



COCHIN PORT AUTHORITY

Tele:91-0484 -2666639/0484-258-2300

Telefax:91-0484-2666639

E-mail: cme@cochinport.gov.in

Website: www.cochinport.gov.in

TENDER DOCUMENT FOR “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

(TECHNICAL BID)

(e-Tendering Mode)

Website: www.gem.gov.in

TENDER NO. GEM/2023/B/2945518

Dt:04/01/2023

**OFFICE OF THE
CHIEF MECHANICAL ENGINEER
I FLOOR, NEW ADMINISTRATIVE BUILDING,
COCHIN PORT AUTHORITY,
WILLINGDON ISLAND,
COCHIN-682 009**



COCHIN PORT AUTHORITY

Chief Mechanical Engineer's Office
Cochin Port Authority, Willingdon Island,
Cochin – 682009, KERALA
Tele: 91-0484-2666639/
0484-258-2300/2305/2307
e-mail id: cme@cochinport.gov.in
website: www.cochinport.gov.in

TENDER NO. GEM/2023/B/2945518

Dt:04/01/2023

SECTION I **NOTICE INVITING TENDER**

1. Tenders are invited through Government e- Marketing Place (GeM portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin-682009, from reputed firms meeting the Minimum Qualification Criteria specified below, for **“Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”**. Tenderers, who fulfill the Minimum Qualification Criteria and Terms and Conditions given below, may register their tenders through GeM well in advance on or before the scheduled date of submission.
2. **MINIMUM QUALIFICATION CRITERIA (MQC)**

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

i. Experience

The Bidder should have executed **Electrical works in Buildings/ Malls/ Offices of Govt. Organizations/ Private/ Commercial establishments etc.**, of value as detailed below to their clients during the last 7 (seven) years ending on **31/12/2022**;

- (a) One contract work costing not less than **Rs.8,62,250/- OR**
- (b) Two contract works, each costing not less than **Rs.5,38,900/- OR**
- (c) Three contract works, each costing not less than **Rs.4,31,100/-**

This may be furnished in the Proforma in ‘Annexure-4’ of the tender document. Also submit copy of Purchase Order/ Work order and Completion Certificate issued by the Client for those previous experiences mentioned in ‘Annexure-4’. The previous experience carried out by the tenderer as subcontract to the main contractor will also be accepted.

ii. Financial Turnover

Average annual financial turnover should be at least **Rs.3,23,350/-** during the last three (3) years, ending 31st March 2022 [2019-'20, 2020-21, 2021-22]. This may be furnished in the Proforma in ‘Annexure-5’ of the tender document.

iii. License

The bidder should possess valid **‘B Class or above’** Electrical Contractor's License issued by any State/ Central Licensing Authority. Copy of the valid License shall be furnished.

Explanatory Notes:

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.

Year before	Multiplying factor
One year [2021]	1.07
Two years [2020]	1.14
Three years [2019]	1.21
Four years [2018]	1.28
Five years [2017]	1.35
Six years [2016]	1.42
Seven years [2015]	1.49

Table 1.1

Note 2: **Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.**

Note 3: **Performance/ completion certificate from the client shall be submitted in support of the assignments/ works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. The completion certificate/ performance certificate shall contain the work order no, work order value, completed cost of work and completion date and signature of issuing authority.**

Note 4: **A statement showing the Average Annual Financial Turnover during the last three financial years and financial statements (balance sheet/ profit & Loss Statements) for the last three years ending 31/03/2022, duly certified by the Chartered Accountant shall be submitted.**

3. Eventhough the tenderers meet the above qualifying criteria, they will be disqualified if they have:
 - (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/ or
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
4. Pertinent information to the tender is given in the following tables:
 - (i) Schedule of different activities till submission of the tender are detailed as under:

Sl. No.	Particulars	Date and Time
1.	Tender e-publication date	04/01/2023
2.	Download period of tender documents	17.00 hrs. on 04/01/2023 to 14.00hrs. on 25/01/2023
3.	Last date and time of submission of bid	25/01/2023 at 15.00 hrs.
4.	Date and time of opening the techno-commercial bid	25/01/2023 at 15.30hrs.

Table 1.2

(ii) Bid information:

i)	Estimated Amount put to tender	Rs.10,77,853/- (Rupees Ten lakh seventy seven thousand eight hundred and fifty three only)
ii)	Earnest Money Deposit. (Exemption shall be given as per Clause 9 below)	Rs.10,800/- (Rupees Ten thousand eight hundred only) EMD shall be furnished in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt /Bank Guarantee from a Commercial Bank in favour of "FA&CAO , Cochin Port Authority", payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects)
iii)	Cost of Tender document / Processing Fee	Not Applicable since tendering is made through GeM portal
iv)	Validity period of tender	60 days from the last date for receipt of tenders
v)	Period of Contract	60days from the date of LOA

Table 1.3

5. The **scope of work** includes the following, as per the Bill of Quantities (BoQ) attached.

- a) Repairing / painting / replacement of the damaged street light poles, arms, fittings, etc..
- b) Supply / repair and fixing different types of ordinary/ flame proof LED lamps.
- c) Supply/Repair and Fixing different types of LED street light/ Flood lights
- d) Supply/ repair and fixing LED tube light fittings in Pump Room, DG set etc.
- e) Supply/ repair of Junction boxes, MCBs etc for Street light poles.
- f) Removing water, cleaning, painting, marking, checking insulation values etc. for Earth pits.
- g) Supply and laying of the 4CX 6Sqmm Cu. UG cable for street lights etc. after excavation of ground etc as required.
- h) Supply / repair of safety equipments like rubber mat, fire buckets etc.
- i) Providing cement concrete around the panels and raising the areas.

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

6. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. are available in the GeM portal (<https://gem.gov.in/>), in the CoPA website (www.cochinport.gov.in) as well as in the Central Public Procurement Portal of Govt. of India, (www.eprocure.gov.in) . Interested bidders have to necessarily register themselves in the GeM portal to participate in the tender and shall download the tender documents from these portals as per the provisions available therein on the dates specified in the above table.
7. A Single Stage Two Cover Bidding Procedure with Earnest Money Deposit (EMD) will be adopted and will proceed as detailed in the tender documents.
8. Bank details of Cochin Port Authority are as follows for online payment of EMD: State Bank of India, Cochin Port Trust Branch, Bank Branch MICR code: 682002021, IFSC Code: SBIN0006367, Cochin Port Authority General Reserve Fund (GRF), Savings Bank Account No. 41401802288.
9. Exemption from the payment of EMD ~~and Cost of Tender document~~ shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017.
10. Bidders should submit their bid proposal online, complete in all aspects including

EMD or MSME/ UAM registration certificate, in the Portal of GeM (<https://gem.gov.in/>) on or before last date and time of Bid Submission as mentioned in the tender, strictly in accordance with the instructions to bidders (ITB), terms and conditions of the tender document.

11. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this tender shall be uploaded on the above-mentioned websites only and no intimation will be sent to the individual bidders. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned websites.
12. The bidders shall agree to all the terms and conditions of the tender document.
13. On the due date of bid opening, the Techno-Commercial bids will be opened online in the GeM Portal. Bid proposals received without the prescribed Earnest Money Deposit (EMD) or Documents for exemption of EMD will be considered as non-responsive. **In the event of any date indicated is a declared Holiday, the tender will be opened on the next working day.**
14. For proper uploading of the bids on the portal namely <https://gem.gov.in/> (referred to as the 'portal'), it shall be the sole responsibility of the bidders to appraise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting GeM, through e-mail to: helpdesk-gem@gov.in or call on Toll Free Numbers (Inbound): 1-1800-419-3436/ 1-1800-102-3436 (9:00am-6:00pm Mon to Sat) Help Desk Out bound No's: +911244875125 & +917556685120, as and when required.
15. Cochin Port Authority 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 GeM Portal. Under any circumstances, Cochin Port Authority shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the GeM Portal or internet connectivity failures.
16. The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid.
17. The undersigned reserves the right to reject/cancel/postpone/annul the tenders at any stage of the tender, which will be binding on all bidders
18. This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.

**CHIEF MECHANICAL ENGINEER
COCHIN PORT AUTHORITY**

COCHIN PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

SECTION -I

2. INSTRUCTIONS TO TENDERERS

Clause/ Sections	DESCRIPTION	Page No.
1	Introduction	9
2	General Instructions	9
3	Invitation for Bids	11
4	Purchase of Tender Documents	11
5	One Bid per Bidder	11
6	The Bidder	11
7	Cost of Bidding	11
8	Site visit	11
9	Clarifications of the bidding documents	11
10	Amendment of bidding documents	11
11	Preparation of bids	12
12	Minimum eligibility criteria	12
13	Bid prices	13
15	Bid security/ EMD	13
16	No alternative proposals by bidders	1414
17	Format and signing of bids	14
18	Bid submission	14
19	Information required in the Bid	14
20	Deadline for Submission of the Bids	15
21	Bid opening	15
22	Bid opening – Price Bid	16
23	Clarification of Bids	16
24	Examination of bids and Determination of responsiveness	16
25	Evaluation and comparison of Bids	16
27	Alteration of Tender documents	16
28	Alternative conditions and proposal	17
29	Award of contract	17
30	Performance security	17
32	Signing of Agreement	17
33	Fraud and corrupt Practices.	18
34	Rejection of Tender	19
35	Conditions for bid submission by JV	19

SECTION I
COCHIN PORT AUTHORITY

Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

2. INSTRUCTIONS TO TENDERERS

Introduction

1.1 The proposal is for Checking, repairing and replacing the damaged/ faulty electrical installations at the Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin. The **scope of work** includes the following works, as per the Bill of Quantities (BoQ) attached.

1.2 Scope of work:-

The subject proposal covers the works of :

- (a) Repairing /painting /replacement of the damaged Street light poles, arms, fittings, etc.
- (b) Supply/Repair and Fixing different types of ordinary/Flame proof LED lamps
- (c) Supply/Repair and Fixing different types of LED street light/ Flood lights
- (d) Supply /Repair and Fixing LED tube light fittings in Pump Room , DG set etc
- (e) Supply/Repair of Junction boxes, MCBs etc. for Street light poles.
- (f) Removing water, cleaning, Painting, marking, checking insulation values etc. for Earth pits
- (g) Supply and laying of the 4CX 6Sqmm Cu UG cable for street lights etc. after excavation of ground etc. as required
- (h) Supply /Repair of safety equipments like rubber mat, fire buckets etc.
- (i) Providing cement concrete around the panels and raising the areas.

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

2. General Instructions

- 2.1 The work is to be executed as described in the Bid document and in particular in the Technical Specifications, Special Conditions and Schedule of Quantities and in general includes, but is not limited to supplying all items including consumables and equipment necessary to execute the work as described in the Bid Document.
- 2.2 Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document including addendum/corrigendum, within the quoted price.
- 2.3 A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.

- 2.4 The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalization of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.
- 2.5 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 2.6 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document).
- 2.7 Telex/E-mail offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be recognized.
- 2.8 Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.9 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 2.10 While evaluating the document, regard would be paid to National security considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
- 2.11 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Mechanical Engineer, Cochin Port Authority, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder.
- 2.12 In case the department desires to inspect the equipments/ machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.
- 2.13 Any error in description, any omissions there from shall not vitiate the contract or release the contractors from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract
- 2.14 All the Bank Guarantees (BGs) to be furnished by the contractors in connection with the tender shall be sent to the Chief Mechanical Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.
- 2.15 The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.**
- 2.16 The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. Work Order shall be issued only to the contractors who are registered under EPF organisation and ESI Corporation. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.**
- 2.17 The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.**

3 Invitation for Bids:

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

4 Purchase of Tender Documents:

Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. are available in the GeM portal (<https://gem.gov.in/>), in the CoPA website (www.cochinport.gov.in) as well as in the Central Public Procurement Portal of Govt. of India, (www.eprocure.gov.in). Interested bidders have to necessarily register themselves in the GeM portal to participate in the tender and shall download the tender documents for submission from these portals as per the provisions available therein on the dates specified in the Tender documents. Demand Draft/Banker's cheque towards EMD, drawn in favour of the Financial Adviser & Chief Accounts Officer(FA &CAO), CoPT from any Scheduled / Nationalised Bank having its branch at Cochin shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.

5 One Bid per Bidder:

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

6 The Bidder

The Bidder shall be a single entity / Consortium.

7 Cost of Bidding:

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

8 Site visit:

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

9 Clarification of the Bidding Documents:

9.1 The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them at week before the date fixed for the bid opening.

THE CHIEF MECHANICAL ENGINEER,
CHIEF MECHANICAL ENGINEER'S OFFICE,
FIRST FLOOR, NEW ADMINISTRATIVE BUILDING,
COCHIN PORT AUTHORITY, WILLINGDON ISLAND,
KOCHI-9,KERALA, INDIA.

Ph:- 91-0484-2666639/2582300.

Fax:-91-0484-2666639.

Email: cme@cochinport.gov.in

9.2 Pre-Bid Meeting:

Deleted

10 Amendment of Bidding Documents:

The Chief Mechanical Engineer, Cochin Port Authority shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addendum/corrigendum. Any addendum /corrigendum thus issued shall be part of the tender documents. The addendum/corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such

addendum/ corrigendum hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and bid extension notice shall be hosted in the web site.

11 Preparation of bids:

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

12 12.1 Minimum Qualifying Criteria: (MQC)

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

i. Experience

The Bidder should have executed **Electrical works in Buildings/ Malls/ Offices of Govt. Organizations/ Private/ Commercial establishments etc.** of value as detailed below, to their clients during the last 7 (seven) years ending on **31/12/2022**;

- (a) One contract work costing not less than Rs.8,62,250/- OR
- (b) Two contract works, each costing not less than Rs.5,38,900/- OR
- (c) Three contract works, each costing not less than Rs.4,31,100/-

This may be furnished in the Proforma in ‘Annexure-4’ of the tender document. Also submit copy of Purchase Order/ Work order and Completion Certificate issued by the Client for those previous experiences mentioned in ‘Annexure-4’. The previous experience carried out by the tenderer as subcontract to the main contractor will also be accepted.

ii. Financial Turnover

Average annual financial turnover should be at least **Rs.3,23,350/-** during the last three (3) years, ending 31st March 2022 [2019-’20, 2020-21, 2021-22]. This may be furnished in the Proforma in ‘Annexure-5’ of the tender document.

iii. License

The bidder should possess valid ‘**B Class or above**’ Electrical Contractor’s License issued by any State/ Central Licensing Authority. Copy of the valid License shall be furnished.

Explanatory Notes:

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.

Year before	Multiplying factor
One year [2021]	1.07
Two years [2020]	1.14
Three years [2019]	1.21
Four years [2018]	1.28
Five years [2017]	1.35
Six years [2016]	1.42
Seven years [2015]	1.49

Table 1.1

Note 2: **Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.**

Note 3: **Performance/ completion certificate from the client shall be submitted in support of the assignments/ works performed and claimed by the tenderer to**

fulfill the eligibility criteria for qualification. The completion certificate/ performance certificate shall contain the work order no, work order value, completed cost of work and completion date and signature of issuing authority.

Note 4: A statement showing the Average Annual Financial Turnover during the last three financial years and financial statements (balance sheet/ profit & Loss Statements) for the last three years ending 31/03/2022, duly certified by the Chartered Accountant shall be submitted.

12.2 Eventhough the tenderers meet the above qualifying criteria, they will 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.

13. Bid Prices:

13.1 Item Rate basis contracts

The Bidder shall fill the rates against items for the work noted in the Bill of Quantities (As per the instructions given in BOQ). The contract shall be for the whole work based on the priced Bill of Quantities submitted by the Bidder. Tenderer should ensure that his tendered amount as per Price bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

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

13.2 Currencies of Bid and Payment:

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

14 Bid Validity:

Bids shall remain valid for a period not less than 60 (sixty) days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, action will be taken as per Clause 15 below.

