



COCHIN PORT TRUST
MARINE DEPARTMENT
E- TENDER No.MD/DM/TT/Naphtha Line Replacement/21

Tender Document

“Replacement of 14 Mtrs. 16” Naphtha Line at Cochin Oil Terminal.”

Tender publication date	: 12 th May 2021
Down loading of Tender Document	: From 13 th May 2021, 1700 hours to 4 th June 2021, 1400 hrs
Last date and time for Submission of Tenders:	4 th June 2021, 1430 hours
Time and date of technical bid opening	: 4 th June, 2021, 1500 hours
Opening Of The Price Bid	: Will be informed later
Cost of Tender Document / Processing Fee (Tender fee is inclusive of 5% GST)	: Rs.2240/- (nonrefundable)
E-Tendering portal	: www.Tenderwizard.com/COPT

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Section I. E-TENDER NOTICE

E- TENDER No.DM/TT/Naphtha Line Replacement/21 dated 12-05-2021

“Replacement of 14 Mtrs. 16” Naphtha Line at Cochin Oil Terminal”

1. Electronic Tenders (**e-tenders**) in “Two Cover bidding procedure” [Technical Bid and Financial Bid], are invited by the Dy. Conservator, Cochin Port Trust, Willingdon Island, Cochin 682009 from reputed Contractors meeting the Minimum Eligibility Criteria specified below for the work of “Replacement of 14 Mtrs. 16” Naphtha Line at Cochin Oil Terminal”.
2. **Minimum Eligibility Criteria:** Tenderer must fulfill the following minimum qualifying criteria to prove the techno-commercial competence and submit the documents in support thereof: Price bids of those tenderers, who comply with the above criteria, only shall be considered for opening.

a) Experience

The tenderers should have undertaken similar works ie. Oil Pipe Fabrication, repairs/ welding works of Oil lines in shipyards/ports/ petrochemical industries/process industries and any other reputed industries, during the last seven years ending 30.04.2021 as follows:

- I) Three numbers of completed contract works, each single contract costing not less than Rs. 2.41 lakhs.
OR
- II) Two numbers of completed contract works, each single contract costing not less than Rs.3.01 lakhs.
OR
- III) One number of completed contract work costing not less than Rs.4.82 lakhs.

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March, 2020 (viz. 2017-18, 2018-'19 and 2019-20) should not be less than Rs.1.81 lakhs. The details shall be furnished in Schedule C. Copy of auditor's report along with audited balance sheets/ profit and loss accounts for the past three years (**ie17-18, 18-19&19-20**) should be enclosed along with the tender

Explanatory notes to a) & b):

Note 1:- 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.

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Table 1.1

Year before	Multiplying factor
One year [April2020]	1.07
Two years [April 2019]	1.14
Three years [April 2018]	1.21
Four years [April 2017]	1.28
Five years [April 2016]	1.35
Six years [April 2015]	1.42

Note 2:- The experience certificate 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 3:- Tenderer should submit copies of Work Order and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.

3. Other Eligibility Considerations:

3.1 Even though the bidders meet the above qualifying criteria, they are subject 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.

3.2 The bidders having EPF and ESI registration only shall be considered for qualification in the tenders.

4. Schedule of different activities till submission of the bid are detailed as under:

Table 1

Sl. No	Description of activity	Venue	Time
1	Tender e-publication date		12thMay 2021

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2	Down loading of Tender Document	On line www.Tenderwizard.com/CPT www.cochinport.gov.in www.eprocure.gov.in/cppp	From 13 th May 2021, 1700 hours to 4 th June 2021, 1400 hrs
3	Last date of submission of bid	Online Submission at: www.Tenderwizard.com/CPT	4 th June 2021, 1430 hours
4	Opening of Techno commercial bid	Online at: www.Tenderwizard.com/CPT	4 th June, 2021, 1500 hours
5	Opening of Price Bid of technically qualified Tenders	Online at: www.Tenderwizard.com/CPT	Will be informed

5. Cost of tender document **Rs.2240/-** (including GST) is to be remitted in the form of Account Payee Demand Draft/ Banker's Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Trust or payment online.

Bank Details of Cochin Port Trust are given below:

Name of Bank : State Bank of India
Name of Branch : Cochin Port Trust
IFSC Code : SBIN0006367
Account No : 10601197375
Account Holder's Name : Cochin Port Trust

6. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD a Declaration (Annexure-VIII) shall be furnished as per the format enclosed. Otherwise, the bids will be rejected.
7. Proof of payment in original towards Cost of tender document shall be submitted to Dy. Conservator before the scheduled date and time of submission of the bid, failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id dc@cochinport.gov.in or bhagavathsing@cochinport.gov.in at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify receipt of payment as referred in the UTR number, in the Bank account mentioned. If Cost of tender document has not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.
8. Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India Enterprises under "Single Point Registration Scheme" of Ministry of MSME shall be eligible for exemption from payment of Cost of Tender Document and Earnest Money Deposit. **They are required to submit documentary proof of such registration for claiming the available exemptions in the e – tendering Portal.**

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9. Scanned copy of instruments towards the payment of Cost of Tender Document (as mentioned in clause 5 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, failing which the bid will be rejected.
10. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/COPT from the service provider KEONICS, by paying registration amount of **Rs.1180/-** through 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**.
11. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No. 080-49352000/9605557738.
12. The tenders shall be submitted “**on line**” strictly in accordance with the Instructions to Tenderers and other Terms & Conditions given in the tender document.
13. The bidders shall submit scanned copy of all the required documents such as proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/COPT.
14. **Evaluation and comparison of tenders:** The Cochin Port Trust shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the overall lowest evaluated tender for all the items of the tender.
15. Time schedule for various activities in connection with this tender will be as follows:
16. Availability of Tender Document: Tender document can be down loaded from www.cochinport.gov.in; www.eprocure.gov.in/ cPPP/; www.tenderwizard.com/COPT
17. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of bidders etc., if any, issued by CoPT, from the website before submission of the bid. Any shortfall in submissions of the said Addenda/Amendments/Errata/Replies to the queries of bidders etc., duly signed along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.
18. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the bidder’s responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder’s premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures
19. Pre Bid Meeting: There will not be any Pre bid meeting for this Tender. However queries if any can be sent through e-mail by the bidders for which answers will be posted in the e-tender portal 5 days before the closing date of the Tender.
20. 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.
21. This tender notice shall form part of the tender document and are to be signed and submitted along with the tender.

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22. The Tender shall be submitted by an individual or by a Registered Partnership firm or by a Limited Company. The name and address of the Tenderer shall be entered in the space provided in 'Price Bid'. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind all the partners 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 authorized person who shall produce with the Tender the evidence of the authorization. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company. Joint Venture is not allowed in the Tender.
23. Preparation and submission of bids: The Documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the online submission of Bid at www.Tenderwizard.com/COPT.
24. The right of acceptance of Tender will rest with Cochin Port Trust who do not bind themselves to accept the lowest Tender and reserves to themselves the authority to reject any or all of the Tenders received without assigning any reason thereof.
25. The Tender Document will be available in the e-Tendering Portal. All the schedules in the content sheet should be filled up except price bid. The price schedule should be kept blank. All the pages of the Tender Documents including Price Bid (not filled) shall be signed by the contractor and should upload in e- tendering portal.
26. The Deputy Conservator or his duly authorized officer will open the E-Tenders online in the presence of intending Tenderers who may be present at the time in person or through their authorized representative. In the event of a Tender being rejected, the earnest money paid with such unaccepted Tender shall be refunded to the Tenderer.
27. It is obligatory on the part of the Tenderer to sign each and every page of the Tender Document as a token of acceptance of all the conditions mentioned in the Document, while submitting the Tender online.
28. The Tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Employer reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax or by email. The Tenderers will have an option to refuse the request. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the Tender.
29. Should any tenderer withdraw his Tender before the period, or make any modification in the terms and conditions of the Tender which are not acceptable to the department and the earnest money deposited by the Tenderer shall be forfeited.
30. Tenderers should send a letter of authorization with an attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the Tenders.
31. Tenders, which do not fulfill all, or any of the above conditions, or are incomplete in any respect, are liable for summary rejection at any stage before placement of order.
32. Canvassing in connection with the Tender is strictly prohibited and Tenders submitted by the contractors who resort to canvassing will be liable for rejection.
33. The under signed 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.
34. The Tenders containing uncalled remarks or any additional conditions are liable to

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summary rejection.

35. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
36. This Tender notice shall form part of the contract.
37. All Tenderers are advised to visit Cochin Oil Terminal (COT), CoPT and inspect the site before submitting their offer in order to make themselves fully aware of the nature of work. Cochin Port Trust will not be responsible for any cost or expenses incurred by the Tenderer in connection with the preparation or delivery of the tenders including cost and expenses related to visits to the sites.

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Deputy Conservator

For and on behalf of
The Board of Trustees of the Port of Cochin.

Section II. INSTRUCTIONS TO TENDERER

- 2.1. **Scope of Tender:** Electronic Tenders (e-tenders) in two-cover system are invited from eligible Tenderers for the "Replacement of 14 Mtrs. 16" Naphtha Line at Cochin Oil Terminal". Tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions of Contract, Special Conditions and the Scope of work etc as enumerated in this tender document.
- 2.2. **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp
- 2.3. **Cost of tender document:** Cost of tender document **Rs.2240/-** (including GST) is to be remitted in the form of Account Payee Demand Draft/ Banker's cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Trust **or payment online**. Tenders without cost of tender document will not be accepted.
- 2.4. Tenders without Scanned copy of Declaration in lieu of EMD/ BID Security will not be accepted.
- 2.5. Proof of payment in original towards Cost of tender document shall be submitted to Dy. Conservator before the scheduled date and time of opening of the bid, failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id dc@cochinport.gov.in/bhagavathsing@cochinport.gov.in at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify receipt of payment as referred in the UTR number, in the Bank account mentioned. If Cost of tender document has not reflected in the Bank account of Cochin Port Trust, the bid will be rejected. Scanned copy of instruments towards the online payment of cost of Tender Document (as mentioned in clause 5 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, failing which the bid will be rejected.
- 2.6. Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped on all pages for submission. The downloaded tender documents including price schedule (price schedule hosted on website, will result in disqualification documents if found tampered with by way of any deviation from the original document condition. Duly filled, stamped and signed tender documents, including blank price schedule and other documents shall be prepared and scanned PDF or JPEG format such that file size is not more than 5 MB and uploaded in the e-tender portal www.tenderwizard.com/CPT. Any tender not so complete is liable to be rejected.
- 2.7. **PROVEN TRACK:** Tenderer should have experience in fabrication and erection of Oil pipelines.
- 2.8. **Validity of Tender:** The tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Cochin Port Trust may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The tenderer will have an option to refuse the request. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.
- 2.9. **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Trust, for any reason, whether at his own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment.

