



**COCHIN PORT AUTHORITY**

Tele: 91-0484 -2666639/0484-258-2300/2305

Telefax: 91-0484-2666639

E-mail: [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in),

Website: [www.cochinport.gov.in](http://www.cochinport.gov.in)

Tender document for

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE  
INSPECTION OF 2NOS. OF RAIL MOUNTED ELL CRANES OF  
50 TON CAPACITY FOR THE RECONSTRUCTION OF NORTH  
JETTY AT NAVAL BASE, KOCHI**

**(TECHNICAL BID)**

Office of the Chief Mechanical Engineer,  
Cochin Port Authority,  
I Floor, New Administrative Building,  
Willingdon Island, Cochin- 682009.  
Tele Fax: 91 0484 2666639  
e-mail: [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in)



## COCHIN PORT AUTHORITY

Tele: 91-0484-2666639/0484-2582300  
website: [www.cochinport.gov.in](http://www.cochinport.gov.in)  
Email: [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in)

Chief Mechanical Engineer's Office,  
Cochin Port Authority, Willingdon Island,  
Cochin-682009, Kerala.

Tender No: GEM/2023/B/3385978

Dt:25/04/2023

### **TENDER FOR “PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF 2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI”.**

#### SECTION – I

#### NOTICE INVITING TENDERS

1. Cochin Port Authority propose to engage a reputed Third Party Inspection Agency (TPIA) by inviting competitive tenders for carrying out the inspection of the work of “Design, Manufacture, Supply, Transportation, Erection, Testing and Commissioning of 2 nos. of rail mounted ELL cranes of 50 ton capacity (*one crane with single jib and the other with double jib*) for the Reconstruction of North Jetty at Naval Base, Kochi in Willingdon Island, Kerala’ on behalf of Cochin Port”, as per the Scope of Inspection indicated in this document. The EPC Contractor M/s Afcons Infrastructure Ltd., Mumbai has finalized the Crane Manufacturer as M/s Kroll Cranes, Denmark for the Design, Manufacture, Supply, Transportation, Erection, Testing and Commissioning Two Nos. Electrical Level Luffing Cranes.
2. Accordingly Electronic Tenders (**e-tenders**) are invited by the Chief Mechanical Engineer, CoPA, from the reputed Third Party Inspection Agencies under single stage two cover bidding procedure [Technical Bid and Financial bid], meeting the Minimum Qualifying Criteria specified hereunder for the service of “PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF 2NOS. RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY” as per the Scope of Inspection and Terms & Conditions mentioned in this document.
3. The details regarding the tender are as below:

1.	Estimated Amount put to tender	<b>Rs. 82,00,000/- ( Rupees Eighty two lakh only)</b>
----	--------------------------------	---

2.	Earnest Money Deposit. (Exemption shall be given as per <b>Clause 14</b> below)	<b>Rs.1,64,000/-</b> (Rupees One lakh sixty four thousand only) to be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favour of "FA&CAO, Cochin Port Authority", payable at Cochin or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. Bid Security (also known as Earnest Money) shall be submitted by the bidders except 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.
3.	Cost of Tender document / Processing Fee	N A
4.	Validity period of tender	120 days from the last date for receipt of tenders
5.	Period of Contract	<b>From the date of LoA till the handing over of 2nos. of 50Ton ELL cranes for the reconstruction of North Jetty at Naval Base, Kochi, in Willingdon Island, Kerala.</b>
6.	Tender e-publication date	25/04/2023
7.	Download period of tender documents	17.00 hrs. on 25/04/2023 to 14.30hrs. on 16/05/2023
8.	Website details	<a href="http://www.cochinport.gov.in">www.cochinport.gov.in</a> <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and <a href="https://gem.gov.in/">https://gem.gov.in/</a>
9.	Last date for seeking clarification	04/05/2023 11.00 hrs
10.	Date and time of ONLINE pre-bid meeting	04/05/2023 11:30 hrs
11.	Likely date for uploading the addendum/ clarification if any,	08/05/2023
12.	Last date and time of submission of bid	<b>16/05/2023 at 15.00 hrs.</b>
13.	Date and time of opening the bid	<b>16/05/2023 at 15.30hrs.</b>

4. The tenders should be submitted under Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid along with Earnest Money Deposit (EMD) in accordance with the Instructions to Bidders (ITB), General Conditions of Contract, (GCC), Special Conditions,(SCC), Contract Data Sheet or Bid Data Sheet, detailed Scope of work etc, as enumerated in the tender documents.

**5. Down loading of Tender Document.**

- The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification Criteria.
- The complete bidding documents & technical specifications are available in the GeM portal website <https://gem.gov.in/>, CoPA website [www.cochinport.gov.in](http://www.cochinport.gov.in) as well as in the Central Public Procurement Portal of Govt. of India, [www.eprocure.gov.in](http://www.eprocure.gov.in) . Enquiries can be made via email address: [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in).
- Interested bidders shall download the bid documents from these websites as per the provisions available therein.

**6. Submission of Tender:**

**Technical Bid :**

- For submitting the e-tender, the intending bidders are required to get registered their firm/ Consortium through GeM well in advance on or before the scheduled date of submission.

- b. The tender shall be submitted under Single Stage Two cover Bidding Procedure and uploaded in the e-tender portal as detailed in the Instruction to Bidders (ITB) of the Tender Document. The firms claiming exemption of EMD shall submit a copy of the NSIC/ MSME/ UAM certificates for claiming exemption of EMD.
- c. The Tenderer shall submit the required documents viz., Copy of DD / Banker's Cheque or UTR No of the online payment and MQC documents along with the Technical Bid.