15 Bid Security / EMD:

15.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.10,800/-** (Rupees Ten thousand eight hundred only). The EMD shall be furnished in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt /Bank Guarantee from a Commercial Bank in favour of FA&CAO, Cochin Port Authorityll, payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The Earnest Money deposit will not carry any interest. Any bid not accompanied by an acceptable Bid Security shall be treated as Non- responsive and shall be rejected by the Employer. Exemption shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department).

15.2 Forfeiture of Bid security / EMD

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

- (a) If a Bidder withdraws his bid during the period of bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to any

arithmetical errors.

(c) In case of a successful bidder who fails

(i) to commence the work, within the specified time limit

(ii) to sign the Agreement or furnish the required Performance Security within the specified time limit

16 No Alternative Proposals by Bidders:

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

17 Format and Signing of Bid:

17.1 The Tenderer shall prepare one set of his Tender, duly completed and signed, along with other documents mentioned hereinafter. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. Then it shall be scanned and upload in the e tender portal for submission. However the Power of Attorney (in original) authorizing the signatory/s of the Tender shall be submitted in hard copy along with submission of tender fees and Bid Security Declaration.

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

18 Bid Submission:

Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid through** e- tender mode. For online submission of **Technical Bid**, the scanned copies of the documents under item nos. a) to k) as detailed in clause 19.1 below need to be uploaded through e-Tendering mode on <https://gem.gov.in> . Price bid (Schedule-II) in the provided format shall be submitted only through e-tendering mode on <https://gem.gov.in> before 15.30 Hrs on **the date notified in NIT**.

19 Information Required In The Bid

19.1 Part I -Technical Bid shall contain the following:

- a) Financial instrument towards EMD or MSME / UAM registration certificate for exemption of EMD
- b) Letter of Submission (vide **Annexure-1**)
- c) Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide **Annexure-2**).
- d) Organization Details (vide **Annexure-3**)
- e) Details of experience as per **Annexure-4** and Certificates in proof of experience in similar works as detailed under clause 12 of Instruction to bidders.

Explanatory notes:

(1) Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts and work order shall be attached. The certificate shall invariably contain the following among other things:

- a) **Details of work involved specifying the nature of work**
- b) **The completion cost of the work and**
- c) **Date of commencement; and**
- d) **Date of completion of the work.**

- (2) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
- (3) The works indicated in **Annexure-4** will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- f) Financial documents in support of MQC. Statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years [2019-'20, 2020-21, 2021-22] (vide **Annexure-5**) **supported by Financial statements such as Balance sheets, Profit & Loss statements for the last 3 years.**
- g) Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
- h) Copies of PAN, GST, EPF and ESI registration
- i) Copy of "B Class or above" grade Electrical Contractor's license.
- j) Declaration as per **Annexure-8** that
- (i) No conditions shall be incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
 - (ii) Confirmation that not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
 - (iii) We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
 - (iv) We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
- k) Bank information for e- Payment system as per **Annexure-10.**

19.2 Part II : "Price Bid"

The Bidder shall fill in the rates and prices for all items of the works in the Bill of Quantities (BOQ) and shall submit the BoQ / Price Bid in GeM portal <https://gem.gov.in>. The quoted amount shall include all taxes and duties, including GST.

20 Deadline for Submission of the Bids:

- a. Tenders attaching all documents shall be submitted through GeM portal strictly in accordance with the instructions to the tenderers, terms and conditions of tender document before **the time and the day notified** in NIT.
- b. A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that modification, including substitution or withdrawal of the Tender, is materialized prior to the deadline prescribed for submission of Tenders notified in the NIT.
- c. No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity. Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the **Tender** shall result in the forfeiture of Bid Security/EMD, pursuant to the ITT sub-Clause:16.3.

21 Bid Opening

The Chief Mechanical Engineer or his representative will open the tenders in the GeM portal <https://gem.gov.in> . The technical bids of the tenders received will be opened on the due date of submission. Failure to submit Bid Security (EMD) or valid MSME / UAM registration certificate registration certificate will make the tender defective and will be treated invalid and price bids of those tenderers will not be opened.

22 Bid Opening – Price Bid:

Price Bid of those tenderers found responsive in the evaluation of Technical bid, will be opened later. Short listed bidders will be communicated about the date and time of opening of the price bid.

23 Clarification of Bids:

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

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

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

24 Examination of Bids and Determination of Responsiveness:

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

(a) meets the minimum eligibility criteria defined in Clause 12.

(b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;

(c) is accompanied by the required Bid security (EMD) or MSME/UAM regn. certificate

(d) is responsive to the requirements of the Bidding documents.

23.2 A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works;

(a) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or

(b) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

(c) Undertakes in the Technical Bid that he has not incorporated any conditions in the Financial Bid.

(d) **The financial evaluation will be carried out together for all the items and contract will be awarded to the overall lowest offer.**

If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

25 Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 23.

25.1 Evaluation of Price Bid

a) The tenderers shall quote their total cost for all the items as per schedule, including GST, in the GeM portal.

b) Only those tenders, as determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Cochin Port's decision on this shall be final, conclusive and binding.

c) In order to determine the lowest evaluated bid, Cochin Port Authority will consider overall lowest of all the items together.

26 Alteration of tender documents:

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender

document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

27 Alternative conditions and Proposal:

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

28 Award of Contract:

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

(a) Eligible in accordance with the provisions of Clause 12, and

(b) Qualified in accordance with the provisions of Clause 12.

28.2 Letter of Award ("LoA")

Prior to expiry of the validity or extended validity period of the Tender, the Employer will notify the Successful Bidder through e-mail confirmed by registered letter that its Tender has been accepted. This Letter (hereinafter and in the Contract Conditions referred to as the "Letter of Award" (of the Tender) or "LoA") shall specify the sum which the Employer will pay the Contractor (hereinafter and in the Contract Conditions referred to as the "Contract Price") in consideration of the execution and completion of the Works for the Project and the remedying of any defects therein by the Contractor in terms of the Contract.

29 Performance Security:

29.1 Within not later than 21 days for domestic bids and 28 days for international bids of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form safeguarding the purchaser's interest in all respects, for an amount equivalent to **3%** of the Contract price rounded off to the nearest Rs. 1,000/-.

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

29.3 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to the conditions mentioned in Clause 15.2.

30 Signing of Agreement

30.1 The successful tenderer will be required to execute an Agreement at his expense within 28 (twenty eight) days from the date of work order, on proper value Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum/corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

30.2 Release of Bid Security / EMD:

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

31 Fraud and Corrupt Practices:

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

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

(a) "corrupt practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means

(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a

full and fair competition in the Selection Process.

32 Rejection of Tender:

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

33 Conditions for bid submission by JV

33.2 Companies/Contractors may jointly undertake contract/contracts. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the legibility criteria.

33.3 Bid submitted by an unincorporated Joint Venture of companies (JV) /Consortium of companies (Consortium), shall comply with the following requirements:

- a) There shall be a Joint Venture Agreement between the constituent firms specific for the contract package for which the bids are submitted. The JV Agreement shall include among other things, the joint venture's objectives, the proposed management structures, the proposed distribution of responsibilities both financial as well as technical for execution of the work, the contribution of each partner to joint venture operation, the commitment of all partners to jointly and severally liable for due performance, recourse/ sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
- b) The most experienced partner will be nominated as the Lead Partner and his nomination shall be evidenced by submitting power of attorney signed by the legally authorised signatories of all the partners.
- c) The Lead Partner of the joint venture will provide suitable experienced personnel for at least 3 (three) positions in the assignment during the whole period of contract execution and a statement to this effect should be included in the Joint Venture Agreement.
- d) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorised signatories of all partners.
- e) The Lead Partner shall be authorised to incur liabilities and to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- f) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- g) Bid Security as required can be furnished by any partner but it shall be in the name of Joint venture.
- h) Performance Guarantee, as required, will be furnished by all partner(s), out of their accounts, in proportion of their participation in joint venture.
- i) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Account of the individual partners) to which the individual partners shall contribute their share capital and/or working capital.
- j) Joint Venture Agreement shall also contain a clause to the effect that the financial obligation of the JV shall be discharged through the said JV Bank Account only and also all payment received by JV from the Employer shall be through that

- account only.
- k) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
 - l) Each partner must submit the complete documentation, or portions applicable thereto, required to qualify the firm for bidding.
 - m) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
 - n) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.
 - o) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
 - p) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
 - q) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
 - r) A legally binding Joint Venture/Consortium Agreement signed by authorised signatories of all the partners of the JV/Consortium, as per the proforma at **Annexure-13** shall be enclosed with the bid.
 - s) In case, the Joint Venture/Consortium Agreement enclosed with the bid is not acceptable to the Employer, the JV /Consortium will modify the agreement so as to be acceptable to the Employer.
 - t) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at **Annexure-14**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
 - u) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
 - v) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract
 - w) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
 - x) One of the partners of JV/Consortium should have downloaded the bid documents.
 - y) Number of partners in JV/Consortium shall be limited to maximum of three.

SIGNATURE OF BIDDER

SECTION -I
COCHIN PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

3. FORM OF BID

To

The Board of Trustees,
Cochin Port Authority

Through

The Chief Mechanical Engineer
Cochin Port Authority, Cochin -9

Tender for the work of “Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

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

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

M E M O R A N D U M

- | | | |
|--|---|--|
| a) General description of work | : | Checking, repairing, replacement etc. of the electrical facilities provided at the Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvype |
| b) Estimated cost | : | Rs. 10,77,853/- |
| c) Earnest Money | : | Rs.10,800/- |
| d) Security Deposit | : | 3% of the value of the contract awarded or the value of the work done whichever is higher. |
| e) Percentage, if any, to be deducted from the bills | : | Nil |

- f) Time allowed for commencement of work from the date of receipt of work order : **On the same day of LoA**
- g) Time allowed for the work from the date of commencement of work. : 60 days from the date of LoA.
- h) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. : As per “Contents” sheet attached.

I/ We agree to keep the tender open for 60 days from the due date of submission and not to make any modifications in its terms and conditions

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

The sum of Rs..... is hereby forwarded in the form of ----- in favour of Financial Adviser and Chief Accounts Officer of the Port Trust as earnest money/ MSME registration certificate is hereby submitted in lieu of Bid Security/ Earnest Money Deposit for the tender, thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension order, without prejudice to any other rights or remedies of the said Board in office should I/We fail to commence the work specified in the Contract data or should I/We not deposit the full amount of Performance Security specified in the above Memorandum in accordance with clause 52 of the said conditions of contract otherwise the said sum of Rs. shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Clause 40.1 of General Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 40.3 of the General Conditions of Contract.

Dated the day of 20 .

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

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

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

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

Dated.....

**Chief Mechanical Engineer
Cochin Port Authority**

SECTION -I
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

4. FORM OF AGREEMENT

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

AGREEMENT NO. OF 2022

Sub: “ ”

THIS agreement is made at Cochin on day ofTwo thousand and Twenty three (..... -- 2023) between THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, having PAN Card No. AAALC1134F, represented by its Chief Mechanical Engineer, Sri V. Thurai Pandian, S/o Sri.K.Vairava Sundaram, aged 56 years residing at 7D, DD Bhavanam, Vidya Nagar cross road, Kadavanthra, Kochi-682 020 (hereinafter referred to as “The Employer” which expression shall include their successors, assignees and administrators in the office) of the one part AND M/s. represented by Sri/Smt.. ----- aged -----years, son/daughter of Sri. ----- residing at ----- - (House name and No.) ----- District ----- State ----- (hereinafter referred to as “The Contractor” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the “Employer” had called for the tenders for “ ” vide Tender Notice No. Dt: and the contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc.

AND WHEREAS the said tender of the contractor has been accepted by the employer and a letter of acceptance No..... Dt: has been issued to the contractor accepting their tender subject to the “General Conditions of Contract”, “Instructions to the Tenderers” and such other contract documents. And as per one of the terms of the above work order, an agreement has to be executed between the contractor and the employer.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

1. The contractor hereby agrees to execute the work “.....” 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 ‘Technical Specifications’ and all hereunto annexed within from the date of issue of Letter of Acceptance or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The contractor has furnished a Bank Guarantee for **Rs.....** (Rupeesonly) vide Bank Guarantee No. ----- Dated----- from -----, in lieu of Security Deposit for the due and proper fulfillment of the contract. The contractor further agrees that the aforesaid Bank Guarantee will be kept valid until one month beyond the expiry of the Guarantee Period. The contractor also agrees that the Bank furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 3% 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 Contractor's bills.

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - a) Cochin Port Trust’s Tender Notice No.M Dt:
 - b) Offer from M/s.No:..... dated.....
 - c) Cochin Port Trust’s LoA No..... Dt:.....
 - d) This office e-mail letter dated and your reply through e-mail received on
3. The Conditions given in the LoA dated shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the contractor 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 CONTRACTOR hereunto set his hand and seal on behalf of M/s.....And on behalf of the Board of Trustees of Port of Cochin, the Chief Mechanical Engineer 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 -----

CONTRACTOR

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

- 1) Signature with address:
- 2) Signature with address:

Signed, sealed and delivered by
The Chief Mechanical Engineer,
Cochin Port Trust on behalf of

EMPLOYER

Board of Trustees of Port of Cochin.

Signed and affixed the common
seal of Board of Trustees of the
Port of Cochin in the presence of

1)

2)

SECTION -I
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

5. CONTRACT DATA

[To be filled up before issuing tender document as applicable for each tender]
Items marked “N/A” do not apply in this Contract.

Sl. No.	Description	Reference Clause .No. in GCC																
1	The following documents are also part of the Contract																	
	The Schedule of other Contractors (Will be informed in due course)	(8.2)																
	The Schedule of Key personnel	(9)																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Qualification of Staff</th> <th style="width: 5%;">No.</th> <th style="width: 15%;">Min. Experience (Years)</th> <th style="width: 50%;">Rate of recovery in case of non compliance</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance													
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance															
2	The Employer is	(1)																
	The Board of Trustees, Cochin Port Authority, Cochin -9																	
	Name of Authorized Representative:																	
	Name : Dr. (Smt.) M.Beena, IAS Chairman, Cochin Port Authority, Cochin -9																	
3	The Engineer is																	
	Name : Shri. V,Thuraipandian Chief Mechanical Engineer Cochin Port Authority, Cochin-9																	
	Name of Nominee is : Will be notified in LoA/ LoI																	
	Name : Shri..... Cochin Port Authority Cochin-9																	
4	Name of Contract “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”	(1)																
5	5 copies of Contract Agreement shall be furnished by the Contractor	[7.1]																

Sl. No.	Description	Reference Clause No. in GCC
6	Tender document and other data are available at : GeM portal https://gem.gov.in/ , in the CoPA website www.cochinport.gov.in as well as in the Central Public Procurement Portal of Govt. of India, www.eprocure.gov.in	(7.2)
7	The Intended completion Date for the whole of the Work is 60 days from date of issue of LoA with the following milestones:	(17,28)
8	Milestone dates: Physical works to be completed 60 days from the date of Issue of LoA	
9	The following shall form part of the Contract Document: (1) Agreement (2) Letter of Acceptance (3) Bill of quantities (4) Contractor's Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) Conditions of Contract (8) General Description and Special Conditions of Contract (9) Technical Specifications (10) Drawings and (11) Any other documents listed in the Contract Data as forming part of the Contract.	(2.3)
10	The Contractor shall submit a Program for the Works	(27)
11	The site possession date The site will be handed over within immediately after issue of LoA/LoI and the site is free from encumbrances.	(21)
12	The start date shall be same date of issue of the Letter of Acceptance (LoA)/LoI by the Contractor.	(1)
13	The site is located in Willingdon Island.	
14	The Defects Liability Period is One year from the date of completion of the work and handing over the site to CoPT	(35)
15	The minimum insurance cover for physical property, injury and death is Rs.15 lakhs (Rupees Fifteen Lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13)
16	The period between Programme updates shall be 30 days.	(27)
17	The amount to be withheld for late submission of an updated Programme shall be Rs.10,000/- .	(27)

Sl. No.	Description	Reference Clause No. in GCC
18	The language of the Contract documents is English.	(3)
19	The law, which applies to the Contract, is the law of Union of India.	(3)
20	The currency of the Contract is Indian Rupees.	(46)
21	The maximum amount of liquidated damages for the whole of the works is 10% of the contract price.	[49]
22	The amounts of the advance payments : Nil	[51]
23	The advance payments as applicable to the contract are:	
	The date by which “as-built” drawings are required is within 60 days of issue of certificate of completion of whole or section of the work, as the case may be.	(58)

SECTION -I
COCHIN PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

6. ANNEXURES

Annexures	Description	Page No.
1	Letter of Submission – Covering Letter	67
2	Proforma of Power- of-Attorney/Letter of Authority	68
3	Organization Details	69
4a	Eligible Assignment Details for MEC	71
4b	Details of past experience of contractors for similar works	73
5	Financial Capability	74
6	Declaration	75
7	Details of the Party opting for Refund of EMD through e-payment system	76
8	Format for Furnishing Bank information for e-payment	77
9	Format of bank guarantee for EMD	78
10	Proforma of Joint Venture/ Consortium Agreement	79
11	Proforma of Power- of-Attorney for lead member of JV/ Consortium	
12	Proforma of bank guarantee for security deposit	84

SECTION –I
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

LETTER OF SUBMISSION – COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)

Date:

To

The Chief Mechanical Engineer,
Cochin Port Authority.