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- 2.9.1 The amendment in the form of addendum will be published in the CoPT website.
- 2.9.2 Any amendments issued will be hosted in the website at least 5 days prior to the dates specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued in CoPT website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any, shall be binding on the tenderer.
- 2.9.3 The Cochin Port Trust may at their discretion extend deadline for the submission of tenders to enable prospective tenderer to take the amendment into account while preparing the tender.
- 2.10. The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender.
- 2.11. Power of attorney for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender.
- 2.12. The tenderer should not submit their offer with any conditions / counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
- 2.13. All the documents submitted should be indexed and page numbered
- 2.14. **Submission of Tender:**
- 2.14.1. DD/Banker's cheque/online payment receipt towards cost of tender document should be scanned and attached in the e-tender portal and original DD/Banker's cheque shall be submitted to the Deputy conservator, CoPT in a sealed cover on or before the due date and time fixed for tendersubmission. In case of online payment, Proof of payment in original towards Cost of tender document shall be submitted to Dy. Conservator before the scheduled date and time of submission of the bid and UTR number of the transaction should be communicated to the e-mail id dc@cochinport.gov.in / bhagavathsing@cochinport.gov.in at least one day before the date and time of opening of e-tender.
- 2.14.2. The tender document should be submitted as **two separate files** in the e-tender Portal; Bid shall be submitted in two parts ie **Part - I: Techno commercial Bid** and **Part - II: Price Bid.**
- 2.14.3 Part -1 file consisting of following copies of documents :**
- 2.15.3.1. Tender documents duly filled including **blank price schedule**, signed and stamped on all pages scanned and copy of tender cost payment details
- 2.15.3.2. Supply/ orders/work orders and completion certificates for proving MQC.
- 2.15.3.3. Profit and loss statement, balance sheets and auditor's report / annual Report for the past 3 years
- 2.15.3.4. GST registration certificate and PAN card.
- 2.15.3.5. Power of Attorney in favour of person authorized to sign the tender document.
- 2.15.3.6. Schedules A, C, D & E, and Annexure- V, VI, VII and VIII duly filled and signed.
- 2.15.4. The other file Part -II, the price bid format (**Price schedule**) is given as separate file. **It should be filled ON LINE only** by the bidder.
- 2.15.5. The tenderers are required to submit both Technical bid & Price bid in '**e-tender**' mode only on www.tenderwizard.com/COPT before the due date and time fixed for submission of techno-commercial bid.
- 2.15.6. Disclosure/ Indication of the Price(s) in the Techno- Commercial Bid shall make the Tender disqualified and will be rejected.

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- 2.15.7. Tenderer should quote one price only for each line item. Declaring price discrimination by showing optional/alternative model or manufacturer may lead to rejection of the complete offer.
- 2.15.8. Cochin Port Trust shall not provide any forms for getting any exemptions from payment of duties and taxes.
- 2.15.9. Before submitting the tender, the tenderer shall examine all the tender conditions and instructions etc. in the tender document. The tenderer shall visit the site and get himself acquainted with all necessary data concerning this tender for the purpose of making responsive offer.
- 2.15.10. All Tenderers are advised to visit Cochin Oil Terminal, CoPT and inspect 14 Mtrs. 16” Naphtha Line to be replaced before submitting their offer in order to make themselves fully aware of the nature of work. They shall also study the scope/nature of work before quoting. Any doubt regarding the specifications, scope or any other conditions, shall be discussed with the Engineer in charge, Supdtg. Engineer (M) TT, CoPT.

2.16. Opening of Tenders:

- 2.16.1. Techno-commercial Bid will be opened at the above prescribed date and time in the e-tender portal www.tenderwizard.com/COPT. Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening
- 2.16.2. Price Bid of those tenderers who are found qualified after evaluation of techno-commercial bid will be opened “**on-line**”. Date and time of opening of price-bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price – Bid by logging in to the e-tender portal at the date and time intimated for opening of Price – Bid.
- 2.16.3. To assist in the examination, evaluation and comparison of tenders, Cochin Port Trust may ask tenderer individually for clarification of their tender.
- 2.16.4. **Determination of Responsiveness:** The tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. A tender that, in relation to the cost estimate of the Port, is seriously unbalanced may be rejected as non-responsive.
- 2.16.5. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.
- 2.16.6. **Evaluation and comparison of tenders:** Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non-responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding. **The price comparison and evaluation of tenders will be done based on the GRAND TOTAL amount quoted in the price schedule together, excluding GST**
- 2.16.7. **Acceptance of Tender:** Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.
- 2.16.8. **Language of the tender:** The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Trust shall be in **English language**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

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SECTION III. GENERAL CONDITIONS OF TENDER

- 3.1. **DEFINITIONS:** In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 3.1.1. "Employer" means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Deputy Conservator or any other officers so nominated by the Board.
- 3.1.2. "Contractor" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3. "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4. "Contract Price" means the sum of amount arrived at by adding rate of each line item in the price schedule by the quantity of corresponding line item without GST. GST as per the prevailing rates will be paid by CoPT additional.
- 3.1.5. "Specifications" means the specification referred to in the tender documents if any and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6. "Deputy Conservator" shall mean the Deputy Conservator of Cochin Port Trust and includes any officer who is authorized on his behalf for the purpose of this contract.
- 3.1.7. "Work" or "Works" shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- 3.1.8. The "Site" shall mean the whole of the premises, buildings, vessels and grounds of CoPT in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.9. The "Schedule" shall mean the schedule or Schedules attached to the specifications if any.
- 3.1.10. The "Drawings" shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Deputy Conservator and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Deputy Conservator and all other drawings supplied or furnished by the contractors or by the Deputy Conservator in accordance with these contract conditions.
- 3.1.11. "Approved" or "Approval" shall mean approval in writing.
- 3.1.12. "Month" shall mean English Calendar Month
- 3.1.13. "Day" shall mean English Calendar Day.
- 3.1.14. "Completion" means the fulfillment of the supply/work of Equipments/vessels and related services by the contractor in accordance with the terms and conditions set forth in the contract.
- 3.1.15. "Tender" means the offer of the contractor along with all other relevant documents as referred to in the contract.
- 3.1.16. "Engineer In-charge" shall mean Supdtg. Engineer (M), TT, Cochin Port Trust.
- 3.2. The drawings given if any are only intended to cover the general layout and are not provided with dimensions / material of construction details. The tenderer shall collect all details from the Engineer-in-charge/SE(M)TT, CoPT for this work before preparing the price schedule.

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- 3.3. **Tenderer shall be required to quote the rate for Replacement of 14 Mtrs. 16” Naphtha Line without GST.** GST will be paid by CoPT additionally on production of relevant invoice. Statements such as **"all taxes and duties applicable will be extra" should be avoided. Tenderer is required to quote the rate of all line items including material costs.**The price shall be quoted by filling the prescribed format of price schedule **on line only.** The Cochin Port Trust does not have any concessional forms, such as 'C' and 'D' forms. The rates quoted should be firm without any price variation clauses.
- 3.4. Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes and Duties shall not be paid / reimbursed by the employer under any circumstances.
- 3.5. Contractor to inform himself fully: The Contractor shall be deemed to have carefully examined the general conditions of contract, specifications, and form of tender and informed himself full regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of the work and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
- 3.6. **Security Deposit:** The successful tenderer will be required to furnish Bank Guarantee towards Security Deposit for 3% of contract price on a stamp paper of value Rs 200/- within 15 days from the date of acceptance of work order by the contractor. The Bank Guarantee furnished towards the security deposit shall be valid up to 15 months from the date of receipt of work order. In case of extension of contract period, Bank Guarantee has to be extended for a further period as required by Cochin Port Trust. Any expenditure in this regard will be borne by the contractor. The proforma of Bank Guarantee for Security Deposit is appended along with this tender document as Form-I. Bank Guarantee has to be furnished in this format. If the contractor/supplier fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract from Security Deposit/any sums of money due or that may become due to the contractor/Supplier. This is without prejudice to the rights of the Port Trust under the terms of this Contract.
- 3.7. **Contract Agreement:** The successful Tenderer will be required to execute an agreement at his expense on Two Hundred Rupees (Rs.200/-) Kerala Stamp Paper in the proper departmental format (Form II) for the due and proper fulfillment of the contract, within 30 days from the date of acceptance of work order by the contractor. Pending preparation and execution of the contract agreement as above, the tender submitted by the tenderer together with Deputy Conservator's letter / fax accepting the tender shall constitute a binding contract between the Board and the contractor.
- 3.8. All safety protection / precaution as per Statutory and Regulatory requirements for the safety of the workmen, supervisors and materials are to be provided by the contractor.
- 3.9. When the work is over in CoPT premises if required, the Contractor should remove all his temporary plants, tools, etc. at his own expense and leave the whole area used by him in a clear and tidy condition to the satisfaction of the employer.
- 3.10. The contractor shall execute minor repair at CoPT premise if required, after getting sanction from the engineer in charge, works in such a manner that all the existing structures overhead lines, existing pipelines, utilities, etc. other than those covered under this contract are not disturbed /altered / damaged. Any damages caused shall be made good by the Contractor at his own risk and cost.
- 3.11. The Contractor will have to obey by the various Labour Laws and Regulations including P.F Act, Workmen compensation Act, Contract Labour (Regulation

&Abolition) Act etc. or other Statutory Requirement if any, if applicable when working in Port premises.

- 3.12. The men deployed for the work and the materials brought by the Contractor to CoPT premises shall be insured at his own cost and the Port will no way be responsible for the loss / damages to the materials in connection with the work (assembling, commissioning, testing, guarantee repairs etc). The Contractor may insure all his employees against any accidents during the period of his contract and guarantee period.
- 3.13. Alterations & Additions: Should any alterations or additions to the work as specified in the said scope of work not involving extra cost to the Contractor be considered necessary or expedient by either party and be mutually agreed or in writing, the Contractor shall execute the same without any charge beyond the contract price. But if the Port desires any alterations or additions involving extra cost to the Contractor, the Contractor before executing the same, arrive at a mutual agreement regarding the cost and time for such alterations and additions.
- 3.14. Rejections and Replacements: All materials, equipment and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the CoPT. Any portion or portions of materials, equipment or any of the works done under this contract which may be considered to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements, which they shall reject and shall be replaced to the satisfaction of CoPT at the sole expense of the Contractor.
- 3.15. Indemnify against Accident and Damage: The Contractor shall be held liable and responsible for all accidents or damages to work during the contract work from whatsoever cause arising, and chargeable for anything that may be lost, stolen, damaged, removed or destroyed at any time till the system is accepted by the employer and shall also be held responsible and guarantee to make good any damage to or defects in the said work or any portion thereof due to materials, workmanship or design which appear after completion of each work or become known before the expiry of the guarantee period if any, notwithstanding that such damage/defect might not have been discovered during the tests or trials or that payment may wholly or partially have been made or that the work may have been approved earlier as properly completed and no certificate of approval of any work or materials by the employer shall affect or prejudice the right of the Board of Trustees against the Contractor or be considered conclusive as to the sufficiency of such work or materials. The Contractor shall solely be responsible for and shall make good and compensate any damage or injury, sustained by any person or property during the construction or working thereof up to the expiry of the guarantee period if any occasioned by reason if such defective construction or delivery or by reason of the failure of any portion thereof, or in consequence of any operations of the Contractor or his agents and he shall also be indemnify and keep indemnified and harmless the Board of Trustees and their representatives from and against all suits, actions, claims, penalties, liabilities, cost, expenses and demands whatsoever in connection with the work during the period of execution of contract and also against losses, damages, compensations, accidents, cost and expenses incurred.
- 3.16. Quality of materials and workmanship: All the equipments, components, accessories etc. used if any shall be brand new and readily available in open market. All items offered shall be as per approved quality and standards. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at site. The type test certificates,

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routine test certificates and acceptance test certificates are also to be submitted. The Contractor shall execute in the best and most workmen like manner all works according to the true intent and meaning of the specifications of the contract and complete the same to the entire satisfaction of the CoPT.