**Financial Bid :**

- d. The Price bid shall be submitted **ON LINE** as per the BOQ available in the GeM Portal.
- e. EMD/ MSME/NSIC/UAM Certificates and MQC documents, power of attorney and letter of submission shall be submitted online in the e-tender portal along with the technical bid.
- f. The tenderer shall download the Addendum/ Amendment/ Errata/ Replies to the queries of the tenderer etc., if any, issued by the Employer, that will be published in the COPA/GeM/CPMP websites and submit along with the Tender document duly signed in all the pages as a Token of acceptance of all the Terms and conditions and upload along with the Technical bid.
- g. For proper uploading of the bids on the portal namely **<https://gem.gov.in/>** (hereinafter 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, 07556681401, 01169095625, as and when required, contact details are also mentioned on the Bid Information Sheet. The Employer in no case be responsible for any issues related to timely uploading of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.
- h. Bank details of Cochin Port Authority are as follows for online payment of EMD: State Bank of India, Cochin Port Authority Branch, Bank Branch MICR code: 682002021, IFSC Code: SBIN0006367, Cochin Port Authority General Reserve Fund (GRF), Savings Bank Account No. 41401802288.
- i. Cochin Port Authority will not be held responsible for any technical snag or net work failure during online bidding. It is the bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port 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 e-Tender system or internet connectivity failures.
- j. Exemption from the payment of EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017. Bidder shall upload the documentary evidences like NSIC/ MSME/ UAM certificates for claiming exemption of EMD along with the Technical Bid.
- k. As this project is executed for the Southern Naval Command, Indian Navy , the successful bidder shall execute a Non Disclosure Agreement as per the annexure on sharing of information of the project.

**7. ELIGIBILITY OF THE BIDDER:-**

This tender is open to all the firms who meet the Minimum Qualification Criteria.

Sl.No.	Requirement	Supporting documents
1	The bidding organization shall have well established Quality Management Division for providing Third Party Inspection services	Certificate of Competency to carry out Third Party Inspection

2	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct Access/ possession of the latest applicable international/ National standards applicable to the heavy duty cranes.	Organization chart of the company with CV of key personnel to be deployed for this work.
3	The bidder should have experience of carrying out Third Party Inspection of Similar Works/ Similar Cranes during the last 7 years as on 31/03/2023.	The previous work order and performance certificate shall be produced.
4	The Bidder should have a branch office in India if the bidder is from abroad.	Proof of Office Address shall be submitted.
5	The bidder should have average annual financial turnover of <b>Rs.25 Lakh</b> during the last 3 financial years ending March2022 [2019-'20, 2020-21, 2021-22]	Financial statements for the three years, certified by the chartered accountant.

### 7.1 Experience Criteria:

The bidder should have experience of carrying out Third Party Inspection of Similar Works/ Similar Cranes during the last 7 years as on 31/03/2023.

- i) Single order of at least 35% of estimated cost (Rs.28,70,000/-) or
- ii) Two orders of at least 20% of estimated cost (Rs.16,40,000/-) or
- iii) Three orders of at least 15% of estimated cost (Rs.12,30,000/- )

Note: Similar Works / Similar Cranes means, carrying out Third Party Inspection of the Design, Manufacture, Supply, Transportation, Erection, Testing and commissioning of Rail mounted Electrical Level Luffing Cranes of 15 Tons and above Capacity Single Jib / Double Jib cranes during the last 7 years to any clients in India / Abroad ending 31/03/2023.

### 8. Financial Turnover

Average annual financial turnover should be at least **Rs.25 Lakh** during the last three (3) years, ending 31st March 2022 [2019-20, 2020-21, 2021-22] and proof of annual turnover duly certified by Chartered Accountant and audited financial statements for the last three years ending 2022 shall be submitted.

#### 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.

**Table 1.1**

Year before	Multiplying factor
One year [2022]	1.07
Two years [2021]	1.14
Three years [2020]	1.21
Four years [2019]	1.28
Five years [2018]	1.35
Six years [2017]	1.42
Seven years [2016]	1.49

Note 2: **Experience certificates of Third Party Inspection carried out successfully in private sectors/ organizations shall be considered for prequalification, on submission of Form 26AS 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.
- Note 4: A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover during the last three financial years and audited financial statements for the last three years ending 2021-2022 shall be submitted.
9. 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 et
10. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.

**CHIEF MECHANICAL ENGINEER**  
**COCHINPORT AUTHORITY**

## **Section- II**

### **INSTRUCTION TO BIDDERS**

#### **1. Introduction**

- a. This part, Instruction to Bidders (ITB), Section -II of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and evaluation and award of contract. If there is a conflict between the provisions of Section –II ,ITB &Section-IV Special Conditions of Contract, the provisions of Special Conditions of Contract shall prevail.
- b. However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section -IV General Conditions of Contract and/or Section-III Special Conditions of Contract. Further in all matters arising out of the provisions of this Section –II, the laws of the Union of India shall be the governing laws and courts of Kerala State shall have exclusive jurisdiction.

#### **2. General Instructions**

- a) The proposed work comprises of rendering third party inspection services as per the scope of work mentioned in Section –V Scope of work for 2nos. of Rail Mounted ELL cranes of 50 ton capacity proposed to be installed at the reconstruction of North jetty, Naval Base at W/Island, approval of drawing, inspection of materials used for manufacture in different stages, factory testing, etc. in accordance with the specifications as furnished in the subsequent sections. The objective of the third party inspection services is to ensure that the Crane Manufacturer Supplies the Crane strictly as per the Specifications of the order placed by the EPC Contractor M/s Afcons Infrastructure Ltd., Mumbai on M/s Kroll Cranes, Denmark.
- b) The cranes are intended for handling of Bulk Cargo/heavy Engines/machinery /spare parts from / to the vessels calling at Naval berth. The agency shall ensure that the equipment to be manufactured by the Crane Manufacturer M/s Kroll Cranes, Denmark shall be as described in the Bid document of main work and in particular in the Technical specifications, Special Conditions, Schedule of Quantities and drawings and in general it includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.
- c) 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.
- d) The Scope of work for the Third Party Inspection services is as per Section V of this document.
- e) It will be deemed that prior to the submission of tender, the bidder has examined the scope of work for the third party inspection and visited the site and has satisfied himself as to the nature and location of the work, general and local conditions and that the bidder has estimated his cost accordingly and the Port will be in no way responsible for the lack of such knowledge and also consequences thereof to the bidder. Failure to examine the tender document for the Third Party Inspection will in no way relieve the successful bidder of any of the obligations in performing the service in accordance with this Bid Document including addendum/corrigendum if any.
- f) 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 office 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.