Sir,

Sub : Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”.

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

We are submitting our Bid enc MSME / UAM registration certificate losing the following, with the details as per the requirements of the Bid Document, for your evaluation.

1. EMD/ MSME/UAM registration certificate
2. Power of attorney

Signature
(Authorised Signatory)

SECTION –I
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY
(To be submitted on Non-judicial Stamp Paper of appropriate value)

To

The Chief Mechanical Engineer,
Cochin Port Authority,
Cochin 682009.
Kerala, India.

Dear Sir,

We _____
do hereby confirm that Mr./Ms./Messrs _____ **[INSERT NAME AND ADDRESS]**, whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender for Contract “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”.

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

Signature of the authorized person :

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

SECTION –I
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

ORGANIZATION DETAILS

CONTRACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:
Telephone No. :

- Fax No.
e-mail id:
3. Description of Applicant
(for e.g. A or B grade electrical contractor etc.)
4. Registration and Classification
of Contractors

5. Name and address of bankers

6. Number of years of experience
as a contractor :-

In own Country:

Internationally:
7. Name and Address of partners or
associated companies to be involved
in the project and whether Parent/
Subsidiary/other
8. Name and address of any associates
knowledgeable in the procedures
of customs, immigration and local
experience in various aspect of the
project etc.

9. Name and address of the companies/
Sub-contractors who will be involved
in the execution of works, namely:

10. Name and address of companies who
will be involved in the supply of
bought out items

(2021) Attach organization chart showing the structure
of the company including names of Directors/
Key Personnel at Head Office who would be
responsible for the project and a separate chart
showing proposed Site Construction Organisation.

Signature
(Authorised Signatory)

SECTION –I
COCHIN PORT AUTHORITY

Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

Tenderer shall furnish Details of “eligibility works experience” as per Clause 12 of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

ELIGIBLE ASSIGNMENT DETAILS FOR MQC

Assignment Number :

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

Instructions:

- i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12(a) Minimum eligibility of the Instructions to Tenderers”.
- ii) A separate sheet should be filled for each of the eligible assignments.
- iii) The details are to be supplemented by documentary proof from the respective client /owner for having carried out such assignment duly certified by clients/ owner.
- iv) **The works indicated in this Annexure- 4 will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments.**
- v) Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts shall be attached. The certificate shall invariably contain the following among other things.
 - a) Details of work involved specifying the nature of work
 - b) The completion cost of the work and
 - c) Date of commencement ; and
 - d) Date of completion of the work.

- vi) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
- vii) If the experience in similar works is as a subcontractor, notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.
- viii) If the experience in similar work is in works executed in private sectors/ organizations, the TDS certificate along with notary attested copy(s) work order and completion certificate.
- ix) The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

Signature
(Authorised Signatory)

**SECTION –I
COCHIN PORT AUTHORITY**

Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

DETAILS OF PAST EXPERIENCE OF CONTRACTORS FOR SIMILAR WORKS

Sl. No.	Name & Location of Project	Owner’s Complete address including TeleFax No. with contact Person	Value of Contract	Duration of Contract			Details of work including major items of work involved	Reference No. & Date of letter of intent & completion certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date		
1	2	3	4	5	6	7	8	9

Note: Bidder to enclose completion certificate issued by owner, certified by a Notary public or equivalent certifying authority.

SIGNATURE OF TENDERER

SECTION –I
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

FINANCIAL CAPABILITY
(2022) Average Annual Turnover of the Bidder

Turnover (Rs.)			
Year 1	Year 2	Year 3	Average
2019-20	2020-21	2021-22	

Instructions:

- (i). The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements as required under this Bid Document.
- (ii). Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant

Certified by Chartered Accountant

Signature
 (Authorised Signatory)

SECTION –I
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

DECLARATION

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

1. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexure 7 and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
2. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
3. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
4. We disclose with that we have * made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
5. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port’s tender document and the one submitted by the tenderer, the Port’s document shall prevail.

Signature
(Authorised Signatory)

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

SECTION -I
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

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

Name of the Party :
Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

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

Mobile No :

Signature of the Party

SECTION -I
COCHIN PORT AUTHORITY

Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

Signature with seal
(Authorised Signatory)

SECTION -I
COCHIN PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

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

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

No. _____

Dated _____.

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

In favour of

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

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

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

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

We as primary obligor shall, without demur, pay to the Port Trust an amount not exceeding Rs. (Rupees only), within 5 days of receipt of a written demand from the Port Trust stating that the EMD has been forfeited in terms of Clause 15.2 of the Instruction of Bidders of Tender Document. Any such demand made on us by the Port Trust shall be conclusive and absolute as regards the forfeiture of the EMD and the amount due and payable under this Guarantee.

- a) The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Port Trust is disputed by the Bidder or not.
- b) This Guarantee shall remain in full force for a period of 148 days from (date)* ___or for such extended period as may be mutually agreed between the Port Trust and the Bidder and shall continue to be enforceable till all amounts which are demanded by the Port Trust under this Guarantee are paid.
- c) In order to give full effect to this Guarantee, the EMPLOYER shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the EMPLOYER against the Bidder or forbear or enforce any of the terms and conditions relating to non-compliance of the Tender Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the EMPLOYER or any indulgence by the EMPLOYER to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- d) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- e) The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under -----
- f) In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by _____

Bank by the hand of Shri _____ its _____ and authorised official

*Fill in the scheduled date of submission of bid

SECTION -I
COCHIN PORT AUTHORITY

Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

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

This Joint Venture /Consortium Agreement is made and entered into on this day of2022 by and between (i) M/s. ...(Name of the firm to be filled in)....., (ii) M/s.....(Name of the firm to be filled in)....., primarily for the work under the Cochin Port Authority.

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

1.0 Formation of Joint Venture/Consortium

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

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

(iii)

1.2. On behalf of Board of Trustees of Port of Cochin (hereinafter referred to as “Employer”), the Chief Mechanical Engineer, Cochin Port Authority has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work of (herein after referred as “the project”).

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

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

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

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

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

- 1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as hereinafter provided.
- 1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.
- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...**Name of JV/Consortium to be filled in**....) and the Contract shall be signed by legally authorised signatories of all the parties.
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorised signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
- (i) M/s..... (**Name of the partner to be filled in**) -
- (ii) M/s..... (**Name of the partner to be filled in**) -
- (iii)
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
- a) The Lead Partner, shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
- b) (.....**Name of Partner to be filled in**.....) shall carry out the following works

- c) (.....**Name of Partner to be filled in**.....) shall carry out the following works
- d)
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the “Board” of Port of Cochin for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.
- 1.16. The Lead Partner shall be authorised to act on behalf of the JV/Consortium.

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

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this theday of20...

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

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

Witness 1
 Witness 2

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

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

By this Power- of-Attorney executed on thisday of(month) of 2021, we,

(i) (.....Name of legally authorized signatory of first partner to be filled in.....), (ii) (.....Name of legally authorized signatory of second partner to be filled in.....),
..... hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of “ exclusively through Lead Partner.

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

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

.....
.....

Signature, name and seal of the certifying authority/Notary Public.

PROFORMA OF 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 (hereafter called the "Port Trust" which expression shall include their successors and assignees) having accepted the tender No. No..... dated submitted by M/s..... (hereinafter called "the said tender") for name of work "....." as per the Chief Mechanical Engineer, Cochin Port Trust's order No..... dated and having agreed to exempt M/s..... (hereinafter called as the "Contractor (s)" 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 contractor 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 contractor(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for **Rs.....** (Rupees).

1. We,..... (Name of Bank) (hereinafter referred to as "the Bank") do hereby undertake to pay to the Port Trust an amount not exceeding **Rs.....** (Rupeesonly) 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 Contractor(s) of any of the terms or conditions contained in the agreement.
2. 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 contractor(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.....** (Rupees.....).
3. We,..... Bank Ltd., undertake to pay to the Port Trust any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid

discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Port Trust under or by virtue of the said agreement have been fully paid and its 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 contractor(s) and accordingly discharges this guarantee.
5. 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said contractor(s) and to 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 contractor (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 contractor(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.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port trust in writing.

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.

Dated theday of
for Bank Ltd.

SECTION II
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

GENERAL CONDITIONS OF CONTRACT (GCC)

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:
- a) "Approved" or "Approval" shall mean approval in writing.
 - b) "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
 - c) "Contract" means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - d) “Contract Documents” means the documents listed in the contract agreement, including any amendments thereto.
 - e) "Contract Price" means the total sum of money to be paid by the Employer to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - f) “Completion” means the fulfilment of the supply of Equipments and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.
 - g) “Commercial Use” means use of Goods which the contractor contemplates or of which it is commercially capable after enacting at project site.
 - h) “Chief Mechanical Engineer” shall mean the Chief Mechanical Engineer of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.
 - i) “Day” shall mean English Calendar Day.
 - j) The "Drawings" shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the supplier with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the suppliers or by the Chief Mechanical Engineer in accordance with these contract conditions.
 - k) Employer/Cochin Port Authority/ CoPA" means The Board of Major Port Authority for Cochin Port commonly known as Cochin Port Authority, a Body Corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
 - l) “Employer’s Country” is INDIA.
 - m) “Equipment/Goods”, means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the contract.
 - n) “GCC” means the General Conditions of Contract.
 - o) "Month" shall mean English Calendar Month.
 - p) “Engineer”/ “Officer in-Charge” means Employee of Employer or any other person, nominated by the Employer.

- q) **"Specifications"** means the specification referred to in the tender documents 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 .
- r) The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.

2. **Contract Documents:** Subject to the order precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.

2.1. 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 or as amended from time to time.

2.2. Workmen Compensation: The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for 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 out 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. **Settlement of Dispute and Arbitration: "Settlement of Disputes through Conciliation"**

3.1. 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.

3.2. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

3.3. The venue of the arbitration shall be at Cochin. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by the parties.

4. **Scope of Work:** The Goods and Related Services to be supplied shall be as specified in Scope of Work and Technical Specifications and in accordance with Schedule of Requirements.

5. **Delivery and Completion:** Subject to GCC Clause 23 (Change Orders and Contract Amendments) the delivery of the Goods and completion of the Related Services shall be done within 60 days from the date of receipt of Letter of Acceptance of Employer. The details of shipping and other documents to be furnished by the Contractor are specified in the GCC Clause 8 (Payments Terms).

6. **Contractor's Responsibilities:**

6.1. The Contractor shall supply all the Goods and Related Services included in the Scope of Work in accordance with GCC Clause 4 and as per GCC Clause 5.

6.2. Phasing of Work: The contractor will be required to furnish a phased programme of the works as to how he intends to complete the work to the Employer within 7 days from the date of receipt of the Work Order/Letter of Acceptance from the Employer. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such programme so as to complete the entire

work within the stipulated completion period. The Contractor shall furnish progress report to the Employer on fortnightly basis for monitoring by the Employer.

6.3. Procurement of materials: The Contractor must make his own arrangements for timely procurement of all materials, machinery, equipment etc. of specified and or approved quality required by him for the efficient and regular execution of the works comprised in this contract from the manufacturers and suppliers concerned. Delay in supply of any of these materials, machinery, equipment etc. will not be taken as an excuse for not completing the contract within the stipulated period.

6.4. Compliance of regulations: The contractor warrants that all Goods/Materials covered by the contract have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The Supplier shall ensure compliance with the above and shall indemnify Employer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

7. **Contract Price:**

7.1. Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustments authorized by the Employer by issuing Change orders and Contract Amendment, if any.

8. **Terms of Payment:**

8.1 Payment shall be regulated as detailed below:

8.1.1 The Contractor shall be entitled upon certificates of the Engineer or his nominee to payments in accordance with the following provisions:

1) **For supply portion :** 75% of the value, as certified by the Engineer or his nominee, of the materials from time to time delivered on the site.

Balance 25% after completing the work in all respects, commissioning and handing over the installation to the Employer to the satisfaction of the Engineer and his nominee and his certification.

2) **For erection portion :**

i) 85% of the value as certified by the Engineer or his nominee, of the installation portion on completion of the erection work under contract, for which payments are claimed.

ii) Balance 15% along with other payments if any, after completing the work in all respects, commissioning and taking over the installation by the Employer to the satisfaction of the Engineer and his nominee and his certification.

8.2 All the interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer or his nominee relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer- or his nominee-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

8.3 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

- 8.4 No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- 8.5 If an amount certified is increased in a later certificate as a result of an award by the Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in the award. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 8.6 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 8.7 All payments to the Contractor under the contract shall unless otherwise stated elsewhere be made to the Contractor in Indian currency through e- payments through designated Bank

9. Taxes and Duties:

- 9.1. The contract shall be treated as a works contract. The Contractor shall be responsible for remittance of all taxes, duties, license fees etc. incurred for the Supply, Installation, Testing and Commissioning of the items as per Bill of Quantities. GST shall be paid by the Employer to the Contractor.
- 9.2. Income Tax Deduction: Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 9.3. TDS under GST Law: As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.

10. Performance Security/Security Deposit:

- 10.1. The successful bidder is required to furnish Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:
 - i) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Trust;
 - ii) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of tender document, from a Commercial Bank;
 - iii) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 12 of Notice Inviting Tender.
- 10.2. The value of Security Deposit shall be equivalent to 3% of the total contract value excluding GST and duties.
- 10.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of guarantee period.
- 10.4. Cochin Port Trust is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 10.5. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.
- 10.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Trust, for a period of two years from the date of such suspension.
- 10.7. The Performance Security shall be discharged by the Employer and returned to the Contractor not later than Fourteen (14) days following the date of Completion of the

Contractor's performance obligations under the Contract, including any warranty obligations.

11. Subcontracting:

- 11.1. The Supplier 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 Supplier from any of its obligations, duties, responsibilities, or liability under the contract.
- 11.2. Subcontracts shall comply with the provisions of Instructions to Tenderers Clause 27, Instruction to Tenderers (Fraud and corrupt practices).

12. Specification and Standards:

- 12.1. Technical specification and drawings:
 - (a) The Goods and Related Services supplied under this contract shall conform to the Technical Specifications and Standards mentioned in Section V, Scope of Work and Technical Specifications and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.
 - (b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 24 (Change Orders and Contract Amendments).

13. Packing:

- 13.1. Contractor shall provide adequate packing of Equipments to prevent the damage or deterioration during transit to their final destination. The contractor shall be held responsible for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packing shall withstand hazards normally encountered with the means of transport including loading/unloading operations and shall be done in such a manner to reduce volume as much as possible.
- 13.2. The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I.
- 13.3. Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 13.4. The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 13.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable diameter (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/equipment while lifting.
- 13.6. Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping. In

the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

- 13.7. All delicate surfaces on equipment/materials should be carefully protected with protective paint/compound and wrapped to prevent rusting and damage.
- 13.8. All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 13.9. Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. A copy of the packing list shall accompany the materials in each package.
- 13.10. All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.
- 13.11. In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.
- 13.12. Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 13.13. Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 13.14. Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.
- 13.15. All packages which require special handling and transport should have their Centre of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" in English Language.
- 13.16. Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/release note, wherever applicable.