- 3.17. **Obligation to carry EIC's Instructions:** The Contractor shall also satisfy the Port Trust that adequate provision has been made (i) to carry out his instructions fully and with promptitude; (ii) to ensure that, parts required to be inspected before use are not used before inspection and (iii) to prevent rejected parts being used in error. Where parts rejected by the Port Trust have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.
- 3.18. **Responsibility for completeness:** Any minor work which may not be specifically mentioned in the specification/scope of work but which are usual or necessary are to be provided/done by the contractor without extra charge and the work must be complete in all details.
- 3.19. **Workmen Compensation:** The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for the injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer On demand whenever so required.
- 3.20. **Work on Sundays and holidays:** No work shall be carried out on Sundays and other holidays and beyond working hours on working days without the sanction in writing of the officer concerned. The contractor is liable to complete the work within the contractual completion time. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3.21. **Changes in constitution of firm:** In the case of a tender by partners any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Deputy Conservator for his information.
- 3.22. **Governing Law:** The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in special conditions of contract. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin. Any work of an electrical nature to be executed under the contract shall comply with provisions of The Electricity Act 2003 (Central Act 36 of 2003) and the Rules there under for the time being in force.
- 3.23. **Dock Safety:** For the work carried out within dock area in the vicinity of any wharf or quay, the contractor shall abide by all the provisions of the Dock Workers (Safety, Health & Welfare) Regulation 1990.
- 3.24. **Subcontracting:** The contractor shall notify the Employer in writing of all subcontracts awarded under the contract if not already specified in the tender. Such notification, in the original Tender or later shall not relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the contract.
- 3.25. **Termination for Default:** The Cochin Port Trust, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
 - 3.25.1. If the contractor fails to perform the work within the period specified in each work order or any other extension granted by CoPT

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- 3.25.2. If the contractor fails to perform any other obligation under the contract.
- 3.25.3. If the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.
- 3.26. Cochin Port reserves the right to entrust another contractor for the same work during the contract period.
- 3.27. Termination for Insolvency: The Cochin Port Trust may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Cochin Port Trust
- 3.28. Termination for Convenience: Cochin Port Trust, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Trust's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 3.29. Cochin Port Trust's Lien: Cochin Port Trust shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Trust to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the Cochin Port Trust and the Contactor.
- 3.30. All statutory approvals if any are in the contractor's scope.
- 3.31. Dispute or difference on any matter whatsoever, pertaining to the contract shall not be raised by the contractor after submission of 'No Claim Certificate' in the form as per the format enclosed as Form III.
- 3.32. In the event of failure of mutual discussions/ negotiations the Cochin Port Trust shall appoint a sole arbitrator to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be. The venue of the Arbitration shall be Ernakulam.
- 3.33. In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/ Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending/ new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.

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Section IV Special Conditions

The Special Conditions will override the general conditions of contract wherever they differ.

- 4.01 Taking over of Site: The site has to be taken over within 10 days from date of receipt of work order.
- 4.02 Completion period: The entire work as per scope of work under Section V and schedule of work under Section VI should be completed within 60 days from the date of taking over of the site by the Contractor. If the work is not completed within the stipulated time, liquidated damages, as per clause of General Conditions of Contract will be applicable. In case work could not be carried out due to the shipping movement, rain or any other requirement of Cochin Port Trust, such days will not be reckoned for calculating the completion period. The contractor shall maintain a record of such days lost due to above-mentioned reasons duly counter signed by the Engineer-in-charge.
- 4.03 Guarantee: Entire work shall be guaranteed for one year from the date of commissioning and acceptance by the Employer. In the event of any defect or deficiency being noticed in the functions of the system, which is attributable to the defective materials, design or workmanship, during the guarantee period, the supplier shall make good the same at his cost. The supplier shall supply new parts to replace any component that may be proved to have been so defective, free of cost to Cochin Port Trust. The cost of all replacement of such defective parts of materials, including freight, insurance, clearance, customs duty, sales tax, delivery charges etc. shall be borne by the supplier who will also arrange at his cost for the fitting/replacement. If the system rendered idle during guarantee period for more than 7 (seven) days on account of any of the guarantee obligation on the part of the supplier the guarantee period of the same shall be extended beyond the normal period of one year by such period, not exceeding the period of idleness, as the Dy. Conservator of the Port Trust will decide.
- The supplier shall be equipped to undertake the major repairs (under guarantee or otherwise) if called for by the employer. They should also be in a position to render necessary guidance and service. In case the supplier fails to attend the defects even on repeated intimations from Cochin Port Trust, the same will be got attended from other source at the risk and cost of the supplier.
- In case of any dispute as to whether any material/workmanship is defective, the decision of the Employer shall be final and binding.
- 4.04 Insurance: The contractor shall take comprehensive transit insurance for the goods, transit-cum-storage, erection and third party liability insurance policies with reputed underwriters to cover all the risks whatsoever during the whole period starting with dispatch of equipment and materials from contractor's warehouse and ending with final acceptance of the replaced 14 Mtrs.16" Naphtha Pipeline by the employer. The employer shall have first charge on the insurance claims if any.
- 4.05 The work shall be carried out so that the downtime of the berth is kept to a minimum, so that no disruption of operations at the terminals takes place as far as possible.
- 4.06 The dismantled materials of existing 14 Mtrs.16" Naphtha Pipeline shall be cleared off from the site, transported and stored at Q9 as per the direction of Engineer In-Charge at the sole risk and cost of the contractor for which the services of MV Venad will be provided free of cost.
- 4.07 All the materials forming a permanent part of the system and all consumables, equipments etc. required for testing/ commissioning shall be brought by the contractor. Cochin Port Trust does not intend to supply any materials required for permanent installation or for testing and commissioning the system.
- 4.08 The contractor shall be responsible for procurement and supply, in sequences at appropriate times, of all materials and consumables required for the completion of works as defined in various document.
- 4.09 All items, components and accessories offered should be brand new. All fittings/ materials used are to be of approved quality and standards and fit for use in the tropical

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saline corrosive atmosphere. All work should be completed to the entire satisfaction of the Engineer-in-charge/ third party inspector.

- 4.10 Open space for fabrication/ assembling in connection with this work will be provided by the Cochin Port Trust, if required by the contractor, free of cost, at the nearest available point, subject to availability.
- 4.11 Being hazardous area all safety precautions should be under taken while executing the work under the instruction of Dock master, CPT. Normally all works shall be executed at Tanker Berths during the day shift on working days. If any work is to be carried out other than this time, the contractor may obtain prior permission in writing from the Dock master, CPT.
- 4.12 Erection: The 14 Mtrs.16” Naphtha Pipeline and its accessories shall be erected under the supervision of the Engineer in charge. The Tenderer shall ensure safe and correct mode of pre-assembly, transportation to site, assembling, testing and commissioning of the entire system.
- 4.13 Quality Assurance Plan (QAP): The Contractor shall submit a QAP of various activities involved in contract for scrutiny and approval of Cochin Port Trust, along with the tender.
- 4.14 Inspection and testing: The contractor at his own cost shall arrange for Inspection and Testing by an approved classification society (IRS, ABS, LRS, DNV etc.). The contractor shall indicate in his tender, name of the two third party inspectors and Port Trust shall select one from the two. The third party inspection shall be carried out at different stages during manufacture, erection, testing and commissioning of the 14 Mtrs.16” Naphtha Pipeline as per the QAP approved by the Port.
- Facilities provided by Cochin Port Trust subject to availability:
- 4.14.1 Open space for assembling at the nearest available point, free of cost.
- 4.14.2 Service of Fire water Pump to fill seawater for Hydro testing, free of cost.
- 4.14.3 Electricity at the prevailing rates, terms and conditions.
- 4.14.4 Services of floating crane M.V Venadwill be provided on free of cost for transporting 14 Mtrs.16” Naphtha Pipeline to be fitted from Q9 to COT and for transporting the removed 14 Mtrs.16” Naphtha Pipeline from COT to Q9.
- 4.15 Access to site: The work site at COT is not accessible by land from Willington Island/Ernakulam Jetty. The contractor is expected to visit the site and satisfy himself of the actual site conditions. The contractor shall arrange proper means of transport of his own, for transporting his materials, equipments and labour to the work site.
- 4.16 Safety and Security:
- 4.16.1 The contractor shall carryout hot work at the COT only when the berth is free of ship. To carry out hot work at COT prior sanction of Dy. Conservator/Dock Master shall be obtained in writing by giving advanced intimation to him about the date, time and nature of work.
- 4.16.2 The men deployed for the work at site and the materials brought by the contractor for the work shall be insured at his own cost. Cochin Port Trust will be in no way responsible for the accident / loss / damages to the men/ materials in connection with the work. A copy of the insurance certificate is to be submitted to the Engineer-in-charge before commencement of work. The above insurance shall be valid throughout the currency of the contract.
- 4.16.3 The contractor shall furnish the list of employees working under him at the tanker berths before starting the work. Any change in employees shall be made only with prior permission of Engineer-in-charge.
- 4.16.4 All employees of the contractor working at the site shall have a valid entry pass issued by the Security Officer, Cochin Port Trust. Entry passes will be issued only to those employees who are covered under the insurance.
- 4.16.5 The contractor himself has to ascertain the labour situation and trade union problems prevailing at the site and is liable to sort out the problem at his own risk, so as not to affect the work.