- g) 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.
- h) EMPLOYER will not be liable for any financial obligation in connection with the service until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work.
- i) FAX /E-mail offers will not be considered.
- j) 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.
- k) While evaluating the Tender, regard would be paid to National security considerations, at the discretion of the Cochin Port Authority. Bids received may be rejected on National security consideration without any intimation thereof to the bidders.
- l) If there are varying or conflicting provisions found in the Tender document forming part of the contract, the Chief Mechanical Engineer, Cochin Port Authority, Cochin – 682009 will clarify and confirm the condition, which shall be final and binding on the Bidders.
- m) It is the sole responsibility of the third party inspection agency to make arrangements for the site inspection at various stages based on the Call letter from the Crane manufacturer. The cost of Travel and accommodation of such visit shall be met by the third party inspection agency. Accordingly the bidders shall quote the rates and no cost escalation will be considered after placing the LOA for the Third Party inspection Agency on the grounds that they had not considered the Number of visits they had to carry out to the Crane manufacturer's site.
- n) 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 service comprised therein according to drawing and specifications or from any of his obligations under the contract.
- o) 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.
- p) 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. 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 the contractor.
- q) The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

### **3. Eligibility of Bidder:**

- a) This tender is open to all the firms who meet the Minimum Qualification Criteria.
- b) The Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

They have a controlling partner in common,

They receive or have received any direct or indirect subsidy from any of them; or

They have the same legal representative for purpose of this bid;or

They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, or The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

#### 4. MINIMUM QUALIFYING CRITERIA

4.1 Tenderer shall fulfill the following **Minimum Qualifying Criteria** to prove the techno-commercial competence and submit the documents in support thereof :

The qualification will be based on meeting the minimum Qualification criteria regarding the bidder's experience, capabilities, and financial position, specified in the Qualification criteria. Any tender submitted without the necessary supporting documents is liable to be rejected.. Minimum qualifying criteria is as follows,

Sl.No.	Requirement	Supporting documents
1	The bidding organization shall have well established Quality Management Division for providing Third Party Inspection services	Certificate of Competency to carry out Third Party Inspection
2	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct Access/ possession of the latest applicable international/ National standards applicable to the heavy duty cranes.	Organization chart of the company with CV of key personnel to be deployed for this work.
3	The bidder should have experience of carrying out Third Party Inspection of similar works/ similar Cranes during the last 7 years as on 31/03/2023.	The previous work order and performance certificate shall be produced.
4	The Bidder should have a branch office in India if the bidder is from abroad.	Proof of Office Address shall be submitted.
5	The bidder should have average annual financial turnover of <b>Rs.25 Lakh</b> during the last 3 financial years ending March 2022 [2019-'20, 2020-21, 2021-22]	Financial statements for the three years, certified by the chartered accountant.

#### 4.2 Experience Criteria:

The bidder should have experience of carrying out Third Party Inspection of Similar Works/ Similar Cranes during the last 7 years as on 31/03/2023.

- i) Single order of at least 35% of estimated cost (Rs.28,70,000/-) or
- ii) Two orders of at least 20% of estimated cost (Rs.16,40,000/-) or
- iii) Three orders of at least 15% of estimated cost (Rs.12,30,000/-)

Note: Similar Works / Similar Cranes means, carrying out Third Party Inspection of the Design, Manufacture, Supply, Transportation, Erection, Testing and commissioning of Rail mounted Electrical Level Luffing Cranes of 15 Tons and above Capacity Single Jib / Double Jib cranes during the last 7 years to any clients in India / Abroad ending 31/03/2023.

#### **4.3 Financial Turnover**

Average annual financial turnover should be at least **Rs.25 Lakh** during the last three (3) years, ending 31st March 2022 [2019-'20, 2020-21, 2021-22] and proof of annual turnover duly certified by Chartered Accountant and audited financial statements for the last three years ending 2022 shall be submitted.

**5. *Cost of bidding:***

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**6. *One Bid per Bidder:***

Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will be disqualified.

**7. *The Bidder:***

The Bidder shall be a single entity / Consortium /JV/Partnership firm.

**8. *Site visit:***

The Bidders are advised to visit and get acquainted with 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 his expenses.

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

The bidders 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 the same shall be sent through e mail to the Chief Mechanical Engineer before the Prebid meeting.

THE CHIEF MECHANICAL ENGINEER,  
FIRST FLOOR, NEW ADMINISTRATIVE BUILDING,  
COCHIN PORT AUTHORITY,  
WILLINGDON ISLAND, KOCHI-682009,  
KERALA, INDIA.  
Ph. No 0484-2666639, 0484-2582300, 2582305  
Fax: 0484-2666639, e-mail: cme@cochinport.gov.in

**10. *Pre-Bid Meeting:***

A pre-bid meeting will be held through Video Conference, and the link will be shared to the bidders on their request through e-mail. A prospective tenderer requiring any clarification shall submit their queries to the Chief Mechanical Engineer through e-mail well in advance before the pre-bid meeting date and time. The replies to the pre bid queries will be published in the e- tender portal as well as in Cochin Port Authority official website as Addendum/corrigendum and no replies will be sent to the individual bidders.

**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 Authority may, at its discretion, extend the due date for submission of Bid and bid extension notice shall be hosted in the website.

**11. Preparation of bid:**

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and Employer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages.

**Documents comprising the bid:**

The bidding shall be e-tendering basis. On due date of submission of bids, bids shall be submitted by the Bidder under “Single Stage two cover” procedure of bidding. Under this procedure, the technical bid and price bid shall be submitted through e tender mode only. The original cash receipt / DD / Banker’s cheque / copy of NSIC, MSME, UAM certificates towards EMD/ exemption of EMD shall be submitted on sealed envelope and sent to the Office of the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Kochi – 682 009 on or before the due date and time of tender submission.

The price bids of the bidders those who have qualified after the technical evaluation will be opened on line through the GeM Portal.

**12. The bid documents shall contain 2 parts viz (1)Techno- commercial bid and (2)Price bid**

**(i) Part I -Technical Bid** shall contain the following:

The bidder shall submit the Techno- commercial part of the bids through **on line** and EMD / documents towards exemption of EMD shall be sent through post / Courier so as to reach the Chief Mechanical Engineer, Cochin Port Authority, Kochi-682009, on or before the Tender submission date..