14. Marking:

- 14.1. The following details to be written on the side face of packing:
 - a) Purchase Order Number.
 - b) Supplier's Name.
 - c) Batch No. with Manufacturing Date.

15. Insurance:

- 15.1. The Goods supplied under the Contract shall be insured by the Supplier at his cost, for the full value as specified in the Employer's supply order against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery from the works until they are delivered at Employer's premises and accepted by the Employer. Such insurance policy shall be in the name of Contractor and that of the Employer against destruction or damage by accident, fire, flood and tempests. The Contractor shall from time to time, when so, required by the Employer produce the Policy and the receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.
- 15.2. The supplier shall be responsible for insurance of all his employees/representatives who are deputed for operational demonstration of equipment at Cochin, against any accidents and shall indemnify the Employer.

16. Transportation:

16.1. The Supplier is responsible for transportation of Goods/Equipments from Supplier's premises to the Employer's site at the cost and risk of the Supplier.

17. Consignee of Equipment:

17.1. The consignee of all materials sent to Cochin Port Trust is Deputy Materials Manager, Cochin Port Trust, Cochin, 682009. The way bills, invoices etc. shall be addressed to him under intimation to Chief Mechanical Engineer, Cochin Port Trust.

18. Inspection and Testing:

18.1. The Inspection and Tests shall be conducted at Contractor's premises and the cost of all such tests shall be borne by the Contractor apart from making arrangements for conduct of such tests. Employer shall not be liable to make any additional payments for conduct tests or for change of location of Test. All cost for fulfillment of obligation on the part of Contractor shall be deemed to have been included in the total contract price offered by him on which the Contract has been awarded to him. However, in case of Additional Tests if any are requested by the Employer shall be at the cost and time of Employer in which case also the Contractor shall make all arrangements required for conduct of such tests in the manner prescribed to do so by the Employer or TPI.

18.2. The Employer reserves the right to witness the Pre-delivery Inspection at the Contractor's premises or any place the work demands, along with TPI. The inspections and tests are to be conducted to the entire satisfaction of TPI/Employer. The details of inspections and tests to be carried out are specified under Section V, Scope of Supply and Technical Specifications.

19. Liquidated Damages /Late Delivery Charges:

19.1. Except as provided under GCC Clause 22 (Force Majeure) and GCC Clause 24 (Extension of Time), if the Contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Service within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to ½ % of the Contract price of the respective item for which delay in delivery is occurred, per week of such delay or part thereof. The maximum amount of Liquidated Damages shall be 10% of total Contract Price of the respective item.

19.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in delivery of Goods and Related Services nor prevent the recovery of the said liquidated damages, unless an Extension of date of commencement of contract shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid/ recovered as above shall not relieve the Contractor from its other obligations and liabilities under the contract. In such events as when the Contractor is unable to complete the delivery of Goods and Related Services, for the reasons not attributable to him, he shall apply for grant of extension of date for completion of contract immediately not later than 48 hours of such occurrence of event and the Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Cochin Port Trust.

20. Warranty:

20.1. The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

20.2. The Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in INDIA.

20.3. The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery

thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.

- 20.4. Upon receipts of such notice, the Contractor shall, within the period of seven days, repair or replace the defective Goods or parts thereof, at no cost to the Employer.
- 20.5. If having been notified, the Contractor fails to remedy the defect within seven days, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor 's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.
- 20.6. The guarantee period will be effective for a period of twelve (12) months and it will be in force from the date of final acceptance of the Goods/Equipment under the contract by the Employer and the contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Officer In-charge who shall state in writing in what respect any portion is faulty.
- 20.7. If it becomes necessary for the contractor to replace or renew or repair any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the portions of the Supply so replaced or renewed or repaired until the expiry of six months from the date of such replacement/ renewal/repair or until the above mentioned period of 12 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.
- 20.8. If the replacement or renewals are of such a character as may affect the efficiency of the items Supplied, the Employer and/or the Engineer shall have the right to give to the contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with the relevant clauses under Scope of Supply and Technical Specification thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor.
- 20.9. All inspection, adjustments, replacement or renewal carried out by the contractor during the period referred to in this clause shall be subject to the conditions of this contract which shall be binding on the contractor in all respects during the guarantee and the additional warrantee period.

21. Patent indemnity:

- 21.1. The contractor shall, subject to the Employer's compliance with the GCC Clause 22.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility, model, registered design, trademark, copyright , or other intellectual property right registered or otherwise existing at the date of the Contract by reason of (a) The installation of the Goods by the Contractor or the use of the Goods in the Country where the site is located; and (b)The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any Part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.
- 21.2. If any proceedings are brought or claims is made against the Employer arising Out of the matters referred to in GCC Clause 22.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the

Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

21.3. If the Contractor, fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.

21.4. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

22. Force Majeure:

22.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.

22.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Party claiming to be affected thereby, (the "Affected Party"), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

22.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.

22.4. Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts. The decision of the Employer shall be final and binding in this regard.

22.5. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favour.

22.6. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23. Change Orders and Contract Amendments:

23.1. The Employer may at any time order the Contractor through notice to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawing, designs, or specification, where Goods to be furnished under the Employer;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Service to be provided by the Contractor

23.2. If any such change causes increase or decrease in the cost of, or the time required for Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer's change order.

23.3. Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by

the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

23.4. Subject to the above no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No extras shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates and prices to be agreed upon mutually and upon the certification by the Employer or his Representative. Any extra expenses in addition to the amount specified in the Price Schedule which may be Incurred by The Employer in the performance of the work required owing to the neglect or omission on the part of the contractor/contractors his/their workmen in any of the cases mentioned in this contract shall be deducted from any sums due of which may therefore, become due to the contractor/contractors by the Employer or he/they may be called upon to pay the amount of such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the contractor/contractors failing to make such payment, the said amount shall be recoverable from him/them in such manner as the Employer may determine.

23.5. The quantities indicted in the Price Schedule are estimated only and are liable to be altered or omitted.

24. Extension of Time:

24.1. If at any time during performance of the contract, the contractor or its Sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, pursuant to GCC Clause 6, the contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

24.2. Except in case of Force Majeure, as provided under GCC Clause 23, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 20 (Liquidated Damages), unless an extension of time is agreed upon, pursuant to GCC Clause 25.1.

25. Termination:

25.1. Termination for Default:

25.1.1. The Employer, 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:

(i) If the contractor fails to deliver any or all of the Goods within the period specified in the Contract, or within the extensions granted by the Employer pursuant to GCC Clause 25.

(ii) If the contractor fails to perform any other obligation under the contract or

(iii) If the contractor, in the judgment of the Employer has engaged in fraud and corruption as defined in Clause 27 under Instruction to Tenderers, in competing for or in executing the contract.

25.1.2. In the event the Employer terminates the contract in whole or in part, pursuant to GCC Clause 26.1.1, the Employer reserves its right to take any one or more of the following actions:-

(i) The Performance Security is to be forfeited;

(ii) The Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

25.2. Termination for Insolvency:

The Employer 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 the Employer.

25.3. Termination for Convenience:

- (a) The Employer, 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 Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) If the contract is terminated for convenience of the Employer as stated in GCC Clause 26.3 (a), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:-
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

26. Execution of Agreement:

26.1. Upon the receipt of letter intimating award of the Contract (LoA), the Contractor shall prepare two sets (one original and one duplicate) of the Agreement as per the format attached at Annexure-C in the Tender Document, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Trust duly executed on Kerala stamp paper of appropriate value within 21 days from the date of receipt of LoA. Original of the agreement will be retained by the Cochin Port Trust and the duplicate will be returned to the Contractor after the signature of the Chief Mechanical Engineer.

27. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:

27.1. 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.

28. Changes in constitution of firm:

28.1. 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 Chief Mechanical Engineer for his information.

29. Employees of the Board not individually liable :

29.1. No official or employee of the Board shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

30. No Claim Certificate:

30.1. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after submission of 'No Claim Certificate' in the form as per the format enclosed as Annexure-D.

31. Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in

addition, notify the local police authorities immediately by the available means.

32. Observance by Sub-Contractors

The Contractor shall be responsible for observance by his sub-Contractors of the foregoing provisions.

33. Port Entry Permission

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his labours and the staffs engaged in the works.

The Contractor shall retain the original passes obtained by them in respect of their labour and staff engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

34. Defect Liability

34.1 The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee's notice. To the intent that the works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall :

- (a) Complete the work, if any, outstanding on the date stated in the Taking-Over Certificate within the date to be intimated by the Engineer and
- (b) Execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

34.3 Cost of Remedying Defects

All work referred to in Sub-Clause 36.2 shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- (a) The use of materials, Plant or workmanship not in accordance with the Contract, or
- (b) Where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

34.4 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 36, have been completed to the satisfaction of the Engineer.

34.5 Uncorrected Defects.

If the Contractor has not corrected a Defect within the time specified in the Engineer's or his nominee's notice the Engineer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

SECTION -III

INDEX

Sl. No.	Clause/ Sections	Description	Page No.
1	1.	General Description of work	120-128
2	2.	Special Conditions of Contract	129-147

SECTION III
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

1. GENERAL DESCRIPTION OF WORK

1. General

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

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

2. Scope of work

The **scope of work** includes the following works:

- a) Repairing /painting /replacement of the damaged Street light poles , arms, fittings, etc
- b) Supply /Repair and Fixing different types of ordinary/Flame proof LED lamps
- c) Supply/Repair and Fixing different types of LED street light Flood lights
- d) Supply /Repair and Fixing LED tube light fittings in Pump Room , DG set etc
- e) Supply/Repair of Junction boxes , MCBs etc for Street lightpoles.
- f) Removing water , cleaning , Painting, marking , checking insulation values etc for Earth pits
- g) Supply and laying of the 4CX 6Sqmm cu . UG cable for street lights etc. after excavation of ground etc as required
- h) Supply /Repair of safety equipments like rubber mat, fire buckets etc
- i) Providing cement concrete around the panels and raising the areas.

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

3. Site conditions

3.1 Location

The project area is at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin, Ernakulam Dist.

3.2 Tide and Flood Levels

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

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

Mean Low Water Neap (MLWN)	:	+0.30m
Lowest Low Water Level	:	+0.20m

3.3 **Waves**

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

3.4 **Wind**

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

3.5 **Rainfall**

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

3.6 **Temperature**

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

4. **Drawings**

deleted

5. **Time Schedule and monitoring of progress**

5.1 Tenderer shall prepare and attach with the tender a detailed work schedule [preferably in MS Project / Primavera] indicating key activities and critical items for completing the work within the stipulated contract period. This time schedule forms the basis for monitoring the progress of work. Issue of working drawings by the department will be regulated as per the time schedule approved by the department.

5.2 The contractor shall furnish to the Engineer monthly progress reports of the work during execution in the approved proforma indicating delay, if any, its reason and proposal to cover up the delay.

6. **Facilities to be provided by the Port**

6.1 **Contractor's work area:**

An area at MULT will be made available to the Contractor for carrying out the work.

6.2 **Power**

Electric power required for the work can be supplied by the department from the nearest existing line of the Port at prevailing rates. The cost of drawing temporary lines/ cables/ providing switches and making connection and metering arrangements etc, shall be borne by the Contractor. If there is any disruption in the power supply due to supply failure/ restrictions imposed by the Kerala State Electricity Board, the department shall not be held responsible and the Contractor has to make suitable alternative arrangements at their cost.

7. Contractor's responsibility

- 7.1 All materials for use on the works shall be supplied and provided by the contractor at his own cost and shall conform to relevant BIS Specification unless otherwise specified.
- 7.2 Samples of all materials including fixtures, if any, to be incorporated in the work shall be got approved by the Engineer-in-Charge before procurement.
- 7.3 The contractor shall thoroughly study the specifications and drawings and errors/omissions/modifications if any shall be brought to the notice of the Engineer-in-Charge well in advance so that a final decision in the matter could be given in time.
- 7.4 All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour will be contractor's responsibility.
- 7.5 The contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and these shall be made good or compensated at his risk & cost.
- 7.6 The contractor shall take all care and precautionary measures for avoiding any kind of damage/accident in the work site on any account. The department shall not entertain any claim from the contractor whatsoever towards compensation for any damage/accidents at the site due to negligence from his part, during the execution of work.
- 7.7 The contractor shall prior to commencement of the work insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising for which he is responsible under the terms of contract.
- 7.8 The work shall be arranged by the contractor without causing any damage to Port's/ any other structures. Any damage caused by the contractor's operation shall be compensated/ made good at contractor's risk and cost to the satisfaction of the Engineer-in-Charge of the works, failing which department will do the rectification work and the cost incurred will be recovered from any sum due to him from the Port.
- 7.9 All plants and equipments and consumables required for the whole work shall be provided by the contractor at his own cost.
- 7.10 The contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer-in-Charge of the work and any construction so put up shall be removed by the contractor whenever the Engineer-in-Charge calls upon the contractor to do so.
- 7.11 Qualified Engineers with sufficient experience in works of similar nature shall be available at site throughout the contract period during working hours in order to receive instructions from department and to implement them properly and in time.
- 7.12 The contractor shall take all care and precautionary measures for avoiding damage or accidents to the work from ship or other water crafts movements or other operations in the area. The department will not entertain any claim from the contractor whatsoever, towards compensation for any such damage or accident occurring during the execution of the contract.
- 7.13 The contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be done at the contractor's cost as directed by the Engineer-in-charge of the work. The contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots etc. to the workmen at his own risk and cost.
- 7.14 The work shall be arranged by the contractor without causing any hindrance to the ship and other water craft operating in the area. No damage shall be caused to the

- structures in the area, water crafts operating in the area or otherwise by the contractor's operations. Any damage or accident caused by the contractor's operations shall be compensated / made good at the contractor's risk and cost.
- 7.15 The contractor shall supply at his own cost monthly or at intervals as directed by the Engineer-in-charge, well executed photographs in standard size (approximately 24x18 cm) showing the progress of the work and also such other particular item of the work.
- 7.16 No information or photograph concerning the works shall be published without the prior permission of the Chief Mechanical Engineer and drafts of all such proposal/ publication shall be submitted for approval.
- 7.17 The information and data shown in the drawing and detailed elsewhere in the tender document are furnished for general information and guidance only and the Port Authority in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the tenderer.
- 7.18 The contractor shall observe the conservancy rules relating to the Port and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work, as are required by the Engineer-in-Charge. Under no circumstances, inflammable materials be allowed to spill into Port area.
- 7.19 The Cochin Port is an International Ship & Port Facility Security (ISPS) code compliant Port and the contractor is obliged to comply with the provisions of the code in force and as amended from time to time. The site for the proposed work is a protected area and hence security rules and regulations including obtaining entry / exit passes including photo passes if any for vehicles, men and materials etc. for entering the area shall be observed by the contractor at his cost.
- 7.20 The contractor shall provide necessary arrangements as desired by the Engineer-in-Charge for inspection of work without any extra cost from commencement till completion of work.
- 7.21 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 7.22 All fossils, coins, articles of value or antiques and structures and other remains or things of geological or archaeological interest discovered in the site of work shall be deemed to be the absolute property of the Port Trust and the contractor shall take responsible precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the departmental officers of such recovery and carry out at the expense of the department, the Engineer-in-Charge's orders as to the disposal of the same.
- 7.23 The contractor shall remove any plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of work or otherwise deal with the same as directed by the Engineer-in-Charge and until the same is raised and removed, the contractor shall set on such buoys and display at night such lights for avoiding any mishaps.
- 7.24 **Water required for the construction works including curing work shall be arranged by the contractor on his own cost.**
- 7.25 The contractor shall take all precautions for not to damage any cables/pipes etc. passing through the area of work.
- 7.26 While carrying out hot works such as welding, cutting, chipping the concrete etc. the following conditions shall be strictly observed by the contractor:
- (i) Hot work shall be carried out with the approval of the Dy. Conservator's department and the work shall be done as per the instruction of the fire service personnel.