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- 4.16.6 The instruction/ procedures recommended by the Fire/ Safety Divisions of Cochin Port Trust, and approved by the Dock Master, Cochin Port Trust shall be complied- with.
- 4.16.7 The contractor shall take necessary precautions and comply with Rules, regulation, bye-law, applicable code and safe working practices.
- 4.17 Payment terms to the contractor shall be as follows
- 4.17.1 No advance payment shall be made.
- 4.17.2 Payment will be made after satisfactory testing and commissioning of the newly erected lines of the entire system as certified by the Engineer-in-Charge and final acceptance by Cochin Port Trust.
- 4.18 Taxes and Duties
- 4.18.1 The price quoted shall be exclusive of GST, which the employer is liable to pay as per law. Taxes and Duties applicable as per rate in force on date of submission of tender shall be indicated by the Tenderer in the Price Schedule separately. The employer shall reimburse the taxes and duties, which the employer is liable to pay as per law alone at the time of making payment to the contractor.
- 4.18.2 If there is any change in the rate of taxes and duties quoted in the bid during the currency of contract, then the employer shall reimburse the Taxes and duties at the revised rate, subject to the contractor producing the necessary documentary evidence for the payment to the Tax Authorities to the satisfaction of the employer for reimbursement.
- 4.18.3 Any new tax levied by the Government after the award of contract, which the employer is liable to pay as per law alone shall be reimbursed subject to submission of documentary evidences for payment of the same to the Tax Authorities.
- 4.18.4 Any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties shall not be paid/reimbursed by the employer under any circumstances.
- 4.18.5 In the event, the Contractor not indicating the rate of Tax and Duties included in the Price separately in the bid, the Port shall not pay any change in the rate of taxes and duties including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances.
- 4.18.6 The contractor while quoting the Price-bid shall keep in mind that the Port will not issue any Form 'C' or 'D' form and quote the rate of taxes and duties as applicable at the time of submission of Tender.
- 4.19 Final Tests & Trials:
When the Replacement of 14 Mtrs.16" Naphtha Pipeline is completed in all respects, the contractor shall present the system for final tests to the classification society. He should also perform all the tests as required by the third party inspectors to the entire satisfaction of the Port.
- 4.20 Taking over :
When all performance tests called for by the classification societies have been successfully carried out, the system shall be accepted and taken over and a taking over certificate will be issued. In the event of final or any outstanding tests being held over, such taking over certificate shall be issued subject to the results of such final or outstanding tests.
- 4.21 Testing and Approvals
The entire item supplied and work carried out should be inspected and certified by the third party inspectors. The contractor shall indicate in his tender, the name of any two from the list, from which CoPT will select the third party inspector.
- 4.22 Progress of work
- 4.22.1 The contractor shall submit to the Engineer-in-charge a detailed CPM/ Bar chart, showing estimated dates of commencement and completion of the different stages of work.
- 4.22.2 The sequence in which the works are to be carried-out shall have the approval of the Engineer-in-charge/ authorized representative and shall be such as to suit the programme schedule as per CPM/ Bar chart.

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Section V Scope of Work

The scope envisaged in this contract includes the following:

- 5.01.1. Cutting, removal of 14 Mtrs. Corroded 16" Naphtha Pipeline and supply, fabrication, erection, testing and commissioning, including painting of new pipelines with necessary accessories and fittings in place of dismantled old pipelines at COT as detailed in the schedule.
- 5.03.01. Providing man power, all types of construction equipment, tools and tackles, man power fully equipped and fully manned with all the required support facilities including mobilization and demobilization of the same to/from the work sites as may be required for successful completion of the work tendered.
- 5.03.02. Appraisal and taking cognizance of the site conditions, Indian Govt. /State Govt. Rules and Regulations, bye-laws, applicable codes and standards, permission from authorities having jurisdiction over the work site including conditions/stipulations laid down by the concerned authorities etc.
- 5.03.03. Obtaining Port and statutory clearances from concerned Government Authorities for bringing to work site for all the materials, equipments, consumables etc. required for permanent incorporation in works and cutting, removal and disposal of all damaged facilities from work site.
- 5.03.04. The dismantled corroded pipelines and other scrap shall be cleared off from the site to Q9 berth at the risk and cost of the contractor for which services of floating crane MV Venad will be provided free of cost. While clearing the scraps all the regulatory requirements have to be complied with.
- 5.03.05. The bill of materials indicated is only approximate. The contractor shall verify actual site conditions, existing layout of pipelines and shall submit detailed drawings, and bill of materials, including specification of materials for approval.
- 5.03.06. The materials, design, procedures and workmanship shall satisfy the relevant Indian standards, job specification contained herein and codes referred to. The studs/ bolts/ nuts etc. shall be galvanised and confirm to ASTM A 193 Gr. B7/ASTM A 194/ Gr.2H/ Eqult. Standards. Flanges shall be confirm to ANSI B16.5 Class 300. Wherever the job specification stipulate requirements in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied. In the absence of any standard/specification/codes covering any part of the work covered in this Tender Document, the instruction of the Engineer- in-charge will be binding on the contractor.
- 5.03.07. In case of contradiction between Indian standards, General conditions of the contract specifications, drawings and schedule of rate, the following shall prevail in the order of precedence.
 - 5.03.07.1. Order of intent, detailed order along with statement of agreed variations and its enclosures.
 - 5.03.07.2. Schedule of rates and quantities.
 - 5.03.07.3. Detailed specification.
 - 5.03.07.4. Special conditions of contract.
 - 5.03.07.5. Drawings.
 - 5.03.07.6. General conditions of contract.
 - 5.03.07.7. Indian standard specification.
- 5.03.08. The contractor shall execute the work in such a manner that all the existing structures overhead lines, existing pipelines, utilities, etc. other than those covered under this contract are not disturbed /altered / damaged. Any damages caused shall be made good by the Contractor at his own risk and cost.
- 5.03.09. It is the responsibility of the contractor to carryout necessary modification and hook-up for the replacement of the pipeline with new one as per the scope of work

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in the tender document. Contractor shall arrange to get details of all existing facilities at the jetty.

5.03.10. Positive Isolation

The corroded portion of the pipelines to be replaced should be positively isolated from the remaining portion by providing suitable blinds at necessary locations to prevent any hydrocarbon leakage from the existing system during this activity.

5.03.11. Draining/ Venting

The oil residue in the damaged portion of the piping should be drained properly and routed to a safe disposal. Contractor shall make all necessary temporary connection to achieve this purpose. The existing sump pump and sump tank may be used to pump the drained liquid.

5.03.12. Scope of Material supply.

5.03.12.1. All the materials forming a permanent part of the system and all consumables, equipments etc. required for testing/ commissioning shall be brought by the contractor. Cochin Port Trust does not intend to supply any materials required for permanent installation in the system.

5.03.12.2. The contractor shall be responsible for procurement and supply, in sequences at appropriate times, of all materials and consumable required for the completion of works as defined in various document.

5.03.12.3. A minimum of such materials to be supplied/ brought by the contractor shall include, but not be limited to, the following:

5.03.12.3.1. All the piping materials including pipes, fittings, flanges, reducers etc. in sufficient quantities as required for permanent installation as per the scope of work.

5.03.12.3.2. All type of studs, bolts, nuts, gaskets etc. of all sizes and ratings required for permanent installation in the system, in accordance with the relevant material specification included in the Tender Document.

5.03.12.3.3. All types of painting materials including primers, paints, solvents, Shot blasting equipments and materials, cleaning agents, compressed air etc. required for surface preparation and painting.

5.03.12.4. The contractor shall also be responsible for arranging the following items required for the execution of the job.

5.03.12.4.1. All consumables such as welding electrodes, oxygen, acetylene, inert gases, filler wires, brazing rods, flux etc. for welding and soldering purpose.

5.03.12.4.2. All equipments and consumables required for isolation of pipelines to be replaced, cutting, bevelling etc. and making it ready for hook-up with the existing facilities.

5.03.12.4.3. All materials, consumables and equipments required for hydrostatic testing and commissioning of the system.

5.03.12.4.4. Carbon steel pipes, fittings, blind flanges, temporary gaskets, nuts, bolts, u-bolts, clamps, strainers etc. as required for completion of temporary works like hydrostatic testing and commissioning.

5.03.12.4.5. All equipments and consumables required for all type of test (such as radiography etc.) including radiography film, X-ray machines, developing equipments etc.

5.03.12.4.6. All steel materials such as structural steel, reinforcement steel, shims, wedges, packing plates, pipes, nuts and bolts, u- bolts, anchor bolts, clamps, clips etc. required for the fabrication of the structural supports and other facilities as required.

5.03.12.4.7. All types of safety tools, tackles, devices, apparatus etc.

5.03.13. All items, components and accessories offered should be brand new and shall be readily available indigenously. All fittings/ materials specified in the schedule are to

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be of approved quality and standards. Samples of all materials to be used should be approved by the engineer-in-charge /authorized representative, before commencement of the work. All works should be completed to the entire satisfaction of the Engineer-in-charge and shall be carried out only with the prior approval for every stage of work from the Engineer-in-charge.

- 5.03.14. The quantity of materials mentioned in the document is only approximate. The contractor shall be required to augment this list of materials, based on the actual verification of the facilities to be replaced at site. The payments will be effected based on actual measured quantity of work.
- 5.03.15. Shop fabrication /Pre –fabrication: The purpose of pre- fabrication/ shop fabrication is to minimize work at site during erection to the extent possible. **The contractor shall carry out the fabrication and welding works of new pipeline at your site at the possible extend and transport the same to Q9 berth of CoPT at your cost and risk.** Piping spool after fabrication shall be stacked with proper identification marks, so as to facilitate their withdrawal at any time during erection. During this period, all flange faces (gasket contact faces) and threads shall be adequately protected by coating with a removable protective coating. Care shall be taken to avoid any physical damage to flange faces and threads.
- 5.03.16. The contractor shall have qualified/ competent site supervisors to coordinate the works at the fabrication yard/ erection site.
- 5.03.17. The contractor should have competent and qualified welders for execution of the work. All welding should conform to sound engineering practice subject to the approval of Engineer-in-charge/ authorized representative, regarding the type of electrodes to be used.
- 5.03.18. Welding: The specification described in Annexure III shall be followed for the fabrication of all types of welding joints of carbon steel and alloy steel materials in the piping system. Welding is not generally permitted at Tanker Berths. However, the contractor will be allowed to carryout welding in exceptional cases with the permission of Dy. Conservator/ Dock master, CPT, in writing by giving advance intimation to him about the date, time, and nature of work.
- 5.03.19. Painting: The new pipeline and accessories shall be surface prepared and painted as per the manufacturer’s painting specification and the painting scheme enclosed as Annexure- VII. Paints used shall be Akzo Nobel/ Zigma/ Jotun/ Berger. The primer as well as the other materials shall be of same brand and shall be got approval by the Engineer-in-charge/ authorized representative at site before application.
- 5.03.20. Erection :
- 5.03.20.1. Before erection, all pre-fabricated spool pieces, pipes, fittings etc. shall be cleaned inside and outside by suitable means. The cleaning process shall include removal of all foreign materials such as scale, sand, weld-spatter chips etc. by wire brushes, cleaning tools etc. followed with compressed air cleaning/ flushing out with water.
- 5.03.20.2. The contractor shall be responsible for checking levels and orientation plan of all foundation bolts etc. well in advance of taking-up the actual erection work and bring to the notice of Engineer –in- charge, discrepancies, if any. In case of any variation in levels etc. the contractor shall carry out necessary rectification within the quoted price.
- 5.03.20.3. The contractor shall also be responsible for checking with templates, whenever necessary the disposition of foundation bolts with the corresponding base of structure and shall effect rectification as directed, within the quoted price.
- 5.03.21. Testing and commissioning: Fabricated and erected new 16” pipelines shall be tested for a pressure of 18 Kg/cm². All consumables, fixtures, accessories, etc. required for the testing shall be provided by the contractor, at his own cost.