The documents under techno commercial part (cover A) consisting of the following:

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

- (i) Bid security/EMD or relevant NSIC/ MSME/ UAM certificate for exemption of EMD
- (ii) Check list -**The bidder shall prepare the check list of the documents submitted by him regarding the MQC and other documents**
- (iii) Letter of Submission (vide**Annexure-1**)- Covering letter duly signed
- (iv) Power of Attorney in favour of signatory/s to the Tender, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity. (vide**Annexure-2**)
- (v) Organization Details (vide**Annexure-3**)- Details of the structure of the organization including name of directors, nature of organization, contact person etc. should be filled in and should be attached along with the tender.
- (vi) Details of experience and Certificates in proof of experience (**Annexure-4**) in similar works as detailed under Clause 4 of Instruction to bidders. The bidder shall submit the documentary evidences regarding the Bidder’s eligibility against MQC stipulated in ITB.
  - a) Certificate of Competency to carry out Third Party Inspection
  - b) Organization chart of the company with CV of key personnel to be deployed for this work.
  - c) Proof of Office Address of branch in India in the case of bidders from Abroad.
  - d) Self attested /notarized copy of Work order and completion certificate. The completion / performance certificate shall contain the following information..
    - (a) Work order no. and date.
    - (b) The completion cost.
    - (c) Date of commencement; and
    - (d) Date of completion.

- (vii) Information regarding Financial Situation and Current Contract Commitments supported by a certificate from its Statutory Auditor. Also, A statement showing Average Annual Financial turnover of the tenderer over the last three (3) financial years [2019-'20, 2020-'21 & 2021-'22] (vide **Annexure-5**) supported by Financial statements (balance sheets/profit & loss account ) for the last three years duly certified by Chartered Accountant.
  - (viii) All the pages of this Tender Document complete set shall be uploaded duly signed in all the pages as a token of acceptance of all the terms and conditions of the Tender Document including Corrigendum / Amendment if any.
  - (ix) In case a particular project / contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular project / contract by producing a certificate from its Statutory Auditor or the Client. Also, notary attested copy of joint venture agreement in this respect shall be attached.
  - (x) A declaration to the effect that (vide **Annexure-6**):-
    - a) 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.
    - b) 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.
    - c) 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.
  - (xi) Bank information for e- Payment system as per **Annexure-7**.
  - (xii) Proforma of Joint Venture / Consortium Agreement, if applicable.
  - (xiii) Details of Tenderer for refund of EMD through E-Payment, if applicable.
  - (xiv) Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
  - (xv) Copies of PAN, GST, EPF and ESI registration.
- (ii) Part II :“Price Bid”** - Tenderers shall submit the BoQ / Price Bid in GeM portal and the quoted price shall be inclusive of all taxes and duties including GST.
- 13. Currencies of Bid and Payment:**  
The Price quoted shall be in INR only.
- 14. Bid Validity:**  
Bids shall remain valid for a period not less than 120 days (One twenty 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 bidder withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the earnest money deposited by the bidder shall be forfeited. In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders.
- 15. Withdrawal or modifications:**  
Any withdrawal or modifications are permitted only in ON LINE till last date and time of submission of the tender, that means the tender cannot be withdrawn or modified after the last date and time of submission and in case the tenderer modifies or withdraws his tender after the last date and time of submission of tender, the tender shall liable to be cancelled and EMD shall be forfeited.
- 16. Deadline for Submission of the Bids**  
e-tenders attaching all documents shall be submitted “on-line” in the **e tender portal (GeM portal)** strictly in accordance with the terms and conditions of tender document before **the time and the day notified** in NIT or extended date as notified.

**17. Bid Security /EMD:**

- (i) Each tender should be accompanied by an Earnest Money amounting to **Rs.1,64,000/-** (Rupees One lakh sixty four thousand only). The EMD shall be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favour of "FA&CAO, Cochin Port Authority", payable at Cochin or payment online 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. In the case of JV, Bid Security as required can be furnished by any partner but it shall be in the name of Joint venture.
- (ii) Bid Security (also known as Earnest Money) shall be submitted by the bidders except 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.

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

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

- (i) If a Bidder withdraws his bid during the period of bid validity.
- (ii) In case of a successful bidder fails
  - a) to commence the work, within the specified time limit
  - b) to sign the Agreement or furnish the required Performance Security within the specified time limit.

**19. Bid Opening**

The Bid Opening will be done in online portal <https://gem.gov.in/>,

In case the earnest money / documents towards exemption of EMD is not submitted along with the bid, before the Tender submission date and time, the bid will not be considered for further evaluation.

To assist in the examination, evaluation and comparison of tenders, Employer may ask Tenderer, individually for clarification. The request for clarification and the response shall be sent by e mail, but no change in price or substance of the tender shall be sought, offered or permitted.

**20. DETERMINATION OF RESPONSIVENESS ON TECHNO COMMERCIAL EVALUATION:**

The determination of responsiveness of the bid will be determined by the Bidder's technical and Financial capabilities as per MQC.

- a) The Tender has been properly signed by an authorised 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;
- b) is accompanied by the required EMD / Documents for the exemption of EMD and;
- c) is responsive to the requirements of the Bidding documents.

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; which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract or whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

The tender which does not satisfy the Minimum Qualification Criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender condition. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms & conditions of the tender documents without any material deviation or reservation.

**21. Bid Opening – Price Bid:**

Price bids of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. No separate intimation to the individual bidders will be sent regarding the time of opening of price bid.

The Price Bids will be opened online at the specified date and time in the GeM Portal.

**22. 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 bidder for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

**23. Award of Contract:**

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

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

The Bid Security/EMD of unsuccessful bidders other than L1 will be refunded after ranking of the Bids. The bid security of L1 bidder shall be refunded after award of contract and execution of Agreement on payment of requisite Security Deposit.

**25. Performance Security:**

Within not later than 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of Bank Guarantee (BG) as per Annexure 8 for an amount equivalent to 10% of the total contract value.

Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The validity of the BG shall be for a minimum period as detailed in SCC Clause No 17 and shall be renewed thereafter as and when required by Cochin Port Authority.

In the event of the bidder, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the bidder 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 bidder and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.

**26. Signing of Agreement**

The successful bidder will be required to execute an Agreement at his expense within 28 (twenty eight) days from the date of work order, on Kerala State Stamp Paper of Rs 200/-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.

**27. Fraud and Corrupt Practices:**

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or

indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

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

**28. 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.**

**29. Conditions for bid submission by JV**

- (i) 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.

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Bid Security as required can be furnished by any partner but it shall be in the name of Joint venture.
- Performance Guarantee, as required, will be furnished by all partner(s), out of their accounts, in proportion of their participation in joint venture.
- 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.
- 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.
- 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.
- Each partner must submit the complete documentation, or portions applicable thereto, required to qualify the firm for bidding.
- 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.
- 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.
- The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- All the correspondences between the Employer and the contractor shall be routed

- through the Lead Partner.
- 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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
  - 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.
  - One of the partners of JV/Consortium should have downloaded the bid documents.
  - Number of partners in JV/Consortium shall be limited to maximum of three.

