Complaint Register:** All complaints received during contract period are to be recorded with time and date of receipt, as and when complaints are received from GoI
7. **Contractor's responsibility**
- 7.1. All materials for use on the works shall be supplied and provided by the contractor at his own cost and shall conform to relevant BIS Specification unless otherwise specified.
- 7.2. All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour will be contractor's responsibility.
- 7.3. The contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and these shall be made good or compensated at his risk & cost.
- 7.4. The contractor shall take all care and precautionary measures for avoiding any kind of damage/accident in the work site on any account. CoPT/GoI shall not entertain any claim from the contractor whatsoever towards compensation for any damage/accidents at the site due to negligence from his part, during the execution of work.
- 7.5. The contractor shall prior to commencement of the work insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising for which he is responsible under the terms of contract.
- 7.6. All equipments and consumables required for the work shall be provided by the contractor at his own cost.
- 7.7. The contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of GoI and any construction so put up shall be removed by the contractor whenever GoI calls upon the contractor to do so.
- 7.8. Qualified persons with sufficient experience in works of similar nature shall be available at site throughout the contract period during working hours in order to receive instructions from department and to implement them properly and in time.
- 7.9. The contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be done at the contractor's cost.

The contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots etc. to the workmen at his own risk and cost.

- 7.10. The work shall be arranged by the contractor without causing any hindrance to the ship and other water craft operating in the area. No damage shall be caused to the structures in the area, water crafts operating in the area or otherwise by the contractor's operations. Any damage or accident caused by the contractor's operations shall be compensated / made good at the contractor's risk and cost.
- 7.11. No information or photograph concerning the works shall be published without the prior permission of GoI/CoPT and drafts of all such proposal/ publication shall be submitted for approval.
- 7.12. The contractor shall observe the conservancy rules relating to the GoI/CoPT and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work. Under no circumstances, inflammable materials be allowed to spill into Port waters.
- 7.13. The Cochin Port is an International Ship & Port Facility Security (ISPS) code compliant Port and the contractor is obliged to comply with the provisions of the code in force and as amended from time to time. The site for the proposed work is a protected area and hence security rules and regulations including obtaining entry / exit passes including photo passes if any for vehicles, men and materials etc. for entering the area shall be observed by the contractor at his cost.
- 7.14. The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 7.15. All fossils, coins, articles of value or antiques and structures and other remains or things of geological or archaeological interest discovered in the site of work shall be deemed to be the absolute property of the Port Trust and the contractor shall take responsible precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the departmental officers of such recovery and carry out at the expense of the department, the Engineer-in-Charge's orders as to the disposal of the same.
- 7.16. The contractor shall remove any plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of work or otherwise deal with the same as directed by the Engineer-in-Charge and until the same is raised and removed, the contractor shall set on such buoys and display at night such lights for avoiding any mishaps.
- 7.17. The contractor shall take all precautions for not to damage any cables/pipes etc. passing through the area of work.
- 7.18. **The contractor shall extend all the facilitations and cooperation for other contractors for simultaneous execution of other works in the area entrusted by Cochin Port Trust.**

## **8. Workmanship**

- 8.1. All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified.

- 8.2. The whole work shall be completed in a diligent manner within the contract period and defect or imperfection if any, observed during the contract period, shall be rectified at contractor's cost to the full satisfaction of GoI

**9. Alterations and Additions**

The Employer shall have power and authority from time to time and at all times to make amendments or additions or alternations or changes in the scope of the work, and specifications, drawings and bill of quantities and give such further instructions and directions as may appear to the Employer necessary and proper for the guidance of the Contractor and the good and efficient execution of the works and the contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof as if the same had been mentioned or referred to in the scope of the work, specifications, Bill of Quantities and Schedules and drawings. The Employer may also vary or alter the lines, levels or positions of any of the works contemplated or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed to be removed, changed or altered, if required, and may order that other work shall be substituted in lieu thereof and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the Contract Price based on rates available in the contract or where the rates are not specified a suitable rate backed up by rate analysis shall be submitted by the contractor and agreed upon between the contractor and the Employer. In the event of disagreement, the Employer shall fix such rates or prices as shall in their opinion, be reasonable and proper having regard to the circumstances. The contractor shall give to the Employer before the tenth day of every month, a statement in writing of any extra work which he may have performed during the preceding month, failing which any claim for which he may afterwards make for payment on account of any such extra work will not be allowed.