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Seawater shall be used for testing. Service of Fire water pumps at the tanker berth can be utilized, free of cost, for filling water for hydrostatic testing.

- 5.03.22.Site cleaning: The contractor shall take care to clean the work site from time to time for easy access to the work-site and also from safety point of view. Working site should always be kept clean to the entire satisfaction of the Engineer-in-charge/ authorized representative. Before handing over the site to Cochin Port Trust, the contractor, in addition to other formalities to be observed as detailed in the document, shall clear the site at his own expense and leave the whole area used by him in clean and tidy condition to the entire satisfaction of the Engineer-in-charge.
- 5.03.23.Inspection and testing: The contractor at his own cost shall arrange for Inspection and Testing by the approved classification society (IRS, ABS, LRS, DNV etc.). The contractor shall indicate in his tender, the name of any two from the list from which CoPT will select the third party inspector. Third party inspections shall be carried out at least for the following stages in connection with the work.
- 5.03.23.1. Welding procedure qualifications.
 - 5.03.23.2. Welder's qualification.
 - 5.03.23.3. Material inspection and acceptance.
 - 5.03.23.4. Welding inspection (100% of welded joints).
 - 5.03.23.5. NDT of welded joints.
 - 5.03.23.6. Surface preparation and painting.
 - 5.03.23.7. Erection of piping system at site.
 - 5.03.23.8. Hydrostatic pressure test.

The contractor shall submit test/inspection certificate from third party inspectors at appropriate stages before proceeding to the next stage of work. Any defects noticed during inspection/ test/ trials shall be made good by the contractor at his risk and cost. In case of any dispute in this issue, the decision of the Dy. Conservator, Cochin Port Trust shall be final and binding.

- 5.03.24.The contractor shall submit procedure of works at appropriate stage, and the same shall be approved by Engineer-in-charge. List of procedures to be submitted by the contractor is enclosed as
- 5.03.25..
- 5.03.26.The contractor shall submit records at appropriate stages of work for verification by the Engineer-in-Charge. A minimum list of records to be submitted is enclosed at Annexure II.
- 5.03.27.Wall Thickness of Pipes rolled from IS 2062 is 0.393” and Diameter of pipes are 16”OD.

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Section VI Schedule of Work

Sl. No.	Description	Unit	Approx. Qty.
1	Cutting and removal of old 16" OD Naphtha line in Mtrs.	Metres	14
2	Supply of 16" ODx0.393" Wall Thickness Pipes rolled from IS 2062 in Mtrs with flanges, fittings and accessories, Fabrication, erection, X-Ray testing of welded joints, shot blasting, painting as per details given in the scope of work.	Metres	14
3	Hydro testing of new line between adjacent flanges (70Mtrs.) at 18 Kg/Cm ²	Metres	14

Annexure I List of Procedure to be submitted by the Contractor

The contractor shall develop and submit procedures for the following activities. The Engineer-in-charge shall review/approve the procedure before commencing the work.

1. Cutting, dismantling, removing, transporting of corroded 14 Mtrs.16" Naphtha Pipeline (Upside flange of 16" ball valve to ground monitor No.3), fittings and accessories, which are to be replaced with new facilities.
2. Fabrication, welding, installation of new pipeline with fittings and accessories.
3. Hook-up by welding/ flanged connection as required of new pipeline/ utilities with existing facilities so as to make entire system continuous and operational.
4. Non Destructive Examination, Radiography of welds.
5. a) Hydrostatic testing of new pipeline.
6. Commissioning activities.

Any other procedures as desired by the Engineer-in-charge.

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Annexure II List of Records to be submitted by the Contractor

- a. Welding procedure qualification record.
- b. Welder performance qualification record.
- c. Radiography interpretation report.
- d. NDT of welded joints.
- e. Electrode batch certificate.
- f. Manufacturer's test certificate for bought out materials, fittings and accessories.
- g. Material inspection and acceptance.
- h. Inspection reports of surface preparation/ sand blasting and painting.
- i. Hydro testing report.
- j. 'As-Built' drawings.

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Annexure III Welding Specification

1. Applicable Codes & Standards

(This specification shall be used along with Electrode qualification test record, welding procedure specification, procedure qualification record, welding operator qualification tests, radiographic procedure for pipe welding etc)
(Appendix- A,B,C,E and F).

All welding work, equipments for welding, heat treatment, other auxiliary functions and the welding personnel shall meet the requirements of the latest editions of the following accepted standards and procedures unless otherwise specified in the technical notes attached. In the case of conflicting requirements, the requirements mentioned / technical notes shall be applicable.

- a) Chemical plant petroleum refinery piping – ANSI: B31.3
- b) The Indian Boiler Regulations - I.B.R.

In addition, the following codes and specifications referred in the relevant code of fabrication shall be followed for the welding qualifications, consumable qualifications and non-destructive test procedures.

- I. Welding and Brazing Qualification ASME Sec.IX.
- II. Non-destructive examination ASME Sec.V.
- III. Material Specifications: Welding Rods, Electrodes and filler metal ASME Sec.II Part C.

In the event of any differences due to the additional requirements mentioned in this specification, over and above those obligatory as per codes, this specification shall be binding.

2 Base Metal

In general, use of carbon steel, alloy steel are envisaged. The contractor shall provide the manufacturer's test certificates for every heat of the materials supplied by him.

3 Welding Consumables

- 3.1 The contractor shall provide, at his own expense, all the welding consumables necessary for the execution of the job such as electrodes, filler wires, oxygen, acetylene, argon etc. and these should have the approval of the Engineer-in-charge.
- 3.2 The welding electrodes and filler wires supplied by the contractor shall conform to the class specified in the welding specification and the material shall be of the make approved by the Engineer- in-charge.
- 3.3 Electrode qualification test record should be submitted as per the Appendix A(attached) in respect of the electrodes tested by the contractor, for obtaining the approval of the Engineer-in-charge.
- 3.4 The contractor shall submit batch test certificate, from the electrode manufacturers, giving details of physical and chemical tests carried out by them, for each batch of electrodes to be used.
- 3.5 All electrodes shall be purchased in sealed containers and stored properly to prevent deterioration. The electrodes removed from the containers shall be kept in holding ovens at temperatures recommended by the electrode manufacturer. Out of the oven time of electrodes, before they are consumed, shall not exceed the limits recommended by the electrode manufacturer. The electrodes shall be handled with care to avoid any damage to the flux covering.

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- 3.6 All low hydrogen type of electrodes shall be re-baked at 350⁰ C for 1-hour minimum and stored in ovens kept at 80-100⁰ C before use. Recommendations of the electrode manufacturer shall be followed if available.
- 3.7 The electrodes, filler wires and flux used shall be free from rust, oil, grease, earth and other foreign matter, which affect the quality of welding.
- 3.8 Tungsten electrodes used shall conform to SFA 5.12.

4 Equipments & Accessories

- 4.1 The contractor should have the arrangement of sufficient number of welding and cutting equipments, auxiliaries and accessories of sufficient capacities so as to meet the target/ schedule.
- 4.2 Contractor shall make necessary arrangements at his own expenses, for providing the radiographic equipments, radiographic films and all the equipments/ materials required for carrying out required tests for satisfactory and timely completion of the job.
- 4.3 Redoing of any work necessitated by faulty equipments or operation used by the contractor, will be done at his own expense.

5. Welding Processes

- 5.1 Welding of various materials under this specification shall be carried out using one or more of the following processes with the approval of the Engineer-in-charge/ authorized representative.
 - Shielded Metal Arc Welding Process (SMAW)
 - Gas Tungsten Arc Welding Process (GTAW).
- 5.2 Automatic and semi-automatic welding processes shall be employed only with the approval of the Engineer-in-charge/ authorized representative. The welding procedure adopted and consumables used shall be specifically approved.
- 5.3 A combination of different welding processes could be employed for a particular joint only after duly qualifying the welding procedure to be adopted and obtaining the approval of Engineer-in-charge/ authorized representative.

6 Edge Preparation

The edges to be welded shall be prepared to meet the joint design requirements by any of the following methods recommended.

- a) **Carbon steel**
Gas cutting, machining or grinding methods shall be used. After gas cutting, oxides shall be removed by chipping or grinding.
- b) **Low Alloy steels**
Gas cutting, machining or grinding methods shall be used. After gas cutting, machining or grinding shall be carried out on the cut surface.
- c) **High alloy steels, cupro-nickel alloys, and aluminum alloys:**
Plasma cutting, machining or grinding methods shall be used. After plasma cutting, cut surfaces shall be machined or ground smooth.

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7. Cleaning

- a. The ends to be welded shall be properly cleaned to remove paint, oil, grease, rust, oxides, sand, earth and other foreign matter. The ends shall be completely dry before the welding commences.
- b. On completion of each run, craters, welding irregularities, slag etc., shall be removed by grinding and chiseling. Wire brushes used for cleaning stainless steel joints shall have stainless steel wires and the grinding wheels used for grinding stainless steel shall be of a suitable type. Separate grinding wheels and wire brushes should be used for carbon steels and stainless steels.

8 Alignment & Spacing

- 8.1 Components to be welded shall be aligned and spaced as per the requirements laid down in applicable code. Special care must be taken to ensure proper fitting and alignment when the welding is performed by GTAW process. Flame heating for adjustment and correction of ends is not permitted unless specifically approved by the Engineer-in charge.
- 8.2 Wire spacer of suitable diameter may be used for maintaining the weld root opening while tacking, but it must be removed after tack welding and before laying the head.
- 8.3 For pipes of wall thickness 5mm and above, the ends to be welded shall be secured in position with the aid of couplers, yokes and 'C' clamps, to maintain perfect alignment. Yokes shall be detached after the completion of weld, without causing any surface irregularity. Any irregularity caused on the pipe surface must be suitably repaired to the satisfaction of the Engineer-in-charge.
- 8.4 Tack welds, for maintaining the alignment, of pipe joints shall be made only by qualified welders. Since the tack welds become part of the final weld they shall be executed carefully and shall be free from defects. Defective tack welds must be removed prior to the starting of actual welding of the joints.
- 8.5 Tacks should be equally spaced. Minimum number of tacks shall be:
 - a. 4 tacks- for 3" to 12" dia pipes.
 - b. 6 tacks- for 14" and larger dia pipes.