SIGNATURE OF BIDDER

### Section-III

#### 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. Disputes**

If the Contractor believes that a decision taken by the Engineer or his nominee was either outside the authority given to the Engineer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Employer within 28 days of the notification of the Engineer or his nominee's decision.

### **4. Settlement of Disputes & Arbitration**

#### **4.1. General**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may, within 15 days of the receipt of Engineer's decision, appeal to the Chairman who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision then:

- a) The Dispute in respect of contract of value upto Rs. 1 crore shall not be referred for adjudication through Arbitration and
- b) If the value of the contract is exceeding Rs. 1 crore and upto Rs.5 crores, the Dispute shall be resolved through arbitration as follows;
  - (i) The Parties together shall appoint a Sole Arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the Parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator may, with

the consent of the Parties extend the time, from time to time, to make and publish award as the case may be.

- (ii) If the Arbitrator so appointed is unwilling to act or resigns the appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
  - c) If the value of the Contract is above Rs. 5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below: The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof.
  - d) In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port Authority inter se or CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011- DPE (PMA) – GL dtd. 12.06.2013 or any statutory amendment thereof.
- 4.2. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.
- 4.3. It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 4.4. It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.
- 4.5. 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 reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 4.6. It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 4.7. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- 4.8. It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to

be so paid.”

#### 4.9. **Conciliation and Settlement Committee (CSC)**

In the event of any dispute or differences between the Port Authorities and the Contractor, which could not be resolved amicably by mutual consultations / Arbitration, then the Chairman of Cochin Port Authority may refer such unresolved disputes or differences to the Conciliation and Settlement Committee comprising of independent subject experts, constituted by the IPA and adopted by the Board of Major Port Authority for Cochin Port in its meeting dated 02.03.2022, to enable speedy disposal of pending / new cases.

Either the Port or the contractor may send a reference about the dispute to the other party. The party initiating conciliation shall send to the other party a written invitation to settle or conciliate under this Part, briefly identifying the subject of the dispute. The concerned Technical Division in the Port shall send a request or response within 7 working days if a reference is received from the contractor thereby inviting the Contractor to depute a team of their representatives to interact with the Contract Management Division (CMD) constituted by each Port.

4.10. The procedure for referring disputes to the CSC will be as per the guidelines issued by IPA dated 05.10.2021 and subsequent amendment dated 21.03.2022. 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 Major Port Authority for subject to the delegation of powers.”

**5. Scope of Work:** The Services to be provided shall be as specified in Scope of Work and Technical Specifications and in accordance with Schedule of Requirements.

**6. Delivery and Completion:** Subject to GCC Clause 17 (Change Orders and Contract Amendments) the delivery and completion of Services shall be done from the date of receipt of Letter of Acceptance of Employer until handing over of the 2nos. of 50T ELL cranes proposed to be installed at the Navy Jetty at W/Island.

#### **7. Contractor’s Responsibilities:**

The Contractor shall provide the services included in the Scope of Work in accordance with GCC Clause 4 and as per GCC Clause 5.

#### **8. Contract Price:**

Prices charged by the Contractor for the 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.

#### **9. Terms of Payment:**

9.1 Fifteen Percent (15%) of contract price on approval of General Arrangement drawing and Quality Assurance plan by the employer.

9.2 Twenty Five Percent (25%) on Design Appraisal up to Slew bearing and finalization of Materials certified by the TPIA for all parts of the crane and approved by employer.

9.3 Twenty Five Percent (25%) on final inspection of the crane at site / pre dispatch inspection at works of manufacturer and submission of reports and approval.

9.4 Twenty Five Percent (25 %) on Load testing of crane at site, certification by the TPIA and duly approved by the employer.

9.5 Ten Percent (10%) of contract price shall be released on final taking over the crane by the employer and client, finalization of accounts with manufacturer of the crane etc.

#### **10. Taxes and Duties:**

10.1. 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.

- 10.2. 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.
- 10.3. 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.

#### **11. Performance Security/ Security Deposit:**

- 11.1. 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:  
Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank (Format enclosed in Annexure 8 of tender document) or online payment in an acceptable form safeguarding the purchasers interest in all respects.
- 11.2. The value of Security Deposit shall be equivalent to 10% of the total contract value excluding GST and duties.
- 11.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days from the date of completion of all contractual obligations of the supplier of the crane.
- 11.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 11.5. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.
- 11.6. 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 Authority, for a period of two years from the date of such suspension.
- 11.7. 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.

#### **12. Specification and Standards:**

- 12.1. Technical specification and drawings:
  - (a) The Services rendered 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 Clause17(Change Orders and Contract Amendments).

**13. Inspection and Testing:**

- 13.1. The Employer reserves the right to witness the Pre-delivery Inspection at the Crane Manufacturer's site, 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 work.

**14. Liquidated Damages /Late Delivery Charges:**

As per Clause No.7 of Special Conditions of Contract (Section IV) .

**15. Patent indemnity:**

- 15.1. The contractor shall, subject to the Employer's compliance with the GCC Clause 15.2, 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.
- 15.2. If any proceedings are brought or claims is made against the Employer arising Out of the matters referred to in GCC Clause 15.1, 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.
- 15.3. 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.
- 15.4. 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.

**16. Force Majeure:**

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.

- 16.5. 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.
- 16.6. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

#### **17. Change Orders and Contract Amendments:**

- 17.1. The Employer may at any time order the Contractor through notice to make changes within the general scope of the Contract in the Services to be provided by the Contractor
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. Termination for Convenience:
  - (a) The Employer reserves the right to terminate the Contract if the Contractor causes a fundamental breach of the Contract.
  - (b) Fundamental breaches of Contract include, but shall not be limited to the following
    - i) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Engineer or his nominee.
    - ii) the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
    - iii) the Engineer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer or his nominee.
    - iv) the Contractor does not maintain a security which is required.
    - v) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data and
    - vi) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

- vii) the Contractor threatens or misbehaves with or physical attack on any of the employee / officer of the Port.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(c) Notwithstanding the above, the Employer may terminate the contract for convenience subject to payment of compensation to the Contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra / additional items.