**SIGNATURE OF TENDERER**

**SECTION III  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**2. SPECIAL CONDITIONS OF CONTRACT**

**Attached Separately**

**SECTION IV**

**SECTION IV  
COCHIN PORT TRUST  
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**SCOPE OF WORK**

**Attached separately**

**SECTION V**

**SECTION V**  
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**SECTION –V**  
**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**1. PREAMBLE TO BILL OF QUANTITIES**

**1. General Instructions**

**1.1. General**

- 1.1.1.** This Bill of Quantities must be read with the Drawings, Conditions of Contract and the Specifications, and the Contractor shall be deemed to have examined the Drawings, Specifications, General Conditions of Contract and to have acquainted himself with the detailed descriptions of the Works to be done, and the way in which they are to be carried out.
- 1.1.2.** Notwithstanding that the work has been sectionalized every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it so far as it may practicable to do so.
- 1.1.3.** The detailed descriptions of work and materials given in the Specifications are not necessarily be repeated in the Bill of Quantities.
- 1.1.4.** The Contractor shall be deemed to have visited the Site before preparing his tender and to have examined for himself the conditions under which the work will proceed and all other matters affecting the carrying out of the works and cost thereof.
- 1.1.5.** The Tenderer will be held to have familiarized himself with all local conditions, in so far as they affect the work, means of access and the locality of existing services, in order to execute the Works measured and described hereinafter. No claims for want of knowledge in this respect will be reimbursed.

**1.2. Rates and Prices to be Inclusive**

- 1.2.1.** Rates and prices set against items are to be the all-inclusive value of the finished work shown on the Drawings and/or described in the Specification or which can reasonably be inferred there from and are to cover the cost of provision of plant, labour, supervision, materials, test charges, freight, transportation, erection, installation, performance of work, care of works, insurance, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever including all taxes and duties such as turnover tax and every kind of temporary work executed or used in connection therewith (except those items in respect of which provision has been separately made in the Bills of Quantities) and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.
- 1.2.2.** The Specifications are intended to cover the supply of material and the execution of all work necessary to complete the works. Should there be any details of construction or material which have not been referred to in the Specifications or in the Bill of Quantities and Drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices entered in the Bill of Quantities. The rates and prices are to cover the item as described in the Bill of

Quantities and if there is inconsistency in the description between the Bill of Quantities, Specifications or Drawings, the interpretation will be done according to General Conditions of Contract.

- 1.2.3.** The quantities given in the Bill are approximate and are given to provide a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer / Engineer reserves the right to delete any item and / or increase / reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of work ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item provided that the total contract value does not get altered by more than indicated in conditions of contract. No claim whatsoever for extra payment due to variation of quantities within the above said limit would be entertained.
- 1.2.4.** The drawings for tender purposes are indicative only of the work to be carried out. However, the Tenderer must allow within his price for the items of work included in the Tender Documents for the details which will appear on subsequent drawings developed for construction purposes. Rate and price shall include any additional design/ detailing to be carried out by contractor.
- 1.2.5.** The rates and prices shall include (except where separate items are given) for the provision and operation of the following items, for compliance with the Condition of Contracts, Special Conditions, the specifications and Tender drawings:
- i) Supervision and labour for the Works;
  - ii) All materials, installation/erection, handling and transportation;
  - iii) All Contractor's Equipment;
  - iv) All testing, commissioning, insurance, maintenance, security, welfare facilities, overheads and profit and every incidental and contingent costs and charges whatsoever including;
  - v) All temporary fencing, watching, lighting, sanitary accommodation, general security arrangements, welfare facilities and first aid provision;
  - vi) Provision and maintenance of Contractor's Site offices, cabins, huts, maintenance and storage areas;
  - vii) All taxes and duties including General Tax, Turn-Over tax, Duties etc.
  - viii) All necessary temporary services including fresh water, compressed air lines, electrical cabling and switchgear, telephone, walkie-talkie and facsimile facilities
  - ix) The maintenance of all Contractor's services;
  - x) All insurances for the Works;
  - xi) Allow for complying with all environmental aspects as specified;
  - xii) For carrying out hot work of any kind contractor should consider safety of vessel in adjoining berth;
  - xiii) Detail design of components of temporary works, wherever necessary as directed by Engineer.

### **1.3. Method of Measurement**

Standard Method: The work included in Bill of Quantities once completed will be presented to the Engineer's representative for checking quality and quantity of work. The Engineer's representative after satisfying himself issue a certificate to that effect. Unless stated or billed otherwise quantities shall be measured in accordance with Indian

Standard Code No.1200 for civil work and shall be not as they are provided in the works. The rates and prices shall include whatsoever allowance is considered to be necessary for wastage, working spaces, construction slopes and batters.

The mode of measurement and payment described in the relevant technical specifications shall apply for the relevant items.

**1.4. Currency**

- 1.4.1.** All monetary reference herein and the Bill of Quantities shall be priced in Indian Rupee Currency.

**SECTION –V  
COCHIN PORT TRUST  
MECHANICAL ENGINEERING DEPARTMENT  
Tender No: F2/T-1/O&M Contract- GoI/2020-M**

**2. BILL OF QUANTITIES**

ATTACHED SEPARATELY