9 Weather Conditions

- 9.1 The parts being welded and the welding personnel should be adequately protected from rain and strong winds. In the absence of such a protection no welding shall be carried out.
- 9.2 During field welding using GTAW process, particular care shall be exercised to prevent any air current affecting the welding process.

10 Welding Technique

- a. Root pass shall be made with electrodes/ filler wires recommended in the welding specification chart. For fillet welding root welding shall be done with consumables recommended for filler passes. The preferable size of the electrodes is 2.5mm diameter (12SWG) but in any case not greater than 3.25mm (10SWG)
- b. Upward technique shall be adopted for welding pipe held fixed with its axis horizontal.
- c. The root pass of butt joints should be executed so as to achieve full penetration with complete fusion of the root edges. Weld projection inside the pipe shall not exceed 3mm, wherever, not specified by the applicable code.
- d. Welding shall be uninterrupted.

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- e. While the welding is in progress, care should be taken to avoid any kind of movement of the components, shocks, vibrations and stresses to prevent occurrence of weld cracks.
- f. Peening shall not be used.

11 Joint Completion

- a. Two weld beads shall not be started at the same point in different layers.
- b. Butt joints shall be completed with a cover layer that would affect good fusion at the joint edges and a gradual notch free surface.
- c. Each weld joint should have a workman like finish.
- d. Weld identification work shall be stamped clearly at each joint, just adjacent to the weld. Metal stamping shall not be used as a standard. Suitable paint shall be used in thin wall pipes for identification.
- e. No painting shall be done until the weld joint has been approved.

12 Dissimilar welds

Where welds are to be produced between carbon steels and alloy steels, preheat and post weld heat treatment requirements shall be those specified for corresponding alloy steels and electrodes shall correspond to AWS E-7016/7018 type. For carbon steel or alloy steel to stainless steel welds, use of electrodes E-309 /E-310/E NiCr Fe-2 shall be made. The welding procedure, electrodes/ filler wires to be used shall be approved by the Engineer-in charge.

13. Heat Treatment

13.1 Preheating

- a. Pre heating requirements for the various materials shall be as per the welding specification manufacture's instruction.
- b. Preheating, if required, shall be performed using resistance or induction heating methods. Preheating by gas burners, utilizing oxy-acetylene or oxy-propane gas mixtures, with neutrals flame may also be carried when permitted by the engineer-in-charge.
- c. Preheating, if required, shall extend uniformly to at least three times the thickness of the joint, but not less than 50mm, on both sides of the weld.

13.2 Post weld Heat Treatment

- a. Post weld Heat Treatment, wherever required for joints between pipes, pipes and fittings, pipe body and supports shall be carried out as per applicable codes standards and the instructions of the Engineer-in-charge.
- b. The contractor shall submit for the approval of the engineer-in-charge, well before carrying out actual Heat Treatment, the details of the post weld Heat Treatment procedure that he proposes to adopt for each of the materials/ assembly/ part involved.
- c. Each joint shall bear an identification number, which shall be maintained in the piping sketch to be prepared by the contractor. The joint identification number should appear on the corresponding post weld heat Treatment charts. The chart containing the identification numbers and piping sketch shall be submitted to the Engineer-in –charge.

13.3 Cleaning of the Weld Joint

All weld joints shall be free from adherent weld spatters slag, swarf, dirt or foreign matter. This can be achieved by brushing. For stainless steels, brushes with only stainless steel bristles should be used.

14 Welding Inspection and Testing

14.1 General

- a) The owner's inspectors shall have free access to all concerned areas, where the actual work is being performed. The contractor shall also afford the owner's inspector all means and facilities necessary to carry out inspection.
- b) The owner is entitled to depute his own inspector to the shop or field where prefabrication and erection of pipelines are being done with (but not limited to) the following objectives.
 - I. To check the conformance to relevant standards and suitability of various welding equipments and the welding performance.
 - II. To witness the welding procedure qualification.
 - III. To witness the welder performance qualification.
 - IV. To check whether shop/ field welding being executed is in conformity with the relevant specifications and codes of practice followed in piping construction.
- c) Contractor shall intimate sufficiently in advance the commencement of qualification tests, welding works and acceptance tests, to enable the owner's inspector to be present to supervise them.

14.2 Welding Procedure Qualification

Welding procedure qualification shall be carried out in accordance with the relevant requirements of ASME Sec. IX latest edition or other application codes and the job requirements. The contractor shall submit the welding procedure specifications in format as per Appendix B (attached) immediately after the receipt of the order.

Owner's inspector will review, check and approve the welding procedure submitted and shall release the procedure for qualification tests. The procedure qualification test shall be carried out by the contractor at his own expense. A complete set of test results in format as per Appendix C attached shall be submitted to the owner's inspector for his approval immediately after completing the procedure qualification test and at least 2 weeks before the commencement of actual work. Standard tests as specified in the code shall be carried out in all cases. In addition to these tests, other tests like macro/micro examination, hardness tests, Charpy V-notch and U-notch impact tests etc. shall be carried out on specimens depending upon the type of base materials, operating conditions and requirements laid down in the specifications. It shall be the responsibility of the contractor to carry out all the tests required to the satisfaction of the owner's inspector.

14.3 Welder's Qualification

- a) Welders shall be qualified in accordance with the ASME Sec.IX or other applicable codes. The owner's inspector shall witness the test and certify the qualification of each welder separately. Only those welders who have been approved by the owner's inspector shall be employed for welding. Contractor shall submit the welder qualification test reports in the format as per Appendix D (attached) and obtain express approval before commencement of the work. It shall be the responsibility of contractor to carry out qualification tests of welders.
- b) The welders shall always have in their possession of the identification card as shown in Appendix E and shall produce it on demand by the owner's inspector. It shall be the responsibility of the contractor to issue the identity cards after it has been duly certified by the inspector.
- c) No welder shall be permitted to work without the possession of Identity Card.

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- d) If a welder is found to perform a type of welding or in a position for which he is not qualified, he shall be debarred from doing any further work. All welds performed by an unqualified welder shall be cut and redone by a qualified welder at the expense of the contractor.

14.4 Visual Inspection

Inspection of all welds shall be carried out as per the latest editions of the applicable codes and specifications. All finished welds shall be visually inspected for parallel and axial alignment of the work, excessive reinforcement, concavity of welds, shrinkage cracks, inadequate penetration, unrepaired burn-through, under cuts, dimensions of the weld, surface porosity and other surface defects. Undercutting advancement to the completion weld shall not exceed the limits specified in the applicable standards/ code.

14.5 Radiographic Examination

- a) The Radiographic Examination procedure to be adopted shall be submitted by the contractor as per Appendix F and shall be got approved by the owner's inspector prior to employment. The radiographic technique and procedures adopted shall conform to the requirements mentioned in Article 2, as well as Article 22 (SE 94, SE 142) of ASME Sec.V. The IQI sensitivity obtained shall be equal to or better than the requirements mentioned in table 262.2 and table 272 of Article 2 of ASME Sec.V for single wall and double wall radiography respectively. Source side penetrameter shall be used in establishing radiographic procedure/ technique. The acceptable limits of defects and removal of defects shall be as per the relevant codes of fabrication. The contractor shall be responsible for carrying out Radiography, ratification of defects and re-radiography of welds repaired/ rectified.
- b) The extent of Radiography shall be as specifications to be supplied to the contractor. For welds between dissimilar materials, the extent of Radiographic Examination shall be the more stringent of the two, recommended for the materials being welded. Wherever random Radiography is called for, in a particular piping class, the dissimilar materials weld joint shall essentially be included.
- c) Radiographic Examination shall be carried out using X-Radiation, Gamma ray sources may be used in place of X-ray with the approval of the owner's inspector.
- d) The contractor shall fulfill all the statutory safety requirements while handling X-ray and Gamma ray equipments.
- e) The joints for Radiography shall be selected by the owner's inspector and the Radiography shall be performed in his presence. The contractor shall furnish all the radiographs to the owner's inspectors immediately after proceeding. The details of the radiographs along with the joint identification number shall be duly entered in a registered and signed by the contractor and shall be submitted to the owner's inspector for approval.
- f) The contractor shall provide the inspector all the necessary facilities at site such as a dark room with controlled temperature, film viewer etc. to enable him to examine the radiographs.
- g) Where random radiography is specified, the first weld of each welder shall be completely radiographed. In the case of pipe of size 6" and below, the first two welds shall be completely radiographed.
- h) For each weld performed by a welder, found unacceptable two additional checks should be carried out on welds performed by the same welder. This operation is iterative and the procedure of radiographing two additional welds for each weld deemed unsatisfactory shall be continued till such time that the two consecutive welds of satisfactory quality are found for every defective weld.

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The contractor shall carry out these additional radiographic testing at his own expenses. To avoid the possibility of too many defective welds by a single welder remaining undetected for a long period of time, the contractor shall promptly arrange for radiographic Examination so that there is no accumulation of defective joints.

14.6 Hardness Test

Hardness testing shall be carried out by Vickers Hardness procedure qualification. In all other cases hardness testing may be carried out by Vickers, Brinell, or Poldyhardnesstester as agreed by the owner's inspector.

14.7 Proof Tests

Hydrostatic and pneumatic tests shall be performed as per the requirements laid down by respective flushing and testing specification/ applicable codes to demonstrate the soundness of the welds. The tests shall be conducted after fulfilling the requirement of visual examinations radiography etc. and after the entire work has been certified by the owner's inspector to be fit for being subjected to such tests.

14.8 Repairs of Welds

- a. Defects ascertained, through the inspection methods, which has beyond acceptable limits shall be removed after the joints is completely radio graphed by the process of chipping and grinding.
- b. When the entire joints are judged unacceptable, the welding shall be completely cut and the edges are suitably prepared as per required alignment tolerances. The rewelded joints shall again be examined following standard practices.
- c. No repairs shall be carried out without prior permission of the owner's inspector.
- d. Repair and/ or work of defective welds shall be done in time to avoid difficulties in meeting the construction schedule.

15. **Document to be submitted by contractor (4 Copies each)**

- a. Electrode and Welding consumable Qualification Records as per Appendix-A,for the welding consumable tested and approved for the work.
- b. Batch test certificate for the electrode used obtained from the electrode manufacturer.
- c. Proposed heat treatment procedure.
- d. Heat treatment Chart.
- e. Weld joint hardness test result.

- f. Welding procedure specifications as per Appendix B immediately after receipt of the order.
- g. Welding procedure qualification record as per Appendix C.
- h. Welder performance qualification records as per Appendix D immediately after conducting welder qualification tests.
- i. Radiography procedure as per Appendix F.
- j. Radiographic test report along with radiographs.