(d) If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

### **18. Execution of Agreement:**

18.1. 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-9** 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 Authority duly executed on Kerala stamp paper of Rs 200/- within 21 days from the date of receipt of LoA. Original of the agreement will be retained by the Cochin Port Authority and the duplicate will be returned to the Contractor after the signature of the Chief Mechanical Engineer.

### **19. Changes in constitution of firm:**

19.1. In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.

### **20. Employees of the Board not individually liable :**

20.1. 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.

### **21. Entry Permission to the Naval Jetty**

The Contractor shall submit prior application for entering the **Naval Jetty** for passes to the concerned Port authority for his staff engaged in the works.

The Contractor shall retain the original passes obtained by them in respect of their staff engaged in the Works and produce the same to the Naval Authorities as and when demanded.

----

## **SECTION –IV**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. GENERAL**

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. RATES FOR VARIOUS ITEMS**

The rates /lumpsum amount as applicable shall except in so far as the contract otherwise provides, cover all obligations of the contractor under this contract and all matters and things necessary for the proper completion and inspection of the works. The rates / lump sum amount quoted for each item shall be all inclusive value of the Third Party Inspection of 2 Nos. ELL crane viz. one Single Jib Crane of 50 Tons capacity and one Double Jib Crane of 50 Tons capacity.

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities.

#### **3. BASIC RATES AND ADJUSTMENT FOR SUBSEQUENT PRICE VARIATION**

No price adjustment shall be made for the variation in price of any item under this contract.

#### **4. CARE OF WORKS**

From the commencement to the completion of the work the contractor shall take full responsibility for the care of the work and his employees in connection with the work thereof and in case any damage, loss or injury shall happen to the works, the contractor will be solely responsible.

#### **5. EXCEPTED RISKS**

The excepted risks are riot (in so far as it is uninsurable) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power or a cause solely due to use of occupation by the Board of any portion of the work, any operation of the forces of nature that the contractor could not have foreseen or reasonably provided against. (All of such are herein collectively referred to as the excepted risks)

#### **6. SETTLEMENT OF DISPUTES AND ARBITRATION**

**Refer Clause No 3&4 of Section 3-GCC**

##### **General**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other

question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may, within 15 days of the receipt of Engineer's decision, appeal to the Chairman who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision, then:

- a) The dispute in respect of contract value up to Rs 1 Crore shall not be referred for adjudication through arbitration and
- b) If the value of the contract is exceeding Rs 1 Crore and up to Rs 5 Crores,
  - (i) The Dispute shall be resolved through arbitration by a sole arbitrator appointed by the Chairman of Cochin Port Authority.
  - (ii) The contractor shall within a period of 30 days from receipt of the decision of the Chairman, give notice to the Chairman for appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left with his predecessor.
- c) If the value of the contract is above Rs 5 Crores, The contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and dispute shall be resolved through Arbitral Tribunal as detailed below, The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each party and third to be appointed by the two arbitrators appointed by the parties. A party requiring Arbitration shall appoint an Arbitrator in writing, inform other party about such appointment and call upon the other party to appoint its arbitrator. If the other Party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof.
- d) In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE) Port Authority inter se CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the

guidelines issued by Department of Public Enterprises OM No.4 (1) 2011-DPE (PMA) – GL dtd. 12.06.2013 or any statutory amendment thereof.

It is a term of this contract that party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

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 reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of this contract that if any fee are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of this contract that the arbitrator / arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. the fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid“

The settlement of disputes and arbitration shall be as per clause 4 of General Conditions of Contracts. However the venue of the arbitration shall be at **Cochin**.

**7. LIQUIDATED DAMAGES:- The Clause No 14 of GCC under “Liquidated Damage is replaced as below.**

**Liquidated Damage:**

**Discrepancy in Inspection (DI):** If any discrepancy is found during checking /audit of inspected items received at Site or mismatching or malfunctioning etc, during use in the Erection, Testing or Commissioning and / or records and it is established that the discrepancy is on account of inaccurate/ inadequate inspection, the inspection charges of the concerned item shall be deducted from pending bills and /or security deposit amounts on pro- rata basis.

**Delay In Inspection:** If inspection calls are not attended within prescribed time (as per clause No 6 of Scope of Works), liquidated damages @ 1.0% of inspection charges of offered items which is computed on pro rata basis per day delay up to 5 days delay shall be payable by TPI Agency. If the delay is more than 5 days, the deduction shall be @ 2.0% of inspection charges of offered goods per day delay inclusive of initial delay period. The liquidated damages shall be deducted from pending bills and /or security deposit amounts.

For levying compensation as per Clause-14 of 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.

**8. Taxes and Duties -Income Tax**

The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment.

**9. SECURITY DEPOSIT AND RETENTION MONEY**

The Performance Guarantee and Security Deposit of 10% paid by the TPIA will be retained till the satisfactory commissioning and handing over of the crane i.e after completion of the inspection by the Third Party Agency to the satisfaction of the Employer and will be refunded after satisfactory handing over and commissioning of the crane.

**16. Payment Terms:**

- (i) Fifteen Percent (15%) of contract price on approval of General Arrangement drawing and Quality Assurance plan by the employer.
- (ii) Twenty Five Percent (25%) on Design Appraisal up to Slew bearing and finalization of Materials certified by the TPIA for all parts of the crane and approved by employer.
- (iii) Twenty Five Percent (25%) on final inspection of the crane at site / pre dispatch inspection at works of manufacturer and submission of reports and approval.
- (iv) Twenty Five Percent (25 %) on Load testing of crane at site, certification by the TPIA and duly approved by the employer
- (v) Ten Percent (10%) of contract price shall be released on final taking over the crane by the employer and client, finalization of accounts with manufacturer of the crane etc.

**17. Completion period:**

The time of completion for installation of cranes is 22 months from the date of approval of GA drawing or as per the schedule of works. Accordingly the expected time period for completion TPIA service depends on the completion of Cranes and subsequent taking over. However time period for completion of different activities are provided in Section V- Scope of works.