- (ii) Welding /gas cutting work shall be carried out only with the prior permission of the Marine Dept. and only when vessel carrying inflammable materials is not berthed at the existing berths near to it.
- 7.27 The contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer-in-Charge before the site is returned to the Port Trust. All such materials including debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer-in-Charge or be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the Port Trust immediately after completion of the work. In case, any such material is found left in the work site or anywhere in the Port area, rent for the storage space occupied by the contractor, either for stacking the materials /debris or for areas used for such purpose but not cleared thereafter, will be recovered as per the prevailing Scale of Rate of Cochin Port Authority, for the rent applicable for open storage space for commercial purpose, for the period for which the area had been occupied by the contractor. In addition to the above, in case the Port requires the area immediately for its use, Port will repossess the land after restoring it to its original condition, material will be confiscated and disposed off at the risk and cost of the contractor, after issuing two notices giving 15 days' time each for removing the material. All expenses incurred on this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the contractor by appropriate means.
- 7.28 **The contractor shall extend all the facilitations and cooperation for other contractors for simultaneous execution of other works in the area entrusted by Cochin Port Authority.**
- 7.29 The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time."
- 7.30 The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. Work Order shall be issued only to the contractors who are registered under EPF organisation and ESI Corporation. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.
- 7.31 The contractor shall provide, at every work place, at which 20 or more women workers are ordinarily employed, crèches of reasonable size and with adequate facility for the use of their children under at the age of six years at his risk and cost.
- 8. Workmanship**
- 8.1 All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified.
- 8.2 The whole work shall be completed in a diligent manner within the contract period and defect or imperfection if any, observed during the defect liability period/ guarantee period, shall be rectified at contractor's cost to the full satisfaction of the Engineer-in-Charge within the time allowed.

- 8.3 The work shall be arranged in the order of preference as directed by the Engineer-in-Charge of work. ~~In addition to above, contractor shall submit a Quality Assurance Plan (QAP) for the work and it shall be approved by the Engineer-in-Charge before commencing the work and shall be ensured strict compliance of the same. The QAP shall contain the details of tests to be conducted for each material to be used in the work and work.~~

9. Temporary works

- 9.1 All scaffolding, staging, bracing and other temporary works required for proper execution of the works, shall be provided by the contractor at his own cost, unless stated otherwise and that should be inclusive of all materials, labour, supervision and other facilities. The layout and details of such temporary works shall have prior approval of the Engineer-in-Charge, but the contractor shall be responsible for proper strength and safety of the same. All temporary works shall be so constructed as not to interfere with any permanent work or with the work of other agencies. If it is necessary to remove any of the temporary works at any time to facilitate execution of works or work by other agencies, such removal and re erection, if required, shall be carried out by the Contractor at the direction of Engineer-in-Charge without any delay and any extra cost on this account shall be borne by the contractor.
- 9.2 On completion of the works, temporary works if any provided by the contractor shall be removed from the site and the area shall be reinstated to the original condition at his own risk and cost.

10. Time For Completion

- 10.1 The time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the contractor. The work shall throughout the time period be proceeded with diligence, time being deemed to be the essence of the contract.
- 10.2 The completion of work may entail working in monsoon period/rainy season without any extra cost. The contractor shall take such an eventuality into consideration while quoting for the work. Normally, no extension of time will be admissible for work in monsoon.
- 10.3 The whole work shall be completed in the stipulated time, accordance with the provisions under Memorandum included under “Form of Tender” or such extended time as may be allowed under Conditions of Contract included in the GCC.

11. Working time

The normal working time of the Port Authority is from 8 a.m. to 4.00 p.m. on all working days with no interval in between. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer-in-Charge for the same. Necessary supervision will be arranged by the department and the expenditure to be incurred in this connection will be borne by the department.

12. Method of Execution

The contractor shall clearly indicate in their tender the method proposed by them for executing the various items of works. During the actual execution of the works if modifications or changes in the method of execution of work is found necessary the contractor shall obtain approval from the Engineer-in-charge of work for such modifications or changes in the method. No claim from the contractor for additional payment shall be entertained by the department on the above account.

The detailed list of equipment/machineries/tools & plants proposed to be mobilized for the deployment in the work as furnished as per **Annexure-7** of Section- I and method of execution furnished under clause above, are considered only for the technical appreciation of the proposal of the contractors and it shall not relieve the contractor of his responsibility of executing the work with the quality specified in the tender and any discrepancy occurs, the construction procedures detailed/specified in the tender will prevail. In case, any additional equipment are required to be mobilised than those listed in the tender for deployment in the work, it shall be arranged and the work executed as per the tender specifications without any extra cost to the Department.

The electrical work shall be executed in accordance with the civil work, without any delay as per the tender conditions.

13. Alterations and Additions

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

--

SECTION III
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty
electrical installations at Multi User Liquid Terminal (MULT) of
Cochin Port Authority at Puthuvypin”

2. SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions shall be read in conjunction with the General Conditions of Contract, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.
Notwithstanding the Sub-division of the documents into these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy of variations, prevail.
2. **Measurements of Work Done:**
Measurement of the work can also be done as detailed below.
 - 2.1 Executive Engineer (hereinafter called the Engineer’s Nominee) shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the Contract of work done.
 - 2.2 All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the Contract.
 - 2.3 All measurements and levels shall be taken jointly by the Engineer’s Nominee or his authorised representative and by the Contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer’s Nominee and the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
 - 2.4 Department shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorised representative does not remain present at the time of such measurements after the Contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer’s Nominee or his representative shall be deemed to be accepted by the Contractor.
 - 2.5 The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
 - 2.6 Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant

Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

2.7 The Contractor shall give not less than seven days' notice to the Engineer's Nominee or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer's Nominee or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's Nominee's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

2.8 Engineer's Nominee or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

2.9 It is also a term of this Contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

3. PHASING OF WORKS

The work has to be carried out in phases as approved by CLIENT from time to time.

4. STRUCTURAL ALTERATIONS TO BUILDINGS

4.1. No structural member in the building shall be damaged/altered, without prior approval from CLIENT.

4.2. Structural provisions like openings, pipes if any, provided by CLIENT for the work, shall be used. Where these require modifications, such contingent or works shall be carried out by the contractor, at his cost after the prior approval of CLIENT.

4.3. All cut out openings in floors provided by CLIENT shall be closed, after installing the cables/pipes/ducts in accordance with the item therefore in the schedule of work.

4.4. All cuttings made by the contractor in connection with the works shall be filled by him at his cost to the original finish.

5. SAMPLES

The Contractor shall require to provide to CLIENT samples of all the materials sufficiently in advance free of cost to obtain approval of CLIENT. Approved samples shall be retained by CLIENT until the completion of the work and all materials and workmanship incorporated in the work are to conform to the approved samples in all respects. Rejected materials shall be removed from the site

immediately under the supervision of CLIENT.

6. SCHEDULE OF QUANTITIES (SOQ)

The quantities given in the tender SOQ are tentative and shall vary as per the site/ CLIENT requirements. Only required items & quantities are to be supplied/ installed. Contractor shall take detailed site measurements, for the items like Supply of HT & LT cables, Earth strips, piping, ducting etc., before placing purchase order / taking procurement action.

Contractor shall monitor the requirements of various items and shall report to CLIENT Engineer in charge with regard to deviations in the existing items and requirement of additional / extra items, if any, for taking necessary action.

7. GENERAL REQUIREMENTS OF COMPONENTS

7.1. Quality of materials

All materials and equipments supplied by the contractor shall be new. They shall be of such design, size and material as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

7.2. Inspection of material and Equipments

Materials to be used in the work shall be inspected by the engineer-in-charge. Such inspection will be of the following categories.

- a) Inspection of materials/Equipments to be witnessed at the Manufacturer's premises in accordance with relevant BTS/Agreement Inspection Procedure. The contractor has to give inspection call for each item at least three weeks in advance. The inspection call should include (i) Name of the item (ii) Reference number of schedule of quantity (iii) Details of approval of specification/drawings etc (iv)Address of the suppliers/sub suppliers and (v) Tentative date of inspection. No item/equipment should be supplied without giving inspection call. All arrangements for conducting the inspection and testing at the factory shall be responsibility of the contractor. Inspection / despatch clearance issued by Engineer in charge does not absolve the contractor for the responsibility to meet the tender specification. After the receipt of inspection call for an item from the contractor CLIENT will depute inspectors to suppliers works. In case the offered item is not ready or inspection could not be carried out due to lack of facilities for testing etc. at supplier's works, the inspector will return and the item has to be re-offered for inspection as per its readiness. In this case all the expenses (boarding, lodging, travelling expenses etc.) of the inspector for the second inspection shall have to be borne by the contractor. In case any defect is noticed at a later stage the contractor has to rectify / replace the entire lot to meet specified standards.
- b) To receive materials at site with manufacturer's Test Certificate(s)
- c) To receive materials after physical inspection at site.

7.3. Ratings of components

All current carrying components in an installation shall be of appropriate ratings of voltage, current and frequency as required at the respective sections of the electrical installation in which they are used without their respective ratings being exceeded.

8. RESTRICTIONS IN WORKING HOURS

The number of hours working in the area might be restricted due to operational reasons and contractor will not have any claim for extra payment on this account. The contractor's staff working in the operational area will obey the instructions of authorities in clearing the site. Also prior permission has to be obtained before stacking of materials in the premises.

The work shall be done in phases, in close co-ordination with civil/electrical/air conditioning false ceiling works and other works as directed by CLIENT.

The contractor shall note that the site for installation will be made available in parts or in phases. It is the responsibility of the contractor to programme his work accordingly. No extra amount will be paid on account of site being made available in phases/parts.

9. LIQUIDATED DAMAGES

For levying LD as per General Conditions of Contract, the employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of work by the contractor, as per agreement conditions.

10. CONTRACTOR TO SUBMIT PROGRAMME

After the acceptance of his Tender, the Contractor shall submit to the Engineer-in-Charge for his approval, a detailed programme taking into account the total time period stipulated in the contract showing the order, the procedure and method in which he proposes to carry out the works.

11. PROGRESS REPORTS AND SCHEDULES

The Contractor shall submit to the Engineer-in-Charge by the third day of every fortnight, report in a duly approved format showing the progress made in the works during the previous fortnight.

The Contractor shall particularly note that the tender rates of the various items shall be inclusive of all incidental charges, if found necessary during execution and no extra shall be due therefore on any account to the Contractor.

The Contractor should see that the labour and staff employed by him behave in a proper manner and should dispense with services of such person or persons from the site as directed by the Engineer-in-charge.

12. TAXES & DUTIES

12.1 All duties, taxes including Goods and Services Tax (GST)] and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder. However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/ or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

12.2 The Contractor shall be solely responsible for all taxes that may be levied on the Contractor or on the earnings of any of his employees or personnel engaged by him and shall hold the Owner/Purchaser indemnified and harmless against any claims that may be against the Owner/Purchaser in this behalf. The Owner/Purchaser does not undertake any responsibility whatsoever regarding taxes under Indian Income Tax Act of the Contractor or his personnel. If it is obligatory under the provision under the Indian Income Tax deduction of Income Tax at source shall be done by the Owner/Purchaser.

12.3 Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the contractor and the same will be deducted from contractor's bills while making payment or when

crediting amount to contractors account.

12.4 The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST. GST shall be shown separately. Payment of GST is responsibility of bidder/contractor.

12.5 However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by Paying Authority as per rule.

If the Input Tax Credit (ITC) claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to HCSL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

12.6 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The Company reserved the right to deduct / withheld any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

13. AUTHORIZED PERSONAL

The Contractor shall engage an authorised agent experienced and qualified technical personnel for managing and supervising the work and shall see that all of them are always at the work spot during the working hours, personally checking all items of work. He shall take such orders as may be given to him by the Engineer-in-charge from time to time and shall be responsible to carry them out properly. In case contractor fails to provide an agent as per terms given above, CLIENT reserves the right to deduct a reasonable amount from the contractor's bill, subject to a maximum of Rs.25, 000/- per month, for every month of absence.

14. TEST REPORTS OF EQUIPMENTS

On completion of tests of equipment at manufacturer's works, the Contractor shall furnish four copies of test certificates to the Owner for approval and subsequent dispatch clearance. The test report shall invariably indicate identification data, including model no., sl. no. etc. of the equipment, method of application and duration of test along with test results. Only on approval of these test results by the Owner or Owner's representative, dispatch clearance will be issued for dispatch of material to site. Traceability certificate in original of testing equipment shall be submitted to the owner or his representative attending tests and a copy of the same shall be attached with the reports.

15. LIST OF APPROVED MAKES

It will be deemed that the contractor has priced the respective items on the basis of the approved makes. List of approved makes applicable for the contract is placed at respective volumes of technical specification.

- i) Where makes have not been indicated in the approved make list, such items shall be of ISI marked/reputed brands/UL certified. Reputed brand implies a brand which is supported by nationwide sales & service distributors/dealers/network/centers. And all such items shall be got approved from Engineer-In-Charge.
- ii) Wherever “equivalent” mentioned against makes, suitable evidence shall be produced and get the prior approval of such makes from the Engineer-In-Charge.

16. TESTING AND MEASURING EQUIPMENTS

Equipment for measurement of work and testing the installation shall be procured by the Contractor for their use at their own cost. The same shall also be made available to CLIENT without any charges to CLIENT.

17. SITE MAINTENANCE DURING CONSTRUCTION

The Contractors shall time to time clear and remove all rubbish and obstructions from the site and the work area shall be kept clear and unobstructed at all times. Nothing extra shall be paid on this account.

18. CONTRACTOR’S STAFF AND LABOUR

20.1. Workers above 60 years of age and below 18 years of age shall not be deployed by the contractor. All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour, labour union, any Outside union, subcontractor will be contractor’s responsibility. Loss of day in this regard should not be claimed for any hindrance at site. The workers engaged for works should have sufficient knowledge and experience in the respective fields. This shall be proved to the Engineer. The Owner may at any time request the contractor to remove from the Work/Site contractor’s / subcontractor's supervisor or any other authorized representative including any employee of the Contractor or his Sub-contractor(s) or any person(s) deployed by Contractor for professional incompetence or negligence or for being deployed for work for which he is not suited.

20.2. The Owner may at any time object to and require the Contractor/sub-contractor to remove forthwith from the Site a supervisor or any other authorized representative or employee of the Contractor's /sub-contractor(s) or any person(s), if in the opinion of the Owner, the person in question has misconducted himself or his deployment is otherwise considered undesirable by the Owner, the contractor/sub-contractor shall forthwith remove and shall not again deploy the person in question of the Work Site without the written consent of the Owner.

20.3. The workmen deployed by the contractor are strictly banned from use of any kind of Narcotics drugs / Alcohol / smoking etc. at site and any illegal activity by the work men should be reported to Engineer without delay and the contractor shall remove such persons from the work site forthwith.

19. STATUTORY APPROVALS

~~The scope of work also includes obtaining Initial and final approval/ NOC for the system from State Fire Department/concerned departments /local bodies/ other statutory bodies and liaison work with the department. All incidental expenses in this regard shall be borne by the contractor however the statutory fees paid to the authorities will be reimbursed at actual on submission of documentation evidence.~~

- a) All the equipment to be supplied and works to be executed should conform to the Electrical Inspectorate/CEA Standards including all protection and metering accessories.
- b) Contractor has to obtain necessary scheme approval (NOC) for various facilities, if any, from the Electrical Inspectorate/CEA immediately after the award of work. Electrical works are included in different packages. However the scheme approval and final approval from KSEI shall be obtained by the electrical contractor having A Grade license issued by KSEI.
- c) All testing/calibration, etc. are to be carried out as per the requirements of statutory authorities. The tests/calibration certificates shall be submitted to CLIENT
- d) On completion of work, the contractor has to obtain necessary safety / energisation certificate from Electrical Inspectorate / CEA by submitting necessary completion certificates, drawings, equipment details, load details, test results, etc. before energisation.
- e) All costs incurred in obtaining such approval/certificates are to be borne by the contractor. Statutory fees paid shall be reimbursed on presentation of documents.
- f) If the current rating of any of the switchgears including circuit breakers mentioned in the Schedule of requirements is not available or is not in conformation to the Inspectorate standards then it shall be rated to the nearest higher rating available with the current rating/fuse rating as specified.
- g) Obtaining approval from authorities like Navy, Railway, National Highway, Corporation, Traffic Police, PTCC etc. for laying of cables along side roads, railway lines, crossing of roads/railway line etc. before commencement of work, shall be the sole responsibility of the contractor.
- h) The Electrical works shall be carried out as per Central/State Electrical Inspectorate standards/specifications /guidelines and the contractor shall get the approval and safety certificate from the inspectorate after the completion of work and before energisation.
- i) The Contractor shall comply with proper and legal orders and directions of local or public authority or municipality and abide by their rules and regulations and pay all fees and incidental charges which may be liable during the contract period.

20. PERFORMANCE TESTING

22.1. At Manufacturers works

Before dispatching the equipment to site, the equipment will be inspected at the discretion of the CLIENT and tested for various parameters as detailed in the Technical Specifications, by the officials of CLIENT/Consultants at the manufacturer's works and then cleared for shipment. The tenderer shall give adequate notice to enable CLIENT to plan their visit for such tests/inspection. The inspection conducted will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

22.2. At site

- (a) On-site testing shall be conducted to ensure that the machine performance continue to be with the contracted performance parameters for which contractor shall make necessary provisions during installation which will

enable testing of the machines.

- (b) All the required equipments and measuring instruments for carrying out the testing has to be arranged by the contractor. The instruments used shall be calibrated to test and the valid certificate of calibration should be submitted to the CLIENT's Engineer in charge.

21. COMMISSIONING AND HANDING OVER OF EQUIPMENTS

23.1. DEFECTIVE WORKS

If the works or any portion thereof shall be damaged in any way excepting by the acts of the Purchaser, or if defects not readily detected by prior inspection shall develop before the final completion and acceptance of the whole work, the Contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the Purchaser/Engineer. In no case shall defective or imperfect work be retained.

23.2. INITIAL TRIAL

On completion of works, erection of equipment, each item of the work / equipment as applicable shall be thoroughly cleaned and inspected jointly by the Owner / Consultant and Contractor for correctness and completeness of installation and acceptability for initial trials of the equipment by the Contractor & Owner. During the above joint walk down, the list of equipment deficiency & defects shall be prepared and for such a punch list, action shall be initiated by the Contractor in agreed time frame. The list of tests to be performed prior to initial trials shall be mutually agreed and included in the Field Quality Plan by Contractor. Prior to starting of initial trials all site tests, calibrations and parameter settings as indicated in the technical specification shall be carried out. The purpose of these trials is to ensure integrity of each individual equipment for its operation in the system for initial operation.

23.3. INITIAL OPERATION

After successful completion of works, initial trials of all the individual equipment, all equipment's shall be operated together as a system. The purpose of this initial operation is to ensure integrity of all the sub-systems which compose the total system. Based on the observations made during initial operation, necessary corrections shall be effected in the equipment / systems to ensure proper integrated operation of the system. After satisfactory completion of initial operation for each equipment & sub-system, the complete equipment shall be considered ready for trial operation/performance guarantee testing. The Contractor has also to ensure that he trains Owner's Engineers at site dealing with this system in proper way. During commissioning of major equipment, contractor has to ensure the presence of commissioning Engineers of OEMs wherever required.

24. TRIAL OPERATION / PERFORMANCE GUARANTEE TEST

The method of trial operation, duration and loading conditions shall be discussed with the Engineer and a plan shall be prepared. During the period of trial operation, all the necessary adjustments in the plant/ equipments shall be made by the Contractor to establish that the complete system as a whole with all subsystems and with all standby equipment is ready for continuous operation. During these trials, all the standby equipments also shall be run alternatively and continuously to prove their performance.

A trial operation report comprising of dates and duration of trial, observations and recordings of various parameters to be measured shall be prepared by the Contractor and signed jointly by the Engineer and the Contractor. If the trial operation is not satisfactory, then based on the observations during trial operation, necessary modification/repairs to the plant/ equipment shall be carried out by the Contractor and on

completion of such works, the trial operation shall be repeated again as per the relevant procedures.

25. FINAL ACCEPTANCE:

Final acceptance of the equipment/system is after obtaining statutory approvals from all statutory authorities as applicable as per Clause 22 of SCC.

26. HANDING OVER / CERTIFIED DATE OF COMPLETION

Up on the satisfactory commissioning of the entire system, the system shall be observed for 15 days. After this satisfactory trial period, the work shall be handed over officially and completion date recorded by Engineer-in-charge with all the prescribed formalities for handing over.

This date shall be reckoned, as the certified date of completion and the defects liability period shall commence from this date.

Until the handing over of the installation, the responsibility lies with the contractor for safety, upkeep etc.

26.1. COMPLETION CERTIFICATE

For all works completion certificate shall be submitted to CLIENT, after completion of work.

It is the responsibility of the contractor to provide and make arrangement of all spares including consumables for carrying out periodical/preventive maintenance during warranty / defect liability period without any cost to CLIENT. However, the tenderer should furnish a list of spares, they plan to make available at site, to take care of warranty period. These spares shall be supplied along with the equipment. In case, any spares are required other than the listed spares, contractor will provide the same without any cost to CLIENT including customs duty.

27. PAYMENT TERMS

27.1. Bills shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Engineer or his nominee, and signed by both Contractor and Engineer or his nominee shall be followed.

27.2. Payment for Electrical and Mechanical works shall be regulated as detailed below:

27.2.1. The Contractor shall be entitled upon certificates of the Engineer or his nominee to payments in accordance with the following provisions:

a) **For supply portion :** 75% of the value, as certified by the Engineer or his nominee, of the materials from time to time delivered on the site.

Balance 25% after completing the work in all respects, commissioning and handing over the installation to the Employer to the satisfaction of the Engineer and his nominee and his certification.

b) **For erection portion :**

i) 85% of the value as certified by the Engineer or his nominee, of the installation portion on completion of the erection work under contract, for which payments are claimed.

ii) Balance 15% along with other payments if any, after completing the work in all respects, commissioning and taking over the installation by the Employer to the satisfaction of the Engineer and his nominee and his certification.

27.2.2. ~~For HT works, the work shall not be considered as completed until the installation is energized after obtaining approval certificate from Central Electrical Authority(CEA) and upon the issuance of taking over certificate by Engineer or~~

~~his nominee. The final payment shall be made only after taking over the installation by the Employer.~~

- 27.2.3.** Running Bills shall be paid as per contract condition within 21 days of date of submission of bills in full shape by the Contractor on the jointly agreed quantities. However 50 % of the bill amount shall be paid within 10 days of submission of the bill, if on request by the Contractor. Balance amount of the verified bill shall be paid within 21 days of the submission of the bill.
- 27.2.4.** For final bill: The Final Bill shall be paid within 2 months on submission of CEA approval for energizing the installation if required, commissioning and taking over the installation. The Contractor shall submit final Bill within 10 days of issue of Taking over Certificate. Engineer or his nominee shall check the bill within 20 days after its receipt and return the bill to Contractor for corrections, if any. The Contractor should re-submit the bill with corrections within 15 days of its return by the Engineer or his nominee. The re-submitted bill shall be checked and paid within 15 days of its receipt.
- 27.3.** All the interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer or his nominee relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer- or his nominee-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
- 27.4.** Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
- 27.5.** No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- 27.6.** If an amount certified is increased in a later certificate as a result of an award by the Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in the award. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 27.7.** Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 27.8.** All payments to the Contractor under the contract shall unless otherwise stated elsewhere be made to the Contractor in Indian currency through e- payments through designated Bank.

28. MEASUREMENTS

The quantities set out in the Schedule of quantities (Price Bid) are the estimated quantities of the work, but they are not to be taken as the actual and exact quantities of the Work to be executed by the Contractor in fulfillment of his obligations under the Contract. The payment shall be made for actual measured quantity both for supply and installation. In this case the quantity shall be taken after installation, i.e. only installed

portion of the work after completing the work would be measured. Scrap and balance materials would not be measured and hence no payment would be made for the same. It may be noted that payment against the supply of items, in any case shall not exceed the final measured quantity. However Electrical works related to mechanical works is treated as a package and the amount is on lump sum basis for the successful completion of the work. Additional payment, if any released during the supply of items more than the final measured quantity, corresponding payment shall be adjusted later, while processing subsequent bills after the final measurement.

29. PARTIAL TAKING OVER

CLIENT reserves the right to take over a portion of the work which is completed in all respects before the handing over of the entire work if the remaining portion of the work is getting delayed. The operation of such completed works taken over by CLIENT, during the defect liability period, shall be under the scope of the contractor.

30. ACCOMMODATION/SITE OFFICE

CLIENT will not provide any quarters for the accommodation of contractor's personnel. The contractor shall make his own arrangements at his cost for accommodation/medical aid/treatment for staff and workers engaged by him on this project, and the contractor should ensure water supply, sanitation, access roads, electrification and general cleanliness of his camps, as required by labour laws in force. All arrangements regarding sanitation, water supply, electric supply and cleanliness shall be tidy and workman like and shall be got approved by the Engineer-in-Charge prior to the construction of the camps.

Warehouse, shed, shop and office facilities as required by the contractor shall be provided by him at his own expense, and shall be approved by the CLIENT. After the work is over, all these temporary facilities shall be removed by the contractor at his own expense to the satisfaction of Engineer-in-Charge/CLIENT within 30 days from the date of completion of work.

31. WATER AND ELECTRIC SUPPLY

Electric power required for the work can be supplied by the department from the nearest existing line of the Port Trust at prevailing rates as per the prevailing term and conditions of Cochin Port which may be amended time to time. If electric power is supplied by the department, the Contractor shall make payment of monthly electricity bills. The cost of drawing temporary lines/ cables/ providing switches and making connection and metering arrangements etc, shall be borne by the Contractor. If there is any disruption in the power supply due to supply failure/ restrictions imposed by the Kerala State Electricity Board, the department shall not be held responsible and the Contractor has to make suitable alternative arrangements at their cost.

The CLIENT will not be responsible for the supply of water to the Contractor.

32. PRICES

The rate quoted for all items (Imported and Indigenous) shall be in Indian Rupees only. Price shall be Inclusive of all taxes & duties, labour, tools & plants, packing, freight/ transportation & insurance up to the site, loading, unloading, fee (s) for testing, inspection, documents etc. excluding GST .

Fee(s) payable for obtaining statutory license/approval etc from concerned department shall be reimbursed by CLIENT on actual basis on production of original receipt from concerned department.

CLIENT does not give any concessional forms/ certificates/ permits towards any taxes, duties & other levies likeroad taxes/ permits, etc.

All items shall be fully insured by the contractor. **The cost of Insurance and Freight & handling charges shall be paid by the contractor. The documents in support of**

insurance policy shall be submitted to CLIENT as well as the supplier before shipment.

The contractor shall send the goods to consignee i.e., CLIENT in a fully packed condition as per requirement of component/equipment and fully insured.

The contractor shall be solely responsible to ensure the following:

- a. Sound packing of equipment / components.
- b. Shipment of the items by the due date as per schedule.
- c. Insurance.
- d. Forwarding and transshipment of equipment/components up to the destination.
- e. Insurance of Inland transshipment.
- f. Receipt of equipment at site and safe custody till they are installed, tested and commissioned & taken over by CLIENT.
- g. Execution, installation, testing and commissioning of the installation as specified in the tender.
- h. Handing over of installation to the authorized representative of CLIENT.

33. GUARANTEE / WARRANTY

All the items of equipment and installations shall be guaranteed to be free from defective workmanship or materials for a period of 1 year from the date of handing over. The Contractor at his own cost shall rectify any defect /replace material that may appear during the period.

During this period, the contractor shall without any extra cost, carry out all routine and special maintenance of the works executed by him and attend to any difficulties and defects that may arise in the day to day operation of the system within 24 hrs. Of complaint reported by CLIENT.

The Contractor shall guarantee that all material, machinery, Consumables and components, supplied, fabricated, designed and installed by him shall be free from defects due to faulty material and/or workmanship and that the system shall perform satisfactorily, and the efficiency of the system and all the components shall not be less than the values laid down in the specifications and the capacities shall be at least equal to those specified. During the guarantee period any or all components found to be defective shall be replaced or repaired free of charge and shortcoming found in the system as specified shall be removed at no extra cost. The Contractor shall provide the necessary personnel and tools for fulfilling the guarantee. If the defects are not remedied within a reasonable time, CLIENT may proceed to get the defects remedied at the Contractor's risk & expenses without prejudices to his right. The Contractor shall without any cost to the Employer carry out during the guarantee period all routine and special maintenance of the system and attend to any defects that may arise in the operation of the system.

The Contractor shall hold himself fully responsible for reinstallation or replace free of cost to CLIENT during the defect liability period as stipulated hereunder.

- a) Any defective material supplied by the Contractor or defective workmanship of the Contractor.
- b) Any material supplied by CLIENT which is proved to be damaged or destroyed as a result of defective workmanship by the Contractor.

34. ARRANGEMENT OF MATERIALS

All the materials required for this work should conform to relevant BIS Specifications unless otherwise specified. The copies of Purchase Vouchers & Gate Passes should be produced along with the materials. The test certificates, Routine test certificates and

acceptance test certificates are also to be submitted.

35. STORAGE OF MATERIALS

The storage and custody of materials brought to site is the full responsibility of the contractor. Necessary store rooms if necessary should be constructed by the contractor. The land required for stores will be provided by the CLIENT free of cost. The store should have double lock arrangement with one key with the CLIENT Engineer-in-charge and the other with the Contractor. **All materials supplied by the contractor should be covered under storage insurance.**

36. PROCUREMENT OF MATERIALS

Contractor shall make his own arrangements for the timely procurement of all materials required for the work. Status of procurement of every item required for the project is to be submitted every week. In case materials are not supplied in time, Engineer in charge will arrange for procurement directly from the supplier and the expenses incurred will be deducted from the contractor's bill. Immediately on award of contract, the contractor has to submit the list of makes of item, which he is planning to procure for the project and approval has to be obtained from the engineer in charge. After the make approval, detailed specification/drawings/ test reports etc of every item has to be submitted.

37. BYE-LAWS

- a) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Contractor shall indemnify CLIENT against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, licence fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

- b) The Electrical works shall be carried out as per the local electrical inspectorate standards/specifications/guide lines and the contractor shall get the approval and safety certificate from the inspectorate after the completion of work and before energisation.
- c) The Contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
- d) The contractor should liaise with local authorities to ascertain the underground cables, pipes, ducts etc., if any, in the areas of construction site and furnish to the Engineer-in-Charge the information and precautions that are being taken to avoid damages.
- e) The work shall be carried out without infringing on any of the local Municipal Bye-Laws.

38. SUBCONTRACTS

The Contractor shall be fully responsible to CLIENT for the acts and omissions of his subcontractors and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons employed by him.

Nothing contained in the contractual documents shall create any contractual relation

between any subcontractor and the CLIENT.

In case of specialized nature of work requiring very high quality stipulations, such works shall not be subcontracted unless:-

- a) The subcontractor firm has sufficient expertise, equipment/plant back up and experience in the similar nature of work.
- b) The subcontractor firm has sufficient financial background. The firm should have atleast 20% of the value of work to be sublet as net assets.
- c) The subcontractor firm has a track record of completing the works on time and to the quality stipulations.
- d) The subcontractor firm has not run into litigation/ arbitration in the past three years with the clients.

In no event can any delay or unsatisfactory work conducted by the subcontractor can either be accepted or can be contractor adduce such delay or unsatisfactory work attributable to subletting of work. The main contractor shall be fully responsible for the contract and Management of subcontractors.