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- k. Pipeline sketch (Isometric) giving all the details regarding the pipe specifications, welded joints radio graphed, joints heat treated, electrodes used, welders identification number, etc.

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Annexure IV Specification for Painting

1. Painting Scheme:

a. Surface preparation: The entire surface of the new pipelines and fittings have to be sand/ shot blasted thoroughly with SA 2 ½ specification to the original surface condition and then be painted as per the following pattern.

No.	Coating	No. of coats	Total DFT
1	Zinc ethyl silicate primer	1 coat	60 - 70µm
2	Epoxy – MIO under coat	1 coat	100 – 110 µm
3	Polysiloxanefinish coat	2 coats	100 – 120 µm
4	Total thickness	4 coats	260 - 300 µm

b. Specification of coatings:

Zinc ethyl silicate primer

Colour	:	Grey
Finish	:	Matt
Type	:	Two pack
Application	:	By spray (Air or Airless)
Dry film thickness/coat	:	60 – 70 µm
Volume solids	:	60 ± 3%
Surface dry	:	2 hrs.
Hard dry	:	24 hrs.
Recoat ability	:	24 hour
Full cure	:	1 week.
Shelf life	:	9 months

Epoxy – MIO High Build

Colour	:	Dark brown
Finish	:	Matt
Type	:	Two pack
Application	:	Brush or Spray
Pigment (main)	:	Micaceous iron oxide (MIO) 55% w/w of the total pigment.
Type of epoxy	:	condensation products of bisphenol – A and Epichlorohydrin with terminal epoxide group
Epoxide equivalent	:	450-525
Curing agent	:	Polyamide (Amine value 210-230)
Dry film thickness per coat	:	100 – 110 µm
Pot life	:	4 hours
Drying time	:	Surface dry 2 hours
Recoat ability	:	24 hours
Shelf life	:	24 months

Poly Siloxane Finish coat

Colour	:	Post Office Red for fire water lines Yellow for Foam lines
Finish	:	Glossy
Type	:	Two packs
Application	:	By brush or Air/Airless spray
Dry film thickness/coat	:	50– 60 µm
Pot life	:	1.5 hour
Surface dry	:	2 hrs.
Hard dry	:	24 hrs.

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2. Pipes shall be painted only after completion of fabrication. Wherever possible complete painting of pipeline shall be carried out in the fabrication shop itself.
3. The paint manufactures' instruction shall be followed at all times. Particular attention shall be paid to the following.
 - a) Proper storage to avoid exposure, as well as extremes of temperature.
 - b) Surface preparation prior to painting.
 - c) Mixing.
 - d) Application of paints and recommended limit on time interval between coats.
4. Inspection and testing
 - a) All painting materials including primers and thinners brought to site by contractor for application shall be procured directly from manufacturers as per specifications and shall be accompanied by Manufacturer's test certificate. Paint formulations without certificates are not acceptable.
 - b) The contractor shall furnish all the characteristics of paint materials on printed literature from paint manufacture along with the test certificate for all the specified characteristics given in the respective specification.
 - c) Engineer-in-Charge at his discretion may call for tests for paints formulations. Contractors shall arrange to have such tests performed including batch wise test of wet paints for physical & chemical analysis. All costs there shall be borne by the contractor.
5. Any painting work (including surface preparation) on piping shall be commenced only after fabrication and NDT have been completed and clearance for taking up painting work is given by Engineer-in-charge/ authorized representative.
6. All tools, brushes, spray guns, shot/sand blasting machine, blast materials, hand power tools for cleaning etc. required to be used, shall be suitable for the work and in good order and shall be arranged by the contractor at site in sufficient quantity.
7. Surface preparation of new pipelines and fittings shall be done by shot blasting with SA 2 ½ specification as per *Swedish Standard SIS 055900-1976*. All other contaminants, oils, greases etc. shall be removed by use of an aromatic solvent prior to surface cleaning. On completion of sand /shot blasting operation, the blasted surface shall be clean and free from any scale or rust and must show a grey white metallic gesture.
8. First coat of primer shall be applied immediately and in any case within 4 Hrs of cleaning of surface. During unfavorable weather condition painting shall be avoided. The Engineer-in-charge shall have the discretion to insist on re cleaning, as may be required before primer application is taken up.
9. All painting materials including primer and thinner brought to the site by the contractor for application shall be one of the following Make/Brand.
 - a) Akzo Nobel
 - b) Zigma
 - c) Jotun
 - d) Berger

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11. E I C shall subject the painting work to inspection at all times. In particular, the following stage inspection will be performed and contractor shall offer the work for inspection and approval at every stage is to be obtained before proceeding with the next stage. The record of inspection will be maintained. Stages of inspection are as follows.
- a) Surface preparation
 - b) Primer application
 - c) Each coat of paint

Any defects noticed during the various stages of inspection shall be rectified by the contractor to the entire satisfaction of EIC before proceeding further irrespective of inspection, repair and approval at intermediate stages of work, contractor shall be responsible for making good any defects found during final inspection/ guarantee period/ defect liability period as defined in general condition of contract. Dry film thickness (DFT) shall be checked and recorded after application of each coat.

12. Primer Application: After surface preparation, the primer shall be applied by spray as described in the '*specification of coatings*'.
13. The thickness of each coat and complete coverage shall be checked as per provision of this specification. This should be approved by EIC before application of the next coat. The contractor shall provide thickness-measuring instruments (ELKO METER) with appropriate range(s) for measuring dry film thickness of each coat.

Final inspection shall include measurement of paint dry film thickness, and checking of finish and workman ship. The thickness shall be measured at as many points / locations as decided by EIC and shall be within +_10% of the recommended dry film thickness. At the discretion of the EIC the paint manufactures must provide expert technical service at site as and wherever required. The contractor at his own cost shall make this service available without any obligation to Cochin Port Trust.

14. At the discretion of Engineer-in-charge, the paint manufacture must provide expert technical service at site as and when required. This service should be free of cost and without any obligation to the owner, as it would be in the interest of the manufacturer to ensure that both surface preparation and application are carried out as per their recommendations.

15. Guarantee

The contractor shall guarantee whole pipe line that, the chemical and physical properties of the materials/paint materials used are in accordance with the specification contained herein.

Complete pipeline and painting shall be guaranteed for a period of **12** months from the date of handing over the installation to Cochin Port Trust. The contractor shall rectify defects noticed during the guarantee period, free of cost.

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Annexure V Proforma of Undertaking

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the Tender process of Tender NoMD/DM/TT/Naphtha Line Replacement/21 so as to influence the Tender process and have not committed any offence under the PC Act in connection with the Tender.

Yours faithfully,

Signature :

Name & Designation :

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21
Annexure VI Proforma of Undertaking

**THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT
DOWNLOADED**

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....
.....
do hereby confirm that no changes have been made in the tender document downloaded and submitted
by us for the Tender No MD/DM/TT/Naphtha Line Replacement/21

Yours faithfully,
Signature :
Name & Designation :

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21
Annexure VII Proforma of Undertaking

THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....
.....do hereby confirm that "ENVELOPE
B" (Price Tender) of the tender submitted by us for the Tender No MD/DM/TT/Naphtha Line
Replacement/21 do not contain any condition.
Yours faithfully,

Signature :
Name & Designation :

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21

Annexure VIII- FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY
(To be submitted on the Bidder's Letter Head)

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.

- b) If after the award of work, I/We fail to furnish the required Performance Security/ Security Deposit or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21
Appendix A Electrode Qualification Test Record

Date:

Test Started On.....

Test Completed On.....

A)DETAILS

Tested At :

CoPT.Job No. :

Sponsoring Agency :

Manufacturers Name :

Brand Name :

Intended Welding Position :

In Combination With (if any) :

Reference Code & Classification :

Special Requirements (if any) :

Batch No. With Date & Size :

Sl. No.	Size of Electrode	Batch No.	Date of Manufacture	Remarks

B) TESTS

All Weld Tests :

Base Material Used :

Buttering Used : Yes/No

Preheat Temperature : °C

Interpass Temperature : °C

PWHT Details Soaking Temp./Time :

Visual Examination :

Radiographic Examination Results Gr.-I/Gr.-II/Not Required.

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21

Appendix B Welding Procedure Specification

WPS NO.....REV.....

Company Name:	By.					
Welding procedure specification No.	Date	Supporting PQR No.				
Revision No.	Date					
Welding processes	Types					
JOINTS Details Joints design: Backing (Yes) No. Backing material (type): Sketches production drawings. Weld symbols or written description should show the general arrangement of the parts to be welded. Where applicable, the root spacing and the details of weld groove may be specified. (At the option of the Mfgr. Sketches may be attached to illustrate joint design weld for notch toughness procedures, for multiple process procedures, etc)						
BASE METALS <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">P.No.</td> <td style="width: 25%;">Group No.</td> <td style="width: 25%;">to P.No.</td> <td style="width: 25%;">Group No.</td> </tr> </table> OR Specification type and grade: To specification type and grade: OR Chem. Analysis and Mech. Prop: Thickness Range: Base Metal: Groove Fillet: Deposited weld metal: Groove Fillet: Pipe Dia. Range: Groove Fillet: Other			P.No.	Group No.	to P.No.	Group No.
P.No.	Group No.	to P.No.	Group No.			
FILLER METALS F. No. Other A. No. Other Spec. No. (SFA): AWS No. (Class): Size of filler metals: Electrode-Flux (Class): Flux Trade Name: Consumable insert: Each base metal filler metal combination should be recorded individually.						

Cochin Port Trust

TENDER No.MD/DM/TT/Naphtha Line Replacement/21

Appendix C Procedure Qualification Record

RECORD ACTUAL CONDITIONS USED TO WELD TEST COUPON.

Company Name: Procedure qualification record No.: Date: WPS No.: Welding process: Types (manual, automatic, semi-auto)	
JOINTS Groove design of test coupon (For combination qualification the deposited valid metal thickness shall be recorded for each filler metal or process metal)	
BASE METAL Material Spec: Type of grade: P.No.: to P.No.: Thickness of test coupon: Diameter of test coupon: Other:	POSTWELD HEAT TREATMENT Temperature: Time: Other:
FILLER METAL Weld metal analysis A No.: Size of filler metal: Filler metal E-No.: SPA specification: AWS classification: Other:	GAS Type of gas or gases: Composition of gas mixture: Other:
POSITION Position of Groove: Weld progression: (Uphill, Downhill) Other:	ELECTRICAL CHARACTERISTICS Current: Polarity: Amps: Volts: Tungsten electrode size: Other:
PREHEAT Preheat Temp: Inter pass Temp: Other:	TECHNIQUE Travel speed: String or weave bead: Oscillation: Multipass or single pass (per side): Single or multiple electrodes: Other:

Cochin Port Trust
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Guide Bend Test Results

Type and Fig. No.