**SIGNATURE OF TENDERER**

## Section-V

### SCOPE OF WORK

#### 1. General

The **Cochin Port Authority (CoPA)** is one of the Major Ports under Ministry of Ports, Shipping and Waterways. Cochin Port Authority intends to appoint Third Party Inspection Agency for the Inspection of “Design, Manufacture, Supply, Transportation, Erection, Testing and commissioning of 2 Nos. Rail Mounted Electrical Level Luffing Single Jib and Double Jib Cranes of 50 Tons Capacity each for the **Re-construction of North Jetty at Naval Base, Kochi**. The Inspection Agency shall have to attend inspection calls at Kroll Cranes A/S, Denmark. As the Crane and its components of 50 Tons ELL Cranes have far reaching impact on ultimate performance and functional requirement of the desired handling of loads by Indian Navy, the TPIA shall carry out Inspections as per the program furnished in the Quality Assurance Plan (QAP) submitted by the Crane Manufacturer. CoPA proposes to select Third Party Inspection (TPI) Agency for carrying out Inspection of the Cranes at various stages as per the QAP approved by the TPIA.

2. The detailed scope of service is furnished hereunder.

- a. Inspection of the Cranes as per the QAP approved by TPIA shall be carried out by the TPIA appointed. The Technical Specification and detailed Parameters of the 1 No. Double Jib ELL Crane and 1 No. Single Jib ELL Crane of 50 Ton Capacity each will be shared from M/s AFCONS Infrastructure Ltd., Mumbai, the EPC Contractor for the **Re-construction of North Jetty at Naval Base, Kochi** to carry out Third Party Inspection by TPIA.
  - i. The approval of detailed General Arrangement drawing with dimensions and as per Ultimate User’s contract specification.
  - ii. Review of Design & stability calculations, motor power calculation, Brake selection and Electric schematic diagrams.
  - iii. Approval of the Quality Assurance Plan (QAP) submitted by the manufacturer and finalization in consultation with final approval of employer / user. Amendment in QAP if any suggested by employer and user during execution shall also be appraised and finalized by TPIA.
  - iv. Approval of individual drive applicable drive assembly drawings like hoist, luff, slew and LT Operations.
    - v. Review of and drawings of main load carrying members including bogies, balancers, portal legs, portal beam, vertical mast, Girder, machinery frame, A- frame and all such applicable items of subject crane.
    - vi. Location & mounting arrangement of control panels.
    - vii. Material verification with mill certificates for the physical and chemical properties of steel plates and sections if required, witnessing physical tests on specimens representing critical parts, such as wire ropes, hooks, sheaves, swivels, terminal attachments etc., witnessing proof load test of hooks and bottom blocks etc.
    - viii. Approval of welding procedures and welders qualification tests.
    - ix. Ensuring radiographic standards and other Non Destructive Testing (NDT) requirements such as ultrasonic magna flux etc are met with as per relevant codes.
    - x. Ensuring heat treatment, where required, is carried out as required by relevant codes.
    - xi. Inspection of Purchased and Bought out items ordered by the Crane Manufacturer at Abroad at suppliers/ sub-suppliers works and identified Testing Laboratories. The inspection comprises of visual, dimensional, physical, functional, analytical, electrical,

mechanical and non-destructive examination of large variety of items required for the construction of ELL Crane.

- xii. General examination during and on completion of fabrication and machining of main structural steel work to ensure good workmanship and compliance to approved plans.
- xiii. Examination of all critical items and their assembly together with main items of electrical equipments including control and protection panels, break thrusters, limit switches, inverter and associated programmable logic control (PLC), transformers, cables, bus bar systems, light fittings etc.
- xiv. Witnessing the tests of electric motors, control panels etc at the manufacturer's works to ensure compliance to specification and standard and endorsing all test certificates and stamping the items inspected.
- xv. Ensuring that protection coating systems are applied in accordance with order requirements and technical specifications.
- xvi. Final inspections on completion of manufacture and shop assembly including verification of principal dimensions. All prescribed load, overload tests and functional tests of the drive, hoisting and other mechanism, mechanical apparatus and electrical equipment to be witnessed.
- xvii. Witnessing assembly and erection at North Jetty, Naval Base site throughout the erection period together with load and functional test.
- xviii. Final stamping and certification of the crane.
- xix. Any other inspection/ test as required by the purchase/work orders issued to the suppliers and as per the technical specification by the Crane Manufacturer.
- xx. Cochin Port Authority reserves the right to alter, modify the scope of supply at their discretion and consistent with policy of the Government of India and statutory bodies under them as applicable to the contract from time to time. TPIA shall ensure the compliance of the same by the Crane Manufacturer.

### 3. Inspection Methodology.

Inspection shall be carried out as per provision of Work Order placed by M/s AFCONS Infrastructure Ltd., Mumbai, the EPC Contractor and applicable inspection documents like Quality Plan, approved drawing, data sheets and purchase specification etc. The stage inspection shall be done, if called for in Quality Plan, PO or any other applicable document at the works of main supplier or sub-supplier or Testing Laboratory. The supplier shall provide all necessary facilities for carrying out inspections, measurements & testing. The inspection agency should satisfy themselves for adequate safety at the Suppliers works. CoPA shall not be responsible for any loss/ damage on this account. In case of unsafe working conditions at the Supplier's works, the TPIA should immediately inform CoPA. The inspection agency shall ensure use of calibrated measuring instruments and equipments. The inspection agency shall verify.

- i. Material Test Certificate & traceability records to ensure use of correct material.
- ii. Supplier's internal QC records.
- iii. Compliance with process parameters as per Quality Plan.
- iv. Qualification record of equipment, process & personnel for special Processes like welding, brazing, Non Destructive Evaluation (NDE), painting & metal coating etc.
- v. Type test certificate or any special certificates called for in the Work Order.
- vi. The Inspection Agency shall endorse all verified certificates with comments (Witnessed or verified) as per applicable document. In the dimension report the dimensions checked/ witnessed shall be encircled and marked 'W'.
- vii. The Inspection Agency shall carry out visual dimensions inspection, Non Destructive Evaluation (NDE) and material testing etc, as per applicable standards & documents.
- viii. In case of non-conformance or ambiguity between purchase specification, Approved Drawing, Data sheet, Quality plan etc. inspection agency shall report Non-Conformance through Inspection Report on the date of Inspection itself and intimate to CoPA.

- ix. Inspection shall be treated as complete only when final inspection report 'for acceptance' is issued after completing all stages of inspection.
- x. The accepted items shall be identified with seal and reference of seal given in the Inspection Report (IR). Location of seal shall be mentioned in the inspection report.