39. CONFORMITY TO RULES AND REGULATIONS

39.1. The work shall be carried out in the best workmanlike manner in conformity with this specification, the relevant specification/codes of practice of the Bureau of Indian Standards or IEC recommendations (Except where specified otherwise) and other relevant Indian/International standards with latest amendments, approved drawings and the instructions issued by the Engineer-in-charge or his authorised representative, from time to time. Equipment meeting any other authoritative standard, which ensures an equal or better quality than the above standards, will also be acceptable.

39.2. In addition to the standards, all works shall also conform to the requirements of the followings:

- a) All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act- 2003, Indian Electricity Rules 1956 amended upto date (Date of call of tender unless specified otherwise)
- b) The works shall also conform to relevant Bureau of Indian Standards' Codes of practice (COP) for the type of work involved.
- c) Materials to be used in work shall be ISI marked/UL certified wherever applicable.
- d) In all electrical installation works, relevant Safety codes of practices shall be followed.
- e) Fire Insurance Regulations.
- f) Regulations laid down by the Chief Electrical Inspector of the State Electrical Inspectorate/State Electricity Board/ Central Electrical Authority or any other agencies concerned.
- g) Regulations laid down by Fire & Rescue Services and National Building Code.
- h) Any other regulations laid down by the local authorities.
- i) Installation & operating manuals of original manufacturers of equipment.

40. CONTRACT DOCUMENTS

The Contract document is confidential and must strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers, if necessary) and to the purpose of the contract.

41. PLAN OF OPERATION AND CO-ORDINATION

For execution of the work under the contract the contractor shall be required to co-ordinate his work with that of other contractors performing works at the site and also

in the same areas. So far as practicable all contractors shall have equal rights to use all roads, ground and facilities made available for the joint use of the contractors. The contractor shall permit such works to be carried out without any hindrance and fully co-ordinate his activities with other agencies. No compensation or claim for such contingencies shall be entertained.

42. SAFETY

The contractor shall take necessary precautions to ensure safety of his crew, materials, equipment and the works during the period of the contract. No claim from the contractor for loss of or damage to equipment, materials, crew of the works during the course of the work due to natural causes like cyclones, gales, floods, rains or other cause or combination of causes will be entertained by CLIENT. The contractor shall be fully liable to compensate CLIENT for any loss or damage to works till the time of taking over of the work by CLIENT.

43. ASSISTANCE FOR TAKING MEASUREMENTS

The contractor shall provide necessary labour and assistance to the Engineer-in-charge for checking layout, alignments, levels and other survey works connected with the execution of work and also for taking measurement for finalised works at no extra cost.

44. SCHEDULE OF QUANTITIES AND RATES

The schedule of quantities to be read in conjunction with these Particular Specifications, special conditions, general conditions of contract, specifications, drawings documents forming part of this contract. All corrections in the tender schedule shall be duly attested by the dated initials of the tenderer. Corrections which are not attested may entail the rejection of the tender. The tender document should be signed and returned without detaching any part of the document. Rates shall include labour, materials, tools, plants, appliances, transport, equipment, taxes, duties, water and power supply, metering and consumption charges, temporary plumbing, cost of cistern sheds for materials, contractor's supervision, overheads, profits, general risks or liabilities and all that is necessary for the satisfactory completion of the job. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever other than what is approved in the contract.

45. SITE INVESTIGATION

The contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and uncertainties of weather, or similar physical conditions of the site, the conformation and conditions of the ground, the character, the quality and quantities of surface and sub-surface materials to be encountered, including the subsoil water levels, the character of equipment facilities needed preliminary to and during the progress of the work, and all other matters upon which information is reasonably obtainable and which can in any way affect the work or his cost thereof under this contract. Any failure of the contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for not estimating properly the difficulty or cost of successfully performing the work. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with drawings and specifications. The contractor shall note that if any clarifications regarding specifications, conditions of contract, schedule of quantities, scope of work, etc. are required, he should contact the Engineer-in-Charge, CLIENT. No claim on account of ambiguity in any respect will be entertained.

46. DRAINAGE ARRANGEMENTS

The contractor shall control the grading in the vicinity of the buildings and trenches, so that surface water is prevented from running into excavated areas. The contractor shall also be responsible to see that no area around his works becomes flooded during the rainy season because of his piled up material, etc. and subsequently flood other buildings. At the discretion of the Engineer-in-charge the contractor shall take steps to prevent flooding. It shall be the contractor's responsibility to keep areas around his work dry. The cost of repairing flood damage shall be the sole responsibility of the contractor.

47. TESTING AND MEASURING EQUIPMENTS

Equipment for measurement of work and testing the installation shall be procured by the Contractor for their use at their own cost. The same shall also be made available to the Engineer-in-charge without any charges to CLIENT. Equipment for measurement shall be made available at site for use of Engineer-in- Charge and shall be periodically calibrated.

48. SECURITY RULES

The contractor shall follow all Security rules existing in the Port premises and strictly adhered to security norms. The Port security is under CISF and entry to the restricted area will be subject to security checks and other security procedures existing in working Ports. Only selected persons will be permitted to enter to restricted areas under special permission as required for the completion of the project.

The contractor shall also follow at site all Security rules as may be framed by the CLIENT from time to time regarding removal of materials from site, issue of identity cards, control of entry of personnel and all similar matters. The contractor and his personnel shall abide by all security measures imposed by the Managing Director or his duly authorised representative from time to time.

The contractor shall take ultimate care while working in a running port and minimize nuisance to the public. All the work sites shall be separated by providing temporary partitions as directed by Engineer-in-charge. Fencing, partitions, signages shall be provided as per directions of Engineer-in-charge.

SECTION IV
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and
faulty electrical installations at Multi User Liquid Terminal (MULT)
of Cochin Port Authority at Puthuvypin”

TECHNICAL SPECIFICATIONS

1 SCOPE OF WORKS

The subject proposal covers the works of :

- (i) Repairing /painting /replacement of the damaged Street light poles , arms, fittings, etc
- (ii) Supply /Repair and Fixing different types of ordinary/Flame proof LED lamps
- (iii) Supply/Repair and Fixing different types of LED street light Flood lights
- (iv) Supply /Repair and Fixing LED tube light fittings in Pump Room, DG set etc
- (v) Supply/Repair of Junction boxes, MCBs etc for Street light poles.
- (vi) Removing water, cleaning, Painting, marking, checking insulation values etc for Earth pits
- (vii) Supply and laying of the 4CX 6Sqmm Cu UG cable for street lights etc. after excavation of ground etc as required
- (viii) Supply /Repair of safety equipments like rubber mat, fire buckets etc
- (ix) Providing cement concrete around the panels and raising the areas.

DETAILED TECHNICAL SPECIFICATION

1.1 General specifications

In addition to the above, the scope intends to cover but not restrict to the following activities, services and works.

1. Complete design and engineering of all the systems, sub-systems, equipment, material and services.
2. In addition to the requirements indicated in Technical Specifications, all the requirements as stated in relevant regulations stipulated for successful commissioning of the installation also be considered as part of this specification and Contractor is bound to compliance of the same.
3. The Contractor shall be responsible for the overall management and supervision of works. He shall provide experienced, skilled, knowledgeable and competent personnel for all phases of the project, so as to provide the Employer with a high quality system.

1.2 Testing and commissioning

The scope includes testing and commissioning of all equipment, sub-systems and systems of the project and putting them into successful commercial operation. The scope shall include but not limited to the requirements given elsewhere in the specification. The Contractor shall be responsible for providing all necessary testing and commissioning personal, tools and plant, test equipment, etc.

The Contractor shall identify all interface issues with Employer and other agencies, and shall be responsible for each interfacing, coordination and exchange of all necessary information.

1.3 COMPLIANCE OF ELECTRICITY ACT, REGULATIONS, ETC.

Contractor is required to follow statutory regulations stipulated in Electricity Act 2003, Indian telegraph act 1889, Electricity (Supply) Act 1948, Indian Electricity Rules 1956, CEA (Regulation relating to safety of electrical installation) Regulation 2010, with all amendments till date and other local rules and regulation referred in this specifications.

The Contractor shall comply with all the statutory rules and regulations prevailing in the state of Kerala including those related to safety of equipment and human beings.

The Bidder shall possess at least “B” class electrical license issued by the Kerala State Electricity Licensing Board.

The Contractor shall do complete coordination with all local and statutory agencies for execution of complete works including obtaining clearance for energizing of the HT system upon completion of entire works.

The Contractor shall be responsible for transportation to site all the materials to be provided by the Contractor as well as proper storage and preservation of the same at his own cost, till such time the erected installation is taken over by the Employer.

Chipping, grouting, etc as recommended shall be done for completion and installation work on the finished floor, wall, roof, etc. It is the responsibility of the contractor to supply all necessary materials and to bring the disturbed surface to the original finish. Touch painting of scratches found on equipment, other painted metallic surfaces, galvanized, etc. associated with this work is also included in the scope of contractor without any extra cost. Base steel structures shall be painted with 2 coats of epoxy primer and 2 coats of epoxy paint.

1.4 GENERAL SPECIFICATIONS FOR WIRING

All the switches, plugs etc. shall be of modular type with plates, cover etc. complete. All cables shall be Fire Retardant PVC insulated copper conductor multi stranded cable. Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm Fire Retardant PVC insulated copper conductor multi stranded cable in surface / concealed medium class Capping and casing, with Modular type switch, modular plates, suitable size M.S. box and earthing the point with 1.5 sq.mm. FRLS PVC insulated multi stranded core cable etc as required All inter connections shall be provided as follows:

- A. The following shall be deemed to be included in the wiring.
 - a. Modular Switch, plates, cover, connector etc as required.
 - b. Earth wire from the distribution boards to all current carrying apparatus through switch boards, M. S. Boxes etc.
 - c. All metal blocks, boards, covers and M. S. Boxes, recessed or surface mounted including those required for mounting fan regulators but excluding those for fixing the distribution switch boards.
 - d. All fixing accessories such as clips, nails, screws, phil plug, rawl plug etc. as required.
 - e. Wiring for Plug & sockets/power points for AC etc. from the DB's etc. with PVC capping and casing etc. in complete.
 - f. Looping in the same switch board and inter connections between points on the same circuit.
- B. All points in the distribution system shall be measured under point wiring

irrespective of length of circuit from the respective switches to the Plug points/ceiling rose/connector etc.

- C. In the case of plug points the point length shall be measured from the DB to individual plug socket.
- D. Power wiring shall be kept separate and distinct from lighting and fan wiring. All conductors shall run as far as possible along the walls and ceiling so as to be easily accessible and capable of being thoroughly inspected except for concealed system. In all types of wiring due consideration shall be given for neatness, good appearance and safety. The balancing of circuits in 3 wires on poly phase installation shall be arranged to the satisfaction of Engineer-in-charge. In large/important rooms light fans and socket outlet points shall be distributed over more than one circuit as directed by the Engineer-in-charge.
- E. All Civil works connected with this contract like plastering, grouting, making holes for providing fans, making good any damages caused etc shall be done by the contractor. The wall/ ceiling etc shall be re plastered by providing original surface coating using putty, paints etc as required. No additional cost shall be given for repairing/resurfacing the wall, ceilings etc.
- F. For power points the Metal clad sockets will be supplied by C.P.T and connections shall be given by the contractor.
- G. The plug sockets shall be earthed continuously using separate multi stranded Cu wire.
- H. Damaged MCBs and timers shall be replaced or repaired according to the extent of damage. Cables from junction boxes to the lamp fittings shall be checked, properly laid and connections shall be given with good quality connectors/glands etc. Cables laid along the road for street light poles shall be checked and if found faulty the fault shall be rectified or shall be re-laid with new cable. The excavated portions for the purpose of checking shall be resurfaced with soil/bitumen as per the original condition. After rectifying all the defects of poles , arms , fittings and junction boxes, painting shall be done after applying primer.

1. TECHNICAL SPECIFICATIONS OF ELECTRICAL WORKS

Sl.No.1 Straightening the bended Street light Poles and realigning the poles.

GI Street light poles are erected along the road and approach trestles of both jetties at MULT area. The poles which are found bent shall be straightened by proper method and realigned. After the work AL/GI spray paint shall be provide for neat appearance as required.

Sl.No.2 Repairing/ welding / painting the damaged Street light arms by providing suitable supports/pipes in top of the pole.

Proper GI supports/pipes shall be provided on top of the street light poles for damaged street light arms for supporting the light fittings. Damaged arms shall be repaired /welded; welding joints shall be properly applied primer and epoxy/marine paint. The fully damaged arm cannot be repaired shall be replaced with suitable arm with supports. The existing supports provided in the arm for fixing the lights shall be re-welded, damaged supports shall be replaced with suitable GI supports, repainted with Epoxy primer/paint and painted with AL /GI spray paint.

Sl.No.3 Repairing the damaged ordinary Street light fitting, supports, Giving connections, repainting etc.

The fittings shall be repaired and the faulty components shall be replaced. Drives/Gaskets etc shall be replaced if damaged/ faulty. The fittings shall be properly fixed on to the

arms by suitable GI clamps by fasteners /welding, replacing the existing damaged clamps, re- welding the old supports, repainted after proper treatment etc. as per the requirements The fittings shall be sealed with proper materials for preventing rain water entering inside.

Sl.No.4 Repairing the damaged Street light fitting Flame Proof, replacing the drives, gasket washers Giving connections etc. 70/90W

The fittings shall be repaired and the faulty components shall be replaced. Drives/Gaskets etc shall be replaced if damaged. The fittings shall be properly fixed on to the arms by suitable GI clamps by welding, replacing the existing damaged clamps, re-welding the old supports, repainted after proper treatment etc. as per the requirements The fittings shall be sealed with proper materials for preventing rain water entering inside. The fittings shall be tested and commissioned after the repair work.

Sl.No.6- Supply and fixing of Ordinary LED lamps street light, 45/70W

Includes supply and fixing the LED street lights for areas where the lights levels are less. The lamps shall be provided with suitable clamps, fixtures etc. including supply of same. Where replacement of faulty lamps is required the old one has to be removed and fitted with new one after removing the old connections etc as per requirements. Repainting to the existing supports with marine grade epoxy paint has to done without any extra cost.

Sl. No.	Item	Rating
1.	System wattage	45/75W
2.	IP	66
3.	Integral	4KV
4.	Operating Voltage	120-270V, 50Hz
5.	Surge Protection	10KV
6.	Efficacy	120Lm/W
7.	PF	>.95
8.	Material	Pressure die cast AL(IK-08) with polycarbonate/ toughened glass.
9.	Others	5700K, 50000Hrs, Secondary lens

Sl.No.6a/6b- Supply and commissioning of 100/150 W LED Flood lights

Includes supply and fixing the LED Flood lights for areas where the lights levels are less. The lamps shall be provided with suitable clamps, fixers etc. including supply of same. Where replacement of faulty lamps is required the old one has to be removed and fitted with new one after removing the old connections etc as per requirements. Repainting to the existing supports with marine grade epoxy paint has to done without any extra cost.

Sl. No.	Item	Rating
1.	System wattage	100/150W
2.	IP	66
3.	Integral	4KV +10KV
4.	Operating Voltage	120-270V, 50Hz
5.	Surge Protection	10KV
6.	Efficacy	120Lm/wattage
7.	PF	>.95
8.	Material	Pressure die cast AL (IK-08) with polycarbonate/ toughened glass.
9.	Others	5700K, 50000Hrs, Secondary lens.

Sl.No.7a: Supply and fixing of Out Door Flame Proof LED luminary 150W

Includes supply and fixing the LED Flame proof Flood lights for areas where the lights levels are less. The lamps shall be provided with suitable clamps, fixtures etc. including supply of same. Where replacement of faulty lamps is required the old one has to be removed and fitted with new one after removing the old connections etc as per requirements. Repainting to the existing supports with marine grade epoxy paint has to be done without any extra cost.

Sl. No.	Item	Rating
1.	System wattage	150W
2.	IP	66
3.	Integral	4KV +10KV
4.	Operating Voltage	120-270V, 50Hz
5.	Surge Protection	10KV
6.	Efficacy	110Lm/wattage
7.	PF	>.90
8.	Material	Die Cast Aluminium Enclosure Special Designed Aluminium, Heat sink, Heat resistant toughened glass.
9.	Others	5700K, cool white, 50000Hrs, Secondary lens, Beam angle 120 degree, CIMFR, BIS, PESO
10.	Application :	Hazardous area zone 1 &2
11.	Mounting Type	Pendant / Surface

Sl.No.7b and 7c : Supply and fixing of Outdoor Flame Proof well glass LED luminary 40/60W

Sl. No.	Item	Rating
1.	System wattage	40/60w
2.	IP	66
3.	Integral	4KV +10KV
4.	Operating Voltage	120-270V, 50Hz
5.	Surge Protection	10KV
6.	Efficacy	110Lm/wattage
7.	PF	>.90
8.	Material	Die Cast Aluminium Enclosure Special Designed Aluminium, Heatsink, Heat resistant toughened glass.
9.	Others	5700K, cool white, 50000Hrs, Secondary lens, Beam angle 120 degree
10.	Application	Hazardous area zone 1 & 2
11.	Mounting Type	Pendant / Surface

Sl.No.8: Checking the connections and tightening, repairing the damaged MCBs and commissioning the street light junction boxes.

The Existing street fittings lights , has to be checked and if any fault is noticed same has to be repaired by replacing the necessary items/ components, gaskets, JB's , cable Glands, terminals etc. to make the same into operational mode as per requirements.

Sl.No.9 : Replacing Faulty MCBs for Street lights in poles

The faulty and damaged MCB in the street lights JB, etc. as per requirements where ever not mentioned in other works.

Sl.No.10: Checking, repairing the Tube light fittings in Pump House , DG room and wherever required.

The existing items has to be checked and if faulty same has to be repaired by replacing the necessary items/ components, gaskets, JB's , cable Glands terminals etc. to make the same into operational mode as per requirements.

INDOOR LIGHTING

Tube fittings /Industrial type fittings/Flood light fittings are provided in Pump Room, DG Room, Transformer room , motor sheds etc. All the indoor lighting shall be checked and made functioning after rectifying the defects. Faulty fittings/ drives/ switches/ cables/ sockets/ junction boxes/terminations/connectors etc shall be rectified or replaced according to the extent of damage for the system to be functional.

Sl.No.11: Supply and fixing industrial 36/40 W LED tube light fittings after removing the faulty fittings.

The lights fittings shall be of industrial type with PC Housing –PC diffuse weather proof LED batten luminary with 110Lm/W efficacy, equipped with 4KV in build surge protection. The item shall be fitted in areas were lights are less and also in existing fittings if faulty by replacing the same by giving connection etc. in complete for functioning the lights.

Sl.No.12: Removing water, cleaning, Painting, marking, checking insulation values etc for Earth pits.

All the earth pits shall be checked and cleaned after removing water or waste material etc if any. Connections shall be made perfect and insulation values to be checked and marked. The earth chamber shall be made perfect and painted as per the standards.

Sl.No.13: Supply and laying of the 4CX 6Sqmm Cu UG XLPE cable for street lights etc. after excavation etc. and refilling the same in soft and hard soil .

The cable shall be 1.1 KV grade(E), XLPE Aluminium conductor cable of size as per schedule . The cable shall be of best quality and as per the approved makes. The cables shall confirm to relevant latest **Indian Standards**. The length of the cables mentioned in the schedule is only approximate and is likely to change. The payment for the cable work will be made on the actual length of the cable used for the work. All routine tests shall be conducted as specified in the relevant standards and test certificate shall be furnished.

Technical particulars of LT cables

i)	Size of Cable	As per schedule of works
ii)	Voltage Rating	1100 V
iii)	Conductor Material	Plain Aluminium
iv)	Insulation Type Tolerance	XLPE Compound 0.1 mm + 0.1 nominal thickness of insulation
v)	Inner sheath thickness	As per IS
vi)	Outer sheath	- Process of application : Extrusion Thickness : As per IS

Laying Of Cables

The trenches shall be excavated manually/by using JCB and utmost care shall be taken while excavating the trenches. The trenches shall be excavated with 45cm width and 60 cm depth from the ground level for LT cables. The trenches shall be 60 CM depth from the ground level. For laying two or more cables in same trenches the width of the trench shall be as per the norms and both cables shall be laid horizontally with sufficient spacing and brick protection for all cables specified. The trenches shall be resurfaced and provided the compaction after laying the cable.

Sl.No.14 Excavation of the soft/ hard soil etc. for checking the cable fault and retrieving the cable for rectification the cable fault , relaying the cables and refilling etc.

Excavation for taking out/ retrieving the damaged portion of the UG cable used for street lighting etc. for doing the repair work and after doing the repair work the cable shall be laid properly at a depth as per the standards.

Sl.No.15: Providing Heat shrinkable Straight joints 4CX 6Sqmm

Existing cables shall be checked and the end joints etc if found faulty shall be removed and properly redone with new lugs/kits as the case may be. If there is any need for providing straight joints, it shall be also be done as per site conditions. At berth /Jetties/Terminal areas the exposed cables shall be wrapped with fibre glass tapes.

Sl.No.16: Resurfacing the hard surface with CC

Resurfacing of the excavated areas, poles foundation area etc. has to be done with CC as per standards as the direction of Engineer in charge. Cement concrete has to be done around the HT panels etc. for raising the areas. If side wall is needed, same to be carried out with CC block. The measurement will be taken in SQM for the work.

Sl.No.17: Supply, Providing End termination if any for 4CX 25 sqmm Al cables

Existing cables shall be checked and the end joints etc if found faulty shall be removed and properly redone with new lugs/kits as the case may be. If there is any need for providing straight joints, it shall be also be done as per site conditions. At berth /Jetties/Terminal areas the exposed cables shall be wrapped with fibre glass tapes.

Sl.No.18: Checking the connections, repairing the damaged MCBs and commissioning and repainting the junction boxes, providing sealant, other than street lights.

The existing damaged junction boxes shall be repaired by JB, Glands, repainting the same with marine grade paint , sealant for preventing water entry etc.

Sl.No.19: Supply and providing Fibre glass wrapping on the electrical cables in Berth/ terminal areas.

The fibre glass tape shall be self adhesive, Heat/Fire resistance, Chemical resistance high tensile and as per IS, PESO stds, etc. as per requirements. Running Meter length of the

actual length of cables will be considered for measurement . Fifty (50) percentage overlapping of tape shall be done while wounding .

Sl.No.20: Supply and fixing FRP JB for street lights poles etc. after removing old ones with terminals, re-glanding and giving connects etc.

The existing damaged JB shall be removed and fixed with new PC junction boxes , Cu RYBN terminals (32A) , re-glanding the cables to the new boxes, giving terminals etc. in complete for functioning of the same including supply of all materials as required .
Min size : 15CM X 15CM X 10CM

Sl.No.21: Supply and providing Insulation rubber mats 1M Wide.

SITC of 3MM thick , 11KV grade rubber sheet, IS and CEA standards for providing in the front of the electrical panels by plastering to the floor etc. as per requirements

Sl.No.22: Repainting of panels, Fire buckets and stand and refilling the buckets.

Repainting of the electrical panels (HT/LT), safety items etc with marine grade epoxy paints after proper cleaning the surface, providing primer etc.. For sand buckets the one unit will be considered as two buckets & one stand. For Electrical panel measurements will be one considered as ONE square meter for one unit. Sand buckets shall be filled with sand after the work.

Sl.No.23: Providing point wiring with wires and switches, GI pipes etc. as required.

Point wiring for giving supply to the electrical fittings shall be carried as given in the technical specification in the tender documents and as the direction of Engineer-in-charge.

Sl.No. 24: Checking the electrical items such as Lights, HT/LT panels, street lights control panels, DB's, Barriers, UPS, invertors, battery charges etc. and during preliminary rectifications of same for making into functioning.

All the electrical systems auxiliary items like lighting, indications, sirens, battery chargers, UPS etc shall be checked for its functioning and made functional upto the satisfaction of the Engineer in Charge. Minor items for rectifying the defects has to supplied by the contractor such as switches, cables , fuses , indications lamps, supports, glands, sleeves, lugs etc. The major spares such as battery, electronic cards etc. if any needed for rectifying the fault will be supplied by departments as per the requirements.

24 APPROVED MAKES

	ITEM	MAKES
1	PVC CONDUIT PIPES / CASING & CAPPING	BALCO/ ATUL/ GEO/ CLIPSAL/ PRECISION/ AVONPLAST/ KONSEAL
2	WIRING / LT CABLE	FINOLEX/ QFLEX/ RR KABEL/ RPG CABLES/ LAPP KABEL/ V-GUARD/ HAVELLS/ L&T/ RALLISON /KEI/PRIMECABLE /GLOSTER/ APAR
3	MODULAR SWITCHES/ PLUG SOCKETS/ TELEPHONE SOCKETS	ANCHOR/ MK/ LEADER / CRABTREE/SIEMENS/ FINOLEX/LEGRAND/ABB / INDOASIAN
4	CEILING FAN / WALL MOUNTING FAN/ EXHAUST FAN	CROMPTON / BAJAJ / USHA / KHAITAN / HAVELLS / ORIENT / ALMONARD
5	LED LIGHT FITTINGS	OSRAM / BAJAJ/ CG/ PHILIPS / WIPRO/ GE / POLYCAB / LIGHTING TECHNOLOGIES/ KLITE
6	RCCB / MCB	LEGRAND / MERLIN GERIN / MK / ABB/ INDOASIAN / L &T / SIEMENS /SCHNEIDER / HPL
7	INDUSTRIAL PLUG WITH MCB	ABB / HAGER / HAVELLS / INDOASIAN / CROMPTON/ LEGRAND / SCHNEIDER / L& T / HPL
8	DISTRIBUTION BOARD	ABB/ L&T/ SIEMENS/ SCHNEIDER /HENSEL / MENNEKES/ HAGGER/ LEGRAND/ HPL
9	1.1 KV XLPE CABLE	CCI / INCAB/ UNIVERSAL/ RPG/ NICCO/ TORRENT / POLYCAB / PARAMOUNT/ KEI / HAVELLS / FINOLEX / V-GUARD/ L&T / PRIMECAB / RR KABEL / GLOSTER
10	CABLE TERMINATION KIT	RAYCHEM /MAHINDRA / DENSON/3M/CCI / CABSEAL
11	TOD ENERGY METER	L&T/ ENERCON/SECURE
12	ENERGY METER / AMMETER / VOLTMETER	SIMCO / MECO/ L&T/ HPL/ AE / RISHAB / SCHNEIDER / SECURE /SOCOMEK / CONZERVE /SIEMENS/ABB/C&S
13	RELAYS	ABB/ L&T/ SIEMENS / RISHAB / GE /SCHNEIDER / ALSTOM / EASUN REYROLLE / C&S
14	CURRENT / POTENTIAL TRANSFORMER	INTRANS/ KAPPA/ INDUS/ CG/ CYRO/ABB/BHEL/CG/ MEGAWIN/TRANSDELTA / KEL
15	MCCB / MCB / CONTACTOR / TIMER	LEGRAND / MERLIN GERIN / MK / ABB/ INDOASIAN / L &T / SIEMENS /SCHNEIDER / HPL
15	LT ACB	LEGRAND / ABB/ L &T /SIEMENS /SCHNEIDER
16	INDUSTRIAL PLUG WITH MCB	ABB / HAGER / HAVELLS / INDOASIAN / CROMPTON / LEGRAND / SCHNEIDER / L& T / HPL

17	PLUG SOCKETS -IP66	MENNEKES / HENSEL / MERLIN GERIN / L&T / ABB / WALTHER / CAPE
18	STREET LIGHT POLE	BAJAJ / GE / ASTER / CG / PHILIPS / K LITE / UNIQUE POLES
19	LED street / flood light fittings	OSRAM / BAJAJ/ CG/ PHILIPS / WIPRO/ GE
20	LED light fittings	OSRAM / BAJAJ/ CG/ PHILIPS / WIPRO/ GE /POLYCAB / Lighting Technologies
21	PVC CONDUIT PIPES / CASING & CAPPING	BALCO/ ATUL/ GEO/ CLIPSAL/ PRECISION/ AVONPLAST/ KONSEAL
22	HDPE PIPE/ FLEXIBLE HOSE	KONDOOR or any other make with BIS
23	WIRING CABLE	FINOLEX/ QFLEX/ RR KABEL/ RPG CABLES/ LAPP KABEL/ V-GUARD/ HAVELLS/ L&T/ RALLISON
24	INSTRUMENTATION / TELEPHONE CABLES	TRACO / HINDUSTAN CABLES / DELTON / FINOLEX / USHA BELTRON / PRIMECAB / VIDYA
25	MODULAR SWITCHES/ PLUG SOCKETS/ CEILING ROSE	ANCHOR/ MK/ LEADER / CRABTREE/SIEMENS/ FINOLEX/LEGRAND/ABB / INDOASIAN
26	MV PANEL / DISTRIBUTION BOARD	ABB/ INTRANS/ MEGAWIN/HESSEL/ WAVES/POWER CONTORLS / ABB /L&T/ SIEMENS/SCHNEIDER /HENSEL/MENNEKAS/HAGGER/ IMPERIAL
27	CEILING/ WALL MOUNTED / EXHAUST FAN	CROMPTON / BAJAJ / USHA / KHAITAN / HAVELLS / ORIENT / ALMONARD
28	ALTERNATOR	CROMPTON GREAVES / STAMFORD / LEROYSOMER / KIRLOSKAR / KEL / BHEL
29	FRP CABLE TRAY	PUSTRON/ SUMIP/ ERCON OR FIRM HAVING ISO AND CERTIFICATES AS PER THE TENDER SPECIFICATION .
30	GI CABLE TRAY	PUSTRON/ SUMIP/ ERCON/L&T OR REPUTED MAKE WITH ISO CERTIFICATION.

*Makes of items not mentioned if any shall be get approved from Engineer in charge before executing the work.

SECTION VI
COCHIN PORT AUTHORITY
Tender for “Checking, Repairs and Replacement of damaged and faulty electrical installations at Multi User Liquid Terminal (MULT) of Cochin Port Authority at Puthuvypin”

INDEX

Sl. No.	Clause/ Sections	Description	Page No.
1	1.	Preamble	
2	2.	Bill of Quantities	

SECTION VI

COCHIN PORT AUTHORITY
**Tender for “Checking, Repairs and Replacement of damaged and faulty
electrical installations at Multi User Liquid Terminal (MULT) of
Cochin Port Authority at Puthuvypin”**

1. PREAMBLE TO BILL OF QUANTITIES

General Instructions

1.1. General

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

1.2. Rates and Prices to be Inclusive

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

prices entered in the Bill of Quantities. The rates and prices are to cover the item as described in the Bill of Quantities and if there is inconsistency in the description between the Bill of Quantities, Specifications or Drawings, the interpretation will be done according to General Conditions of Contract.

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

1.3. Method of Measurement

Standard Method: The work included in Bill of Quantities once completed will be presented to the Engineer's representative for checking quality and quantity of work. The Engineer's representative after satisfying himself issue a certificate to that effect. Unless stated or billed otherwise quantities shall be measured in accordance with Indian Standard Code No.1200 for civil work and shall be not as they are provided in the works. The rates and prices shall include whatsoever allowance is considered to be necessary for wastage, working spaces, construction slopes and batters.

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

1.4. Currency

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

SECTION VI
COCHIN PORT AUTHORITY
**Tender for “Checking, Repairs and Replacement of damaged and faulty
electrical installations at Multi User Liquid Terminal (MULT) of
Cochin Port Authority at Puthuvypin”**

2. BILL OF QUANTITIES

Bill of Quantities attached separately as uploaded in the available in the GeM portal(<https://gem.gov.in/>)

“Price Bid” shall contain Bill of Quantities duly filled in and fully priced, which shall be submitted only in e-tendering mode in the above mentioned website.