Result

Radiographic Test Results

For alternative qualification of groove welds by radiography

Radiographic Results:

Fillet weld test results

Fracture test (Describe the location, nature and size of any crack or tearing of the specimen)

Length and percent of defects

Inches:

Macro test – Fusion

Appearance – Fillet Size

in X:

in Convexity :

in Concavity:

Test Conducted by

Laboratory – Test No

We certify that the statements in this record are correct and that the test welds were prepared welded and tested in accordance with the requirements of Section IX of the ASME Code.

Date:

Organization:

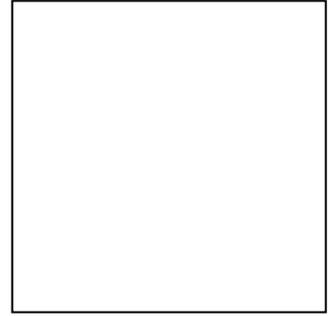
By:

(Details of record test are illustrative only and may be modified to conform to the type and number required by the code.)

Note: Any essential variables in addition to those above shall be recorded.

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21
Appendix E Welder's Identification Card

- 1) NAME:
- 2) IDENTIFICATION:
- 3) DATE OF TESTING:
- 4) VALID UNTIL:
- 5) PROCESS:
- 6) THICKNESS:
- 7) DIAMETER:
- 8) F. No.:
- 9) APPROVAL OF WELDING:
- 10) POSITION:



Approved By:

Employee's Signature with Seal

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21

Appendix F Radiographic Procedure for Pipe Welding

- 1) Location:
- 2) Date of Testing:
- 3) Name of the Contractor:
- 4) Material: carbon steel/alloy steel/stainless steel
- 5) Diameter & Thickness:
- 6) Type of weld joint:
- 7) Radiation source:
- 8) Intensifying screens/ lead screens:
- 9) Geometric Relationship:
- 10) Limit of Film Coverage:
- 11) Film Type and Make:
- 12) Exposure Time:
- 13) Processing:
- 14) Density:
- 15) Sensitivity:
- 16) Type of penetrometer:
(Source side)
- 17) Type of penetrometer:
(Film side)

Signature of Contractor with Seal

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21

SCHEDULE - A.

**LIST OF SCANNED DOCUMENTS TO BE SUBMITTED
ONLINE IN THE TECHNOCOMMERCIAL BID**

Sl. No	Description of Documents	For documents submitted, mark "Yes"
1	Cost of Tender Documents in the form of DD.(Copy)/online payment details	
2	Tender document duly filled including blank price schedule , signed and stamped on all the pages.	
3	Copies of work order/Purchase Order to prove MQC	
4	Copies of completion certificate pertaining to the above POs	
5	Scanned Copies of profit and loss statement, balance sheets and auditor's report / annual report for the last 3 years ending 31.03.2020	
6	Scanned Copy Details of financial stability (Schedule C).	
7	Scanned Copy Structure of organization (Schedule D).	
8	Scanned Copy Details of experience (Schedule E).	
9	Scanned Copy Power of Attorney in favour of person authorized to sign the tender document.	
10	Scanned Copy of GST, PAN etc.	
11	Undertaking that no changes have been made in the tender document downloaded (Annexure VI).	
12	Undertaking that Price Bid does not contain any techno commercial conditions (Annexure VII).	
13	Declaration in lieu of EMD/ BID Security (Annexure –VIII)	
14	MSME certificate for MSME registered firms	

Note: Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

Signature of Tenderer with date and seal

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21

SCHEDULE - B

PRICE BID

Sl. No.	Description	Unit	Approx. Qty.	Rate in Rs.	Amount in Rs.
1	Charges for cutting and removal of 16" OD Naphtha line in Mtrs.	Metres	14		
2	Cost of supply of 16" ODx0.393" Wall Thickness Pipes rolled from IS 2062 in Mtrs with flanges, fittings and accessories, Fabrication, erection, X-Ray testing of welded joints, shot blasting, painting and Hydro testing of new line between adjacent flanges (70Mtrs.) at 18 Kg/Cm ² as per details given in the scope of work.	Metres	14		
Total Amount in Rs. excluding GST					

Cochin Port Trust
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SCHEDULE. C-: DETAILS OF FINANCIAL STABILITY

FINANCIAL TURNOVER OF THE TENDERER DURING THE LAST THREE YEARS
ENDING 31-03-2020.

Sl. No.	Year	Turn Over
1.	2017-2018	
2.	2018-2019	
3.	2019-2020	

Signature of Tenderer with date and seal

SCHEDULE. D-: STRUCTURE OF ORGANISATION

NAME OF TENDERER:

POSTAL ADDRESS :

TELEPHONE :

TELEX/FAX :

E-Mail :

CONTACT PERSON :

TELEPHONE :

MOBILE :

TELEX/FAX :

E-Mail :

NATURE OF ORGANISATION: Proprietary/ Partnership/ Private Ltd Co. /Public Ltd. Co.

NAMES OF DIRECTORS :

REGISTRATION NO: OF FIRM/ COMPANY :

DATE OF REGISTRATION :

AUTHORITY OF AUTHORISED SIGNATORY:

Signature of Tenderer with date and seal

Upload scanned copies of registration of Firm/Company, details of
Proprietor/Partners/Directors
and Partnership Deed/Memorandum and Articles of Association in the e-tender.

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SCHEDULE. E-: DETAILS OF EXPERIENCE

DETAILS OF SIMILAR WOKRS/SUPPLIES MADE DURING THE LAST SEVEN (7) YEARS ending 30.04.2021						
Sl. No:	Particulars of supply/work done by the Tenderer	Value of contract	Delivery time as per contract (days)	Actual Delivery time(days)	Year of completion	Name & postal address of client with Telephone No:/e-mail

Signature of Tenderer with date and seal

Upload the scanned copies of Purchase orders / satisfactory performance report from the clients in the e-tender.

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Schedule F Concurrent Commitments

Certified that the above information is correct.

Sl.No	Full postal address of client & Name of Officer- in- Charge with Fax/telephone No.	Description of the work.	Value of contract	Date of commencement of work.	Scheduled completion period (months)	% completion as on date

SIGNATURE OF TENDERER

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21

Form I. Form of Bank Guarantee

FOR SECURITY DEPOSIT
(TO BE EXECUTED ON STAMP PAPER WORTH RS.200/-)
GUARANTEE BOND NO.

In consideration of the Board of Trustees of the Port of Cochin (hereinafter called the "Port Trust" which expression shall include their successors and assignees) having accepted the tender No..... datedsubmitted by M/s..... (Name & address of tenderer).... (hereinafter called "the said tenderer") for (name of work)..... as per the Deputy Conservator Cochin Port Trust's order No dated and having agreed to exempt M/s (Name & address of tenderer)..... (hereinafter called as the "tenderer)" which expression shall include their successors and assignees) from the demand under the terms and conditions of the said tender and the agreement to be executed between the Port Trust and the said tenderer and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called " the said agreement") of Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for Rs.(Rupees only).

We,..... (Name of Bank) (hereinafter referred to as "the Bank") do hereby undertake to pay to the Port Trust an amount not exceeding.....(Rupees... ..only) against any loss or damage caused to or suffered by the or would be caused to or suffered by the port Trust by reason of any breach by the said Tenderer(s) of any of the terms or conditions contained in the agreement.

We, Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port Trust stating that the amount claimed is required to meet the recoveries due or likely to be due from the said tenderer(s). 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 an amount not exceeding Rs.

We,..... Bank Ltd., undertake to pay to the Port Trust any money so demanded notwithstanding any dispute or disputes raised by the tenderer(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 tenderer(s) shall have no claim against us for making such payment.

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

Cochin Port Trust

TENDER No.MD/DM/TT/Naphtha Line Replacement/21

the dues of the Port Trust under or by virtue of the said agreement have been fully paid and its claims 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 tenderer(s) and accordingly discharges this guarantee.

We,..... Bank Ltd., further agree 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 tenderer(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 tenderer(s) and to forbear 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 tenderer (s) or for any forbearance act or omission on the part of the Port Trust or any indulgence by the Port Trust to the said tenderer(s) 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.

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

We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port trust in writing. This guarantee shall be valid up to unless extended on demand by Port Trust. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees..... only) and unless in claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

SIGNATURE

Dated theday of.....
for Bank Ltd.

Cochin Port Trust
TENDER No.MD/DM/TT/Naphtha Line Replacement/21

Form II. Proforma of Agreement

TO BE EXECUTED ON KERALA STAMP PAPER (Rs.200/-)

AGREEMENT NO. OF.....

This agreement is made at Cochin this the-----day of -----, Two Thousand-----and-----between-----

----- represented by Sri. -----

----- aged -----years, son of Sri. -----

----- residing at ----- (House name and No.) ----- District -----

State ----- (hereinafter referred to as "The Tenderer" which expression shall include their successors, assignees and administrators) of the one part AND the Board of Trustees of Port of Cochin, Willingdon Island, Cochin-9, a Trust formed under "Major Port Trust Act 1963" represented by the Deputy Conservator (hereinafter referred to as "The Employer" which expression shall include their successors, assignees and administrators in the office) of the other part.

Whereas the "Employer" had called for the tenders for "-----" ----- " vide Tender

Notice ----- dated----- and the tenderer had submitted a tender for the same giving the rates subject to the terms and conditions etc.

And whereas the said tender of the tenderer has been accepted by the employer and a work order -----dated-----

-----has been issued to the tenderer accepting their tender subject to the "General Conditions of Contract", "Instructions to the Tenderer" and such other contract documents. And as per one of the terms of the above work order, an agreement will have to be executed between the tenderer and the employer.

NOW THESE PRESENT WITNESES AS FOLLOWS:

1. The tenderer hereby agrees to execute the work of "-----" as described in the schedule, its annexure etc. at the rates shown there under subject to the "General Conditions of Contract", 'Scope of work' and "Instructions to the Tenderer", all hereunto annexed within ----- from the date of handing over of the site or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The tenderer has furnished a Bank Guarantee for ----- (Rupees ----- only) vide Bank Guarantee No.-----

----- dated----- from, in lieu of Security Deposit for the due and proper fulfillment of the contract. The tenderer further agrees that the aforesaid Bank Guarantee will be kept valid until Two months beyond the expiry of the Guarantee Period. The tenderer also agrees that the Bank Guarantee furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 10% cost of any additional items/ works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the Tenderer's bills.

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

(List of relevant documents- will be furnished by Port)

The Conditions given in the work order dated -----shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and

Cochin Port Trust

TENDER No.MD/DM/TT/Naphtha Line Replacement/21

conditions of the tenderer shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

IN WITNESS WHEREOF THE TENDERER hereunto set his hand and seal on behalf of And on behalf of the Board of Trustees of Port of Cochin, the Deputy Conservator has set his hand and seal and common seal of Trustees as has been hereunto affixed the day and year first written above.

Signed, sealed and delivered

by Shri. -----

of M/s -----

TENDERER

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered by

The Deputy Conservator

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)