**TERMS & CONDITIONS:-**

1. The inspection charges of TPIA **should be quoted in Indian Rupees only** as per the Price Schedule BOQ Format in the GeM Portal.
2. The rate per additional visit may be also be quoted separately.
3. The rate quoted for additional visit will not be considered for evaluation purpose. At the time of actual inspection, if additional visits are necessitated, the payment for additional visits will be considered as per the necessity and certification by the Crane Manufacturer.
4. All expenses including Travelling expenses, local expenses of official(s), Accommodation of TPIA, documentation charges etc. in connection with rendering of inspection services shall be borne by the TPIA. Accordingly, the rates shall be quoted taking into account all the above.
5. The prices quoted should be firm and not subject to any change.
6. Expenses for conducting all tests including specific tests if any, to be witnessed by TPIA will be borne by the Crane manufacturer.
7. Agreement: The successful TPIA is required to execute an agreement with Cochin Port as per the standard format of Cochin Port attached to this document.
8. For the sake of identification, logo of TPIA should be stamped on the equipments/items after inspection.

PRICE SCHEDULE – B

SL NO.	DESCRIPTION OF SERVICE	Unit	Amount in Indian Rupees	Amount in words
(1)	(2)	(3)	(4)	(5)
1	Third Party Inspection charges for conducting inspection at Crane manufacturer's premises as per the QAP approved by TPIA and witnessing operational demonstration at North Jetty at Naval Base, Kochi as mentioned as per the Scope of Work – Section V and Terms & Conditions given in this Tender Document.	Lumpsum		
2	<u>CHARGES FOR ADDITIONAL VISITS</u> Charges per additional visit for inspection at the Firm's premises i.e Kröll Cranes A/S, Denmark, if any.			

Signature of TPIA with seal & date

Note:- (1) The rates shall be quoted in **Indian Rupees only**.

(2) The rates shall be quoted for Sl. No (1) and (2) of the Price Schedule above.

(3) **The Inspection charges shall be quoted inclusive of GST.**

(4) The Bidder should quote for both the items ie.Sl.No.1 & 2.

(5) The Price shall not be disclosed either directly or indirectly in the Technical bid. Otherwise the bid will be treated as invalid and not considered for financial bid opening.

**SECTION -I**

**COCHIN PORT AUTHORITY  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI**

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 Contract “**PROVIDING THIRD PARTY INSPECTION SERVICES  
FOR THE INSPECTION OF 2NOS. OF RAIL MOUNTED ELL CRANES  
OF 50 TON CAPACITY FOR THE RECONSTRUCTION OF NORTH  
JETTY AT NAVAL BASE, KOCHI**”

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

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

1. Bid Security Declaration
2. Cost of tender document/Tender Processing fee
3. Power of attorney

Signature

(Authorised Signatory)

**SECTION -I**

**COCHIN PORT AUTHORITY  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI**

**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 **“PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF 2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI”**

**(Tender No.-----).**

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  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI**

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

Signature

(Authorised Signatory)

**SECTION -I****COCHIN PORT AUTHORITY  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI**

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	<b>Bidder to fill up the details here</b>
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. 12.1 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/organisations, 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  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI****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  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI****FINANCIAL CAPABILITY**

(A) 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 or Competent Authority.

**Certified by Chartered Accountant**Signature  
(Authorised Signatory)

**SECTION -I**

**COCHIN PORT AUTHORITY  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI**

**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  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI**

**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  
(Authorised Signatory)

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

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

Signature with seal  
(Authorised Signatory)

## SECTION -I

**COCHIN PORT AUTHORITY  
MECHANICAL ENGINEERING DEPARTMENT**

Tender No:

**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF  
2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE  
RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI**

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

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

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

Date \_\_\_\_\_

To

Cochin Port Authority  
W/Island,  
Cochin 682009.

Dear Sirs,

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

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

liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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

5. We, \_\_\_\_\_ Bank Ltd., further agrees with the Port Authority that the Port Authority 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 Authority against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or by any such matter or things whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

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

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

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

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

**WITNESSES**

_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)

---

---

(Name)

(Name)

---

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney

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

Dated \_\_\_\_\_

AGREEMENT NO:

This agreement is made at Cochin this the-----day of -----, Two Thousand Twenty Three between M/s. .... represented by Sri. ----- aged -----years, son of Sri. ----- residing at ----- (House name and No.) ----- District ----- State ----- (hereinafter referred to as "The Third Party Inspection Agency(TPIA)" which expression shall include their successors, assignees and administrators) of the one part AND the Board of Trustees of Port of Cochin, Willingdon Island, Cochin-682 009, a Trust formed under "Major Port Trust Act 1963" represented by the Chief Mechanical Engineer (hereinafter referred to as "The Employer" which expression shall include their successors, assignees and administrators in the office) of the other part.

Whereas the "Employer" had requested the **"PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF 2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI"** node Notice Inviting Tender No.----- dated ----- and the TPIA had submitted an offer vide No. ....dated ..... for the same giving the rates, terms and conditions etc. And whereas the said offer of the TPIA has been accepted by the Employer and a work order No.....dated ..... has been issued to the TPIA accepting their offer subject to the conditions mentioned in the work order. And as per one of the terms of the above work order, an agreement will have to be executed between the TPIA and the Employer.

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. The TPIA hereby agrees to execute the Work of **"PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF 2NOS. OF RAIL MOUNTED ELL CRANES OF 50 TON CAPACITY FOR THE RECONSTRUCTION OF NORTH JETTY AT NAVAL BASE, KOCHI"** as described in the work order, at the rates shown there under, subject to the conditions mentioned in the work order, all hereunto annexed within the completion period mentioned in the Work order:

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

1. Offer No..... dated .....furnished by .....
2. Work order No. ....dated ..... with enclosures,
3. This Agreement .

3 Any of the counter terms and conditions of the TPIA shall not be taken as terms and conditions of this contract/ agreement unless the Employer in writing specifically agrees to it.

IN WITNESS WHEREOF THE TPIA has hereunto set his hand and seal.

And on behalf of the Board of Directors of Port of Cochin, the Chief Mechanical Engineer has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

Signed, sealed and delivered

by Shri. -----

TPIA

of-.....,

.....,

.....,

.....

(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 Authority on behalf of

Board of Directors of Port of Cochin.

EMPLOYER

Signed and affixed the common

seal of Board of Directors of the

Port of Cochin in the presence of

1) Signature with address:

2) Signature with address: