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TENDER DOCUMENT FOR

**“COMPREHENSIVE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF AIR
CONDITIONERS INSTALLED AT VARIOUS OFFICES/ BUILDINGS/ TUGS OF COCHIN
PORT AUTHORITY FOR 3YEARS”**

(TECHNICAL BID)

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

COCHIN PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT
Tender for
**“COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF AIR
CONDITIONERS INSTALLED AT VARIOUS OFFICES/ BUILDINGS/ TUGS OF COCHIN
PORT AUTHORITY FOR 3 YEARS”**

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COCHIN PORT AUTHORITY

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SECTION I NOTICE INVITING TENDER

1. Tenders are invited through Government e- Marketing Place (GeM portal) in **Single Stage Two Cover** bidding procedure [Technical Bid and Price Bid] by the Chief Mechanical Engineer, Cochin Port Authority, Cochin-682 009, from Proprietorship/ individual/Limited company/LLP/Joint Venture, meeting the Minimum Qualification Criteria specified below for the work of “**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT of 186nos. of air conditioners installed at various Offices/ Buildings/ Tugs of Cochin Port Authority for 3 years**”. Tenderers, who fulfill the Minimum Qualification Criteria and Terms and Conditions given below, may register their tenders through GeM well in advance on or before the scheduled date of submission.
2. **MINIMUM QUALIFICATION CRITERIA (MQC)**

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

2.1 Experience

The bidder should have satisfactorily completed **ANNUAL MAINTENANCE CONTRACT of Air conditioners, including replacement of spares, periodical servicing, breakdown servicing of spilt and package inverter/ non-inverter type ACs** as detailed below to their clients during the last 7 (seven) years ending on **31/10/2024**;

- (i) One contract work costing not less than **Rs.18,02,500/- OR**
- (ii) Two contract works, each costing not less than **Rs.11,26,600/- OR**
- (iii) Three contract works, each costing not less than **Rs.9,01,200/-**

This may be furnished in the Proforma in ‘Annexure-4a&4b’ of the tender document. The previous experience carried out by the tenderer as subcontract to the main contractor will also be accepted.

2.2 Financial Turnover

Average annual financial turnover should be at least **Rs.6,75,900/-** during the last three (3) years, ending 31st March 2024[2021-'22, 2022-'23, 2023-'24]. This may be furnished in the Proforma in ‘Annexure-5’ of the tender document.

- 2.3. The tenderer should submit the following documents along with the tender to prove the MQC:
 - (i) Notarized copies of Work Order or Contract Agreement and certificate of satisfactory performance / completion with work order number and value of the item(s), issued by the Client, as proof for the assignments/ works performed and

- claimed by the tenderer to fulfill the eligibility criteria for qualification.
- (ii) 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 [2023]	1.07
Two years [2022]	1.14
Three years [2021]	1.21
Four years [2020]	1.28
Five years [2019]	1.35
Six years [2018]	1.42

- (iii) Experience certificates of works executed in private sectors/ organizations shall be considered for qualification only on submission of Form (26AS) along with work order and completion certificate.
- (iv) 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 2023-24 shall be submitted. Chartered Accountant will provide their UDIN (Unique Document Identification Number) while certification with QR code if available.
3. Eventhough the tenderers meet the above qualifying criteria, they will be disqualified if they have:
- (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/ or
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
4. Pertinent information to the tender is given in the following tables:
- (i) Schedule of different activities till submission of the tender are detailed as under:

Table 1.2

Sl. No.	Particulars	Date and Time
1.	Tender e-publication date	25/11/2024
2.	Download period of tender documents	25/11/2024 to 16/12/2024
3.	Date of pre-bid meeting	05/12/2024 11:30 hrs
4.	Last date for seeking clarification	05/12/2024 11.00 hrs
5.	Likely date for uploading the addendum/ clarification if any,	06/12/2024
6.	Last date and time of submission of bid	16/12/2024 at 20.00 hrs.
7.	Date and time of opening the bid	16/12/2024 at 20.30hrs.

- (ii) Bid information:

Table 1.3

i)	Estimated Amount put to tender	Rs.22,53,160/- -including GST (Rupees Twenty two lakh fifty three thousand one hundred and sixty only)
ii)	Earnest Money Deposit. (Exemption shall be given as per Clause 9 below)	2% of estimate amount: Rs.45,000/-. (The EMD shall be furnished in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt/Bank Guarantee from a Commercial Bank in favour of "FA&CAO, Cochin Port Authority", encashable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects.)
iii)	Cost of Tender document/ Processing Fee	Not Applicable
iv)	Validity period of tender	90 days from the last date for receipt of tenders
v)	Period of Contract	3 years from the date of LOA

5. The scope of work includes the following works:

- (i) **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT of Air conditioners, including replacement of spares, periodical servicing, breakdown servicing, of spilt/ package/ tower type air conditioners of various capacities installed at various Offices/ Buildings/ Tugs of Cochin Port Authority for three years.**
- (ii) **Shifting of air conditioners of capacity up to 2T from one place to another including dismantling, re-installation and commissioning, the rate for which shall be intimated in the technical bid.**

The tenderer shall visit and examine the site of work and its surroundings and assess the condition of the air conditioning units, acquaint himself with the nature of work mentioned in the scope of work.

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

10. Bidders should submit their bid proposal online, complete in all aspects including scanned copy of EMD or MSME/UAM registration certificate for exemption of EMD, in the Portal of GeM(<https://gem.gov.in/>) on or before last date and time of Bid Submission as mentioned in the tender strictly in accordance with the instructions to bidders (ITB), terms and conditions of the tender document. **Original of EMD shall be submitted to the office of the undersigned on or before the due date of opening.**
11. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this tender shall be uploaded on the above mentioned websites only and no intimation will be sent to the individual bidders. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned websites.
12. The bidders shall agree to all the terms and conditions of the tender document.
13. On the due date of bid opening, the Technical bids will be opened online in the GeM Portal. Bid proposals received without the prescribed Earnest Money Deposit (EMD) or Documents for exemption of EMD will be considered as non-responsive. In the event of any date indicated is a declared Holiday, the tender will be opened on the next working day.
14. For proper uploading of the bids on the portal namely <https://gem.gov.in/> (referred to as the 'portal'), it shall be the sole responsibility of the bidders to appraise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting GeM, through e-mail to: helpdesk-gem@gov.in or call on Toll Free Numbers (Inbound): 1-1800-419-3436/ 1-1800-102-3436 (9:00am-6:00pm Mon to Sat) Help Desk Out bound No's: +911244875125, 7042737878 & +917556685120, as and when required.
15. 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.
16. The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid. In this regard the firm should submit a declaration that they have not been blacklisted or debarred by any Central / State Government/ Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of bid.
17. **This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid**
18. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.

Sd/-
CHIEF MECHANICAL ENGINEER
COCHIN PORT AUTHORITY

SECTION I
2. INSTRUCTIONS TO TENDERERS

1. Introduction

The tender is invited for the work of “**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT for three years for 186nos. of air conditioners of different capacities and of different types, which are installed at various Offices/ Buildings/ Tugs of Cochin Port Authority for 3 years**”. The location of all the air conditioning units is enclosed. The scope of work includes the following :

- (i) **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT** of Air conditioners, including replacement of spares, periodical servicing, breakdown servicing, of spilt/ package/ ductable/ cassette/ tower type ACs (inverter type or otherwise) of various capacities installed at various Offices/ Buildings/ Tugs of Cochin Port Authority for 3 years.
- (ii) Shifting of air conditioners of capacity up to 2T from one place to another including dismantling, re-installation and commissioning, the rate for which shall be intimated in the technical bid.

The tenderer shall visit and examine the site of work and its surroundings and assess the condition of the air conditioning units, acquaint himself with the nature of work mentioned in the scope of work.

2. General Instructions

- 2.1** The work is to be executed as described in the Bid document and in particular in the Scope of work, Terms & Conditions and Schedule of Quantities etc. and in general includes but is not limited to supplying all items including consumables and equipment necessary to execute the work as described in the Bid Document.
- 2.2** Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document including addendum/corrigendum, within the quoted price.
- 2.3** A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.4** The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalization of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.

- 2.5 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 2.6 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document).
- 2.7 Telex/E-mail offers will not be considered. Bidders should prepare their bid themselves and upload in the Gem portal.
- 2.8 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 2.9 While evaluating the document, regard would be paid to National security considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
- 2.10 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Mechanical Engineer, Cochin Port Authority, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder.
- 2.11 Any error in description, any omissions there from shall not vitiate the contract or release the contractors from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract
- 2.12 All the Bank Guarantees (BGs) to be furnished by the contractors in connection with the tender shall be drawn in favour of the FA&CAO, CoPA, and shall be sent to the Chief Mechanical Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.
- 2.13 The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.
- 2.14 The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. Work Order shall be issued only to the contractors who are registered under EPF organization and ESI Corporation. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.
- 2.15 The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

3. Invitation for Bids:

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

4. Purchase of Tender Documents:

Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. are available in the GeM portal (<https://gem.gov.in/>), in the CoPA website (www.cochinport.gov.in) as well as in the Central Public Procurement Portal of Govt. of India, (www.eprocure.gov.in) . Interested bidders have to necessarily register themselves in the GeM portal to participate in the tender and shall download the tender documents for submission

from these portals as per the provisions available therein on the dates specified in the Tender documents. Demand Draft/Banker's cheque towards EMD, drawn in favour of the Financial Adviser & Chief Accounts Officer (FA & CAO), CoPA from any Commercial bank having its branch at Cochin shall be submitted in original at the Employer's office before the due date and time of opening of the bid and scanned copy of the same shall be attached with the e-tender.

5. One Bid per Bidder:

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

6. The Bidder

The Bidder shall be a single entity / Consortium.

7. Cost of Bidding:

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

8. Site visit:

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

9. Clarification of the Bidding Documents:

9.1 The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be sent through e-mail to: cme@cochinport.gov.in and dycmeele@cochinport.gov.in so as to reach them at least on the date fixed for the pre-bid meeting. It is to be noted that no queries, clarifications will be answered after the pre-bid meeting.

9.2 Pre-Bid Meeting:

9.2.1 An online pre-bid conference will be held in the CME's office of Cochin Port Authority, to answer clarifications, if any, on the bid document. This conference will be held on the date notified in the Notice Inviting Tender. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in e-tender portal. Any modification of the bid documents as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum/corrigendum.

9.2.2 A prospective tenderer requiring any clarification of the tender shall submit their queries in writing/e-mail in advance before the pre-bid meeting. The Pre-Bid meeting will be held through Video Conference and the link will be shared to the bidders on their request. The bidders who wish to attend the Pre-bid Meeting may send clarifications well in advance by email to the Chief Mechanical Engineer so as to share the link for attending the meeting through Video Conference.

10. Amendment of Bidding Documents:

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

extend the due date for submission of Bid and bid extension notice shall be hosted in the web site.

11. Preparation of bids:

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

12. Bid Prices:

12.1 Item Rate basis contracts

The Bidder shall quote rates for all items as specified in the BoQ including GST and the bidders are requested to quote the total cost for the "COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT for three years for 186nos. of air conditioners of different capacities and of different types, which are installed at various Offices/ Buildings/ Tugs of Cochin Port Authority for 3 years" including GST in the GeM Price Bid.

The contract shall be for the whole work based as per the Bill of Quantities uploaded in the tender.

12.2 Tenderer should ensure that his tendered amount as per Price bid is not mentioned anywhere in the techno commercial bid or any other documents in technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall be summarily rejected.

12.3 The rate quoted by the Tenderer shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever, including Goods and Service Tax (GST).

12.4 Currencies of Bid and Payment:

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

13 Bid Validity:

Bids shall remain valid for a period not less than 90 (ninety) days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before these periods or make any modification in the terms and conditions of the tender which are not acceptable to the department, action will be taken as per Clause 15 below.

14 Bid Security / EMD:

14.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.45,000/- (Rupees Forty-five thousand only)**. The EMD shall be furnished in the form of Account Payee Demand Draft/ Banker's Cheque from a Commercial Bank in favour of FA&CAO, Cochin Port Authority, payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The Earnest Money deposit will not carry any interest. Any bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be rejected by the Employer. Exemption shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department). In this regard the firm should submit valid certificate along with QR Code along with the tender, for claiming the available exemptions.

14.2 Forfeiture of Bid security/ EMD: Bid Security/EMD will be forfeited in the following cases:

(a) If a Bidder withdraws his bid during the period of bid validity.

(b) In the case of a successful bidder who fails

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

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

the specified time limit.

- 15 No Alternative Proposals by Bidders:
Bidders shall submit offers that comply with the requirements of the bidding documents. Alternatives will not be considered.

16 Signing of Bid:

- 16.1 The Tenderer shall prepare one set of his Tender (all Volumes), duly completed signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. Then it shall be scanned and upload in the e tender portal for submission.

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

17 Bid Submission:

Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid through** e- tender mode.

For online submission of **Technical Bid**, the scanned copies of the documents under item nos. (a) to (l) as detailed in clause 20.1 below need to be submitted through e-Tendering mode on <https://gem.gov.in>. Price bid shall be submitted through e-tendering mode on <https://gem.gov.in> before **the date and time notified in NIT**.

18 Information Required In The Bid

Bid shall be submitted in two parts, Part - I: Technical Bid and Part - II: Price Bid, through GeM portal.

- 18.1 **Part I -Technical Bid** shall contain the following:

- a) Financial instrument towards EMD or MSME Udyam Registration certificate along with QR code, as applicable.
- b) Letter of Submission (vide **Annexure-1**)
- c) Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide **Annexure-2**).
- d) Organization Details (vide **Annexure-3**)
- e) Proof of experience in support of MQC as per **Annexure-4a&4b**: Work Orders and Completion Certificates in proof of experience in similar works as detailed under MQC Experience, under Clause no:2.1 of Notice Inviting Tender.

Explanatory notes:

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

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

- (2) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
- (3) The works indicated in **Annexure-4a&4b** will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- f) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years (2021-22, 2022-23 & 2023-24) (vide **Annexure-5**) supported by Audited Financial Profit & Loss statements & Balance Sheet for the last three years.
- g) Bid document including all addendum/corrigendum duly signed and sealed.
- h) Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
- i) Copies of PAN, GST, EPF and ESI registration
- j) A declaration to the effect that (vide **Annexure -8**):-
- (i) No conditions are incorporated in the bid. In case any conditions are specified in the bid, the tender will be rejected summarily without making any further reference to the bidder.
- (ii) 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.
- (iii) We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
- (iv) We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
- k) Bank information for e- Payment system as per **Annexure-10**.
- l) The bidder shall indicate the rate for 'Shifting of air conditioners of capacity up to 2T from one place to another including dismantling, re-installation and commissioning' in the technical bid. The rate will not be considered for tender evaluation.
- 18.2 **Part II : "Price Bid"** : The Bidder shall quote the AMC rates as per the Bill of Quantities (BOQ) and shall submit in the GeM portal <https://gem.gov.in>. The quoted amount shall include all taxes and duties, including GST.
- 19 Deadline for Submission of the Bids:**
Tenders attaching all documents shall be submitted through GeM portal strictly in accordance with the instructions to the tenderers, terms and conditions of tender document before the time and date notified.
- 20 Bid Opening**
The Chief Mechanical Engineer or his representative will open the tenders in the web <https://gem.gov.in>. The technical bids of the tenders received will be opened on the due date of submission.
Technical Bid: Technical Bid shall be opened in the office of the **Chief Mechanical Engineer, Cochin Port Authority** at the time & date mentioned in the GeM bid document. Submission of EMD or NSIC/ MSME/ UAM certificate is verified initially. In case the earnest money / NSIC/ MSME/ UAM certificate is not furnished or is not in order, the Bid will not be opened further. In the event of a tender being rejected, the earnest money paid with such unaccepted tender shall be refunded to the tenderer.

21 Bid Opening – Price Bid:

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

22 Clarification of Bids:

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

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

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

23 Examination of Bids and Determination of Responsiveness:

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

- i) meets the minimum eligibility criteria defined in the tender.
- ii) 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;
- iii) is accompanied by the required Bid security (EMD) or MSME/UAMregncertificateand;
- iv) is responsive to the requirements of the Bidding documents.
- v) 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.
- vi) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- vii) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- viii) Undertakes in the Technical Bid that he has not incorporated any conditions in the Bid.

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

24 Evaluation and Comparison of Bids:

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

25 Evaluation of Price Bid

- i) The tenderers shall quote their rates for all the items as per schedule, including GST, in the GeM portal.
- ii) Only those tenders, as determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Cochin Port 's decision on this shall be final, conclusive and binding.
- iii) To determine the lowest evaluated bid, Cochin Port Authority will consider overall lowest of all the items together.

26 Alteration of tender documents:

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

27 Alternative conditions and Proposal:

Tenders containing any qualifying conditions or even Tenderer's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price Bid of such Tenderer's will not be opened. Tenderers shall submit offers that comply with the requirements of the bidding documents. Alternatives will not be considered.

28 Award of Contract:

28.1 The Employer will award the Contract to the bidder whose offer has been pre-qualified in the technical evaluation as responsive to the bidding documents and has been determined to be the lowest evaluated tender for all the items together.

28.2 Letter of Award (LoA)

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

29 Release of Bid Security / EMD:

The Bid Security/EMD of unsuccessful bidder other than L1 will be refunded immediately after ranking of the Bids. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

30 Performance Security:

30.1 Within not later than 21 days of the receipt of Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security for an amount equivalent to **10%** of the Contract price rounded off to the nearest Rs. 1,000/-. Out of 10% of the Security Deposit, 5% is in the form of Account Payee Demand Draft/ Banker's Cheque/ Bank Guarantee from a Commercial Bank in favour of "FA&CAO, Cochin Port Authority", encashable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects, and 5% in the form of retention money from each bill.

30.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be in the Format enclosed and the same should remain valid for a period of 60 days beyond the completion of contract period.

30.3 Failure to submit security deposit within stipulated period will be entitled CoPA to terminate the /cancel the LoA.

30.4 Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.

30.5 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.

30.6 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. Also, failure to execute the agreement within stipulated period will entitle CoPA to cancel the LoA.

31 Signing of Agreement

The successful tenderer will be required to execute an Agreement at his expense within 28 (twenty-eight) days from the date of work order, on proper value Kerala State Stamp Paper in the prescribed form. Agreement can be entered only after furnishing of Security Deposit by the contractor. 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.

32 Fraud and Corrupt Practices:

32.1 The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security 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.

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

(a) "Corrupt practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the 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.

33 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.

34 Conditions for bid submission by JV

- 34.1 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.
- 34.2 Bid submitted by an unincorporated Joint Venture of companies (JV) /Consortium of companies (Consortium), shall comply with the following requirements:
 - a) There shall be a Joint Venture Agreement between the constituent firms specific for the contract package for which the bids are submitted. The JV Agreement shall include among other things, the joint venture’s objectives, the proposed management structures, the proposed distribution of responsibilities both financial as well as technical for execution of the work, the contribution of each partner to joint venture operation, the commitment of all partners to jointly and severally liable for due performance, recourse/ sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
 - b) The most experienced partner will be nominated as the Lead Partner and his nomination shall be evidenced by submitting power of attorney signed by the legally authorised signatories of all the partners.
 - c) The Lead Partner of the joint venture will provide suitable experienced personnel for at least 3 (three) positions in the assignment during the whole period of contract execution and a statement to this effect should be included in the Joint Venture Agreement.
 - d) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorised signatories of all partners.
 - e) The Lead Partner shall be authorised to incur liabilities and to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
 - f) All partners of the Joint Venture shall be liable jointly and severally for the execution of

the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.

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

- x) One of the partners of JV/Consortium should have downloaded the bid documents.
- y) Number of partners in JV/Consortium shall be limited to maximum of three.

SIGNATURE OF BIDDER

SECTION 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 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 (including GST) 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 AMC related Services by the contractor in accordance with the terms and conditions set forth in the contract.
 - g) "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.
 - h) "Day" shall mean English Calendar Day.
 - i) Employer/Cochin Port Authority/CoPA/Port/Board" means Board of Major Port Authority for Cochin Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Chief Mechanical Engineer or Deputy Conservator or any other officers so nominated by the Board.
 - j) "Employer's Country" is INDIA.
 - k) "GCC" means the General Conditions of Contract.
 - l) "Month" shall mean English Calendar Month.
 - m) "Engineer"/ "Officer in-Charge" means Employee of Employer or any other person, nominated by the Employer.
 - n) "**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
 - o) The "**Schedule**" shall mean the schedule or Schedules attached to the specifications.
 - p) "Start Date" The start date shall be seven days from the date of issue of LoA/LoI
- 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.
- a. 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.

- b. **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.
- c. The following shall form part of the Contract Document:
 - (1) Agreement
 - (2) Letter of Acceptance and notice to proceed with works
 - (3) Correspondences exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
 - (4) Contractor's Bid
 - (5) Contract Data
 - (6) Conditions of Contract like ITT, GCC, Scope of work, Technical Specifications, General Instructions etc.
 - (7) Bill of quantities and any other documents listed in the tender as forming part of the Contract.

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

4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been served when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such Party from the address specified below:

The Chief Mechanical Engineer,
I Floor, New Administrative Building,
Cochin Port Authority, Cochin-682009, Kerala, India.
Tel: 91-0484-2666639, 2666871 Extn: 2500
Fax: 91-0484-2666639

E-mail: cme@cochinport.gov.in / dycmeele@cochinport.gov.in

5. Settlement of Dispute and Arbitration:

5.1 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. 1crore shall not be referred for adjudication through Arbitration

5.2 Conciliation and Settlement Committee (CSC)

5.2.1 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.

5.2.2 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.

5.2.3 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.”

6. Scope of Work: The Services to be provided shall be as specified in Scope of Work and Terms& Conditions and in accordance with Schedule of Requirements.

7. 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 the end of contract period.

8. Contractor's Responsibilities:

The Contractor shall provide the services included in the Scope of Work in accordance with GCC Clauses.

9. 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.

10. Contractor's Responsibilities:

10.1 The Contractor shall supply all the Goods and Related Services included in the Scope of Work in accordance with GCC Clauses.

10.2 **Phasing of Work:** The contractor will be required to furnish a phased programme of the works as to how he intends to complete the work to the Employer within 7 days from the date of receipt of the Letter of Acceptance from the Employer. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such programmeto complete the entire work within the stipulated completion period. The Contractor shall furnish progress report to the Employer on fortnightly basis for

monitoring by the Employer, indicating delay, if any, its reason, and proposal to cover up the delay.

The work can be carried out only as per such plan approved by the employer. Based on the recommendations and directions of the employer, the contractor shall be liable to modify and resubmit the phased manner plan and get the approval of the employer within reasonable time.

- 10.3 Procurement of materials: The Contractor must make his own arrangements for timely procurement of all materials, machinery, equipment etc. of specified and or approved quality required by him for the efficient and regular execution of the works comprised in this contract from the manufacturers and suppliers concerned. Delay in supply of any of these materials, machinery, equipment etc. will not be taken as an excuse for not completing the contract within the stipulated period. Contractor shall notify the Employer of his proposed source of material prior to delivery.
- 10.4 Compliance of regulations: The contractor warrants that all Goods/Materials covered by the contract have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The Supplier shall ensure compliance with the above and shall indemnify Employer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

11. Contract Price:

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

12. Terms of Payment:

The AMC Charges will be paid at the end of every six months of the AMC period as per schedule of rates. The actual number of air conditioners for which service has been rendered will be considered for making payment during the period.

- 12.1 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
- 12.2 No further claims shall be made by the Contractor after submission of the final bill, and these shall be deemed to have been waived and extinguished.
- 12.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 12.4 All payments to the Contractor under the contract shall unless otherwise stated elsewhere be made to the Contractor in Indian currency through e- payments through designated Bank.

13. Taxes and Duties:

- i) 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.
- ii) 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 as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment. The Contractor shall be responsible for payment of all

personal income taxes to the concerned authorities as per the law in force from time to time.

- iii) TDS under GST Law: TDS under GST law shall be deducted at the prevailing rates. The Contractor shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

14. Subcontracting:

The Contractor shall notify the Employer in writing of all subcontracts awarded under the contract if not already specified in the tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the contract.

Subcontracts shall comply with the provisions of Instructions to Tenderers Clause 21, Instruction to Tenderers (Fraud and corrupt practices).

Notwithstanding any subletting with such approval as required under above and notwithstanding that the Engineer-in-Charge shall have received copies of any subcontract, the contractor shall be solely responsible for the quality and proper execution of the works, performance of all conditions of contract in all respects as if such subletting had not taken place and as if such work has been done directly by the contractor.

If any sub-contractor engaged upon the works at the site executes, any work which, in the opinion of the Engineer-in-Charge, is not in accordance with the contract condition, written notice may be given to the contractor requesting him to terminate such sub contract and the contractor upon receipt of such notice shall terminate such sub contract and the said sub-contractor shall forthwith leave the works, failing which the department shall have right to remove such sub-contractors from site. No action taken by the department under this clause shall relieve the contractor of any of his liabilities under the contract or give rise to any compensation, extension of time or otherwise.

15. Packing:

Contractor shall provide adequate packing of Equipment to prevent the damage or deterioration during transit to their final destination. The contractor shall be held responsible for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packing shall withstand hazards normally encountered with the means of transport including loading/unloading operations and shall be done in such a manner to reduce volume as much as possible. Along with the packed material, supplier should attach material list, manuals/ instructions and also the Inspection certificate/release note, wherever applicable.

16. Marking:

The following details to be written on the side face of packing:

- a) LoA Number.
- b) Supplier's Name.
- c) Batch No. with Manufacturing Date.

17. Insurance:

- 17.1 The Goods supplied under the Contract shall be insured by the Supplier at his cost, for the full value as specified in the Employer's supply order against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery from the **works until they are delivered at Employer's premises and accepted by the Employer. Such insurance policy shall be jointly in the name of Contractor and Employer** against destruction or damage by accident, fire, flood and tempests. The Contractor shall from time to time, when so, required by the Employer produce the Policy and the receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall

not affect the contractor's liabilities under contract.

17.2 The supplier shall be responsible for insurance of all his employees/representatives who are deputed for operational demonstration of equipment at Cochin, against any accidents and shall indemnify the Employer.

18. Transportation:

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

19. Consignee of Equipment:

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

20. Inspection and Testing:

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

21. Warranty:

- 21.1 The Contractor warrants that all the Goods/ spares supplied are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 21.2 The Contractor further warrants that the Goods/ spares supplied shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in INDIA.
- 21.3 The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 21.4 Upon receipts of such notice, the Contractor shall, within the period specified, repair or replace the defective Goods or parts thereof at no cost to the Employer.
- 21.5 If having been notified, the Contractor fails to remedy the defect within the time period specified, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.
- 21.6 If it becomes necessary for the contractor to replace or renew or repair any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the portions of the Supply so replaced or renewed or repaired until the expiry of six months from the date of such replacement/ renewal/repair or until the above mentioned period of 24 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.
- 21.7 If the replacement or renewals are of such a character as may affect the efficiency of the items Supplied, the Employer and/or the Engineer shall have the right to give to the contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with

the relevant clauses under Scope of Supply and Technical Specification thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor.

21.8 All inspection, adjustments, replacement or renewal carried out by the contractor during the period referred to in this clause shall be subject to the conditions of this contract which shall be binding on the contractor in all respects during the guarantee and the additional warranty period.

22. Indemnity:

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

23. Force Majeure:

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

- d. 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.
- e. 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.
- f. 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.
- g. If the Force majeure situation arises during guarantee period, unless the contractor is terminated by the employer, the guarantee period will be extended for the number of days affected by force majeure.

24. Change Orders and Contract Amendments:

- a. The Employer may at any time order the Contractor through notice to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawing, designs, or specification, where Goods to be furnished under the Employer.
 - (b) the method of shipment or packing.
 - (c) the place of delivery; and
 - (d) the Related Service to be provided by the Contractor
- b. 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.
- c. 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.
- d. 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.
- e. The quantities indicted in the Price Schedule are estimated only and are liable to be altered or omitted.

25. Extension of Time:

- a. If at any time during performance of the contract, the contractor or its Sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of

Related Services, pursuant to GCC Clause 5, the contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

- b. Except in case of Force Majeure, as provided under GCC Clause 22, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 19 (Liquidated Damages), unless an extension of time is agreed upon, pursuant to GCC Clause 24.1.

26. Termination:

a. Termination for Default:

- i. The Employer, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
 - (i) If the contractor fails to deliver any or all of the Goods within the period specified in the Contract, or within the extensions granted by the Employer pursuant to GCC Clause 24.
 - (ii) If the contractor fails to perform any other obligation under the contract or
 - (iii) If the contractor, in the judgment of the Employer has engaged in fraud and corruption as defined in Clause 21 under Instruction to Tenderers, in competing for or in executing the contract.
- ii. In the event the Employer terminates the contract in whole or in part, pursuant to GCC Clause 25.1.1, the Employer reserves its right to take any one or more of the following actions:-
 - (i) The Performance Security is to be forfeited.
 - (ii) The Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

b. Termination for Insolvency:

The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

c. Termination for Convenience:

- (a) The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) If the contract is terminated for convenience of the Employer as stated in GCC Clause 25.3 (a), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:-
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or

- (ii) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

27. Execution of Agreement:

The successful tenderer will be required to execute an Agreement at his expense within 28 (twenty eight) days from the date of Letter of Acceptance (LoA), on proper value Kerala State Stamp Paper in the prescribed form. Agreement can be entered only after furnishing of Security Deposit by the contractor. 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-B 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 appropriate value within 28 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. Additional four copies of the signed Agreement shall be submitted for the use of Engineer-in charge and the bill payment section. Failure to execute the agreement within stipulated period will be entitled CoPA to cancel the LoA.

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

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

29. Changes in constitution of firm:

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

30. Employees of the Board not individually liable:

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.

31. No Claim Certificate:

No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after submission of 'No Claim Certificate'.

32. Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the local police authorities immediately by the available means.

33. Observance by Sub-Contractors

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

34. Port Entry Permission

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his labourers and the staffs engaged in the works. The Contractor shall retain the original passes obtained by them in respect of their labour and staff engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

35. Defect Liability/guarantee

35.1 The Engineer or his nominee shall give notice to the Contractor of any Defects before the

end of the Defects Liability/guarantee Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee's notice.

36. Cost of Remedying Defects

All work referred to in Sub-Clause 34.2 shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer.

37. Uncorrected Defects.

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

38. Personnel

38.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

38.2 If the Engineer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff ~~of~~ from his work force stating the reasons, the Contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

39. The Works to be Completed by the Intended Completion Date

The Contractor may commence execution of the works on the Start Date and shall carry out the works in accordance with the program submitted by the Contractor as updated with the approval of the Engineer or his nominee and complete them by the Intended Completion Date.

SECTION IV TERMS AND CONDITIONS

1. General:-

The details of offices, their locations, Air Conditioner Type, Capacity and numbers covered under the proposed AMC are provided as per Annexure 9.

New air-conditioners installed, and which are under warranty period presently will not come under the purview of this Contract. The details of such Air conditioners presently existing will be provided during awarding of the works. When the Warranty period of these units expire during the period of AMC then, these units are also to be maintained by the Contractor till the expiry period of proposed AMC. Additional AMC Charges will be paid on pro-rata basis for the period for which these units are to be maintained at the same unit rate as applicable to similar item in the original AMC and on the same terms and conditions of this contract.

If any units are removed from AMC, the proportionate amount as per the unit rate of the Tender will be deducted.

2. Scope of works: -

- b) The scope of this Maintenance Contract includes repairing of Compressors, replacement of Starting Capacitors, Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units provided for specific time running of A.C's, Stabilizers, Rewinding of motors, providing Ball bearing of motors, Fan blades, Electronic Control Circuitry, Remote, gas charging etc as per [Annexure 7](#).
- c) Only original spare parts/quality approved by CoPA will be permitted to be used for the maintenance during the AMC Period.
- d) If any parts which are not covered in the Tender Schedule of this Contract except compressor unit shall also be replaced / repaired without any extra cost. If compressor unit of system is in damaged condition and if it is beyond economical repairs, CoPA will purchase the item (either directly from contractor or outside vendor) and supply the part to the Contractor.
- e) Periodical preventive servicing has to be carried out once in three months for all the Air conditioners covered under AMC. During the quarterly servicing, the contractor should do the water service including water washing of filter, drain tray and pipe cleaning, Evaporator brush cleaning, oiling/greasing of all Fans, checking / replacing of fan bearing, rewinding of fan motor, gas charging, checking of current consumption, checking of output performance, testing of Gas pressure if necessary, water washing of Condenser Coil, etc.
- f) Complaints regarding the non-functioning of air-conditioners are to be attended within 3 hours from the time of reporting of complaint. In case of Minor technical problems, same are to be rectified within 1 hour of diagnosing of complaint. In case of major technical problems, the same are to be rectified within 72 hours of reporting the complaint. The AMC Contractor is entitled to take back the old faulty/damaged parts of the Air-conditioner, which are replaced by new parts.
- g) Breakdown/ repairs of the ACs will be informed to the firm/ firm's authorized representative by telephone, email or SMS. The breakdown calls shall be responded/ replied by the firm and shall be attended accordingly within the time frame given above.
- h) Defective compressors are to be repaired and if it is found to be beyond

economical repairs, the same shall be replaced. The cost of new compressor shall be borne by the CoPA on actual basis. Whenever new compressors are purchased through the contractor, the Contractor has to produce original invoice and Warranty Card of the new Compressor at the discretion of the CoPA. The compressor/ condenser being replaced should match with the original star rating of the air conditioner.

- i) All the Air-conditioners covered in this contract have to be maintained as per the standards of the original manufacturing company. The contractor has to repair /service/ maintain the air conditioners under the AMC in as is where is condition when handed over to them under AMC. The CoPA has installed its own power supply arrangements in its various offices/ equipments and hence the power supply is stable and is well regulated. The CoPA will not admit any claim from the contractor that the fault/damage is caused due to bad quality of power supply and it will not absolve the responsibility of the contractor in rectifying the fault.
- j) It is the primary duty of the successful contractor to ensure that all air-conditioners under the contract are in working condition including those in unmanned area such as Server Room, UPS Room etc. Hence the contractor should monitor and daily inspect all air-conditioners in unmanned areas of CoPA premises.
- k) The ACs to be rendered the service in the Tugs / Floating vessels shall be made available at berths of wharves/other jetties and the contractor shall arrange the work accordingly.
- l) The contractor shall depute technically and professionally qualified and experienced personnel to provide requisite maintenance service as and when required, who shall be available during day time (10:00am to 5:00pm) throughout the contract period at the premises of Port Trust area or it's neighboring locations and the break down calls shall be attended within 3 hours. The attendance of such person shall be maintained and made available to the Engineer-in charge as and when asked for verification.
- m) Contractor should deploy more technicians in addition to the personnel posted as above in case of heavy workload or in case of urgency to complete the work promptly in time. For attending emergency break downs one technician must be easily available during night hours and CoPA holidays for attending the emergency calls and such calls must be attended within 2 hours from time of reporting.
- n) Details of important programs / functions of the CoPA such as Board meetings, important meeting where VVIP/VIP are attending etc that may be held in Head Office will be informed to the contractor and they should ensure smooth running of the air-conditioners on that day without failure even they are held on CoPA Holidays. Non-attendance of the technicians / non functioning of the ACs on such a day will attract penalty as per sole discretion of the CoPA.
- o) **The contract also includes shifting of air conditioners of capacity up to 2T from one place to another including dismantling, re-installation and commissioning**, the rate for which shall be intimated in the technical bid, but will not be considered for tender evaluation.
- p) The contractor shall prepare the maintenance schedule immediately after receiving the work order for AMC and it should be got approved by the Engineer or his nominee.

3. Insurance:-

The technicians deployed under AMC are to be covered by insurance under Workman Compensation Policy through reputed Insurance Companies during the AMC Period. Copies of the Insurance Policies are to be submitted to the CoPA along with first running bill.

Following registers are to be maintained by technicians without fail:

- Service /Breakdown Register: The air conditioners serviced/ maintained / repaired has to be recorded in register and endorsement from End User Department has to be obtained in register. Also Further service reports are to be made after carrying out periodical servicing and endorsement (Sign and Seal) to be obtained from End User Department.
- Complaint Register: All complaints received with respect to air conditioners under MC are to be recorded with time and date of receipt, as and when complaints are received from end user departments.

4. Payment Terms:-

The AMC Charges will be paid at the end of every six months of the AMC period as per schedule of rate. The actual number of air conditioners for which service has been rendered will be considered for making payment during the particular period. The bill must be enclosed with service reports endorsed by End User Department for all air conditioners which have been covered under AMC during the period. Bills without service reports will be deemed incomplete submission and payments will be made only on submission of all service reports. .

- a) Statutory deduction towards income tax will be made at the time of making payments. At present the income tax deduction is 2% and same will deducted on the total amount of Contract excluding GST. The GST shall be paid extra as per GST Act 2017 with its latest amendment.
- b) The awarded rates for AMC will be inclusive of all types of taxes, except GST. No extra charges will be paid over and above the contract amount except for GST.
- c) Rate Revision in the contract amount is not be permitted during the entire validity period of 3 years of the contract for any reason including during the extended period.

5. Penalty:-

- a) Penalty will be recovered from half-yearly bills of AMC as per following in case of non-satisfactory services provided under AMC:
 - Rs 100/- (Rupees hundred only) per air conditioner per day for all the air conditioners that are not rectified within 72 hours from reporting of complaint. The penalty will also be effected for every air conditioner which is not repaired post completion of 72 hours of reporting the complaint till the day the complaint is rectified.
- b) Losses incurred due to mishandling / misplacement / theft or any malpractice by technicians during the period of AMC, the Contractor has to reimburse / make good of the losses suffered by the CoPA due to fault of his technicians. In case of non – reimbursement / making good by the contractor, the same will be recovered from contractor's bills.
- c) CoPA reserves the right to terminate the contract at any time during the validity of the Contract period by giving 30 days' notice to the Contractor with or without any reason.

6. Settlement of dispute:-

- a) Every dispute, difference or a question which may arise at any time between the parties hereto or any person claiming under them, touching or arising out of or in respect of this AMC or the subject matter thereof shall first be endeavored to be amicably resolved at the Top Management level of the parties. However, in the event of such dispute, difference or question, etc. remaining unsolved, the same shall be referred to the arbitration by a sole Arbitrator to be nominated by the CoPA under the provisions of the Arbitration & Conciliation Act 1996. The place of such arbitration shall be at Cochin.
- b) The Courts in Cochin alone shall have exclusive jurisdiction in respect of matters arising out of this Maintenance Contract Agreement.

7. Mode of Communication:-

Apart from regular letter communications, all the E-mail communications from CoPA are to be treated as formal communication for all practical purposes. The mobile number of the technicians deployed for maintenance work must be registered with CoPA and whenever the numbers are changed the same must be intimated to the CoPA. The numbers registered must be accessible 24 hours round the clock.

All necessary Statutory Licenses from concerned Government Departments / Local Bodies including the labour department if any necessary for execution of the work are to be obtained by the contractor.

All security and safety regulations and guidelines as per the applicable law are to be followed. All guidelines/directions of CoPA's Security Division must be followed

8. Contract Agreement:-

An agreement will have to be executed on Kerala Stamp Paper of value Rs.200/- for the due and proper fulfillment of the contract. The successful bidder shall carry out and complete the work in every respect in accordance with the contract agreement. No subletting of work as a whole or part by the bidder is permissible.

9. Performance Guarantee:-

Within not later than 21 days of the receipt of Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security for an amount equivalent to **10%** of the Contract price rounded off to the nearest Rs. 1,000/-. Out of 10% of the Security Deposit, 5% is in the form of Account Payee Demand Draft/ Banker's Cheque/ Bank Guarantee from a Commercial Bank in favour of "FA&CAO, Cochin Port Authority", encashable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects, and 5% in the form of retention money from the bill.

10. Engineer or his Nominee:

As named in the contract data Engineer or his Nominee is responsible for supervising the contract, certifying payments due to the contractor, issuing and valuing variations to the contract, awarding extension of time and valuing the compensation events.

The servicing/repair of the air-conditioners shall be done with the permission of the Engineer or his Nominee.

SECTION V SCOPE OF WORK

The scope of work included in the COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT for the year 2021-2024 is given below, which the contractor has to do:.

- (a) **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT of Air conditioners, including replacement of spares, periodical servicing, breakdown servicing, of spilt/ package/ tower type air conditioners of various capacities installed at various Offices/ Buildings/ Tugs of Cochin Port Authority for three years.**
- (b) Shifting of air conditioners of capacity up to 2T from one place to another including dismantling, re-installation and commissioning, the rate for which shall be intimated in the technical bid.
- (c) The tenderer shall visit and examine the site of work and its surroundings and acquaint himself with the nature of work mentioned in the scope of work.
- (d) For each air conditioning unit, the operation of the compressor shall be checked, and defects if any found, shall be rectified. Repairs to Compressors shall be got done at the authorized service centre of the compressor manufacturer. The defective spares shall be replaced and consumable like refrigerant gas shall also be supplied and filled wherever necessary. If compressor replacement is required, the AMC provider shall do the same and the cost incurred shall be borne by the Port.
- (e) Entire air conditioning system shall be checked for any leakage, and defects if any shall be rectified.
- (f) Safety controls such as pressure cut outs shall be tested for proper functioning and in case of any malfunctioning they shall either be repaired or replaced as the case may be.
- (g) Air filters shall be inspected and cleaned periodically, replace if necessary.
- (h) The blower motor shall be checked and defects if any shall be rectified.
- (i) Any defects in the electrical items and control wiring shall be rectified.
- (j) The fan motors shall be checked, and defects if any shall be rectified.
- (k) The condenser coil shall be inspected, cleaned and repairs if required shall be done.
- (l) Free replacement of defective/ worn out parts with new parts such as electrical components and controls, fan motors, fan blades, insulation air filter and knobs etc. as and when required.
- (m) Overhauling at site or at service station as and when required. In case the air-conditioners are taken to service station for repairs, to and fro transportation shall be arranged by the firm.

**SECTION VI
BILL OF QUANTITIES**

Sl. no.	Type of AC	Capacity - tons	Qty.	Unit	Inv/normal	Rate/Unit Ist year of AMC	Rate/Unit 2nd year of AMC	Rate/Unit 3rd year of AMC
1	AC Package	7.5	1	No.	normal			
2	AC Split ductable	5	3	No.	normal			
3	AC Cassette	3	6	No.	normal			
4	AC Slim line tower	3	6	No.	normal			
5	AC split	2.5	1	No.	normal			
6	AC Cassette	2	4	No.	normal			
7	AC Slim line tower	2	3	No.	normal			
8	AC Split inverter	2	16	No.	inverter			
9	AC split	2	7	No.	normal			
10	AC Split inverter	1.5	13	No.	inverter			
11	AC split	1.5	109	No.	normal			
12	AC Split inverter	1	5	No.	inverter			
13	AC split	1	12	No.	normal			
	Total number of Acs		186	No.				

SECTION VII

CONTRACT DATA

[To be filled up before issuing tender document as applicable for each tender]

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

Sl. No.	Description	Reference Clause .No. in GCC
1	The following documents are also part of the Contract	
	The Schedule of other Contractors (Will be informed in due course)	(8.2)
	The Schedule of Key personnel	(9)
2	The Employer is	(1)
	THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, Cochin -9	
	Name of Authorized Representative:	
	Name : Sri. B. Kasiviswanathan IRSME, The Chairperson Cochin Port Authority, Cochin -9	
3	The Engineer is	
	Name : Sri. A. Jayasimha, Chief Mechanical Engineer Cochin Port Authority, Cochin-9	
	Name of Nominee is : Will be notified in LoA/ LoI	
	Name : Shri..... Cochin Port Authority Cochin-9	
4	Name of Contract “COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF AIR CONDITIONERS INSTALLED AT VARIOUS OFFICES/ BUILDINGS/ TUGS OF COCHIN PORT AUTHORITY FOR 3 YEARS”	(1)
5	4 copies of Contract Agreement shall be furnished by the Contractor	[7.1]
6	Tender document and other data are available in Cochin Port web site, CPPP and GeM portal	(7.2)
7	The Intended completion Date for the whole of the Work is 3 years from date of issue of LoA	(17,28)
9	The following shall form part of the Contract Document:	(2.3)

Sl. No.	Description	Reference Clause .No. in GCC
	(1) Agreement (2) Letter of Acceptance (3) Bill of quantities (4) Contractor's Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) Terms & Conditions of Contract (8) Any other documents listed in the Contract Data as forming part of the Contract.	
10	The Contractor shall submit a Program for the Works within 7days of date of the Letter of Acceptance/LoI.	(27)
11	The site is free from encumbrances.	(21)
12	The start date shall be from the date of LoA.	(1)
13	The site is located in Willingdon Island (Location of one building is at Puthuvypeen)	
14	The minimum insurance cover for physical property, injury and death is Rs.15 lakhs (Rupees Fifteen Lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13)
15	The period between Programme updates shall be 30 days.	(27)
16	The language of the Contract documents is English .	(3)
17	The law, which applies to the Contract, is the law of Union of India.	(3)
18	The currency of the Contract is Indian Rupees .	(46)
19	The maximum amount of liquidated damages for the whole of the works is 10% of the contract price.	[49]
20	The amounts of the advance payments : Nil	[51]

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

Date:

To
The Chief Mechanical Engineer,
Cochin Port Authority.

Sir,

Sub : Tender for Contract “COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF AIR CONDITIONERS INSTALLED AT VARIOUS
OFFICES/ BUILDINGS/ TUGS OF COCHIN PORT AUTHORITY FOR 3
YEARS”

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
2. Power of attorney

Signature
(Authorised Signatory)

**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 “COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF AIR
CONDITIONERS INSTALLED AT VARIOUS OFFICES/ BUILDINGS/ TUGS OF COCHIN
PORT AUTHORITY FOR 3 YEARS”.

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

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

Signature
(Authorised Signatory)

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

ELIGIBLE ASSIGNMENT DETAILS FOR MQC

Assignment Number :

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

Instructions:

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

- vii) If the experience in similar works is as a subcontractor, notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.
- viii) If the experience in similar work is in works executed in private sectors/organisations, the Form 26AS 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)

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

FINANCIAL CAPABILITY

(A) Average Annual Turnover of the Bidder

Turnover (Rs.)			
Year 1	Year 2	Year 3	Average
2021-22	2022-23	2023-24	

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)

DETAILS OF PROPOSED APPROACH & METHODOLOGY

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

Signature
(Authorised Signatory)

PLANT AND EQUIPMENT PROPOSED FOR THE WORK

Not Applicable

Signature
(Authorised Signatory)

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.**

LIST OF ACs- AMC FOR THREE YEARS				
Sl. No	Description of AC units	Qty.	Unit	Location
1	7.5T Package	1	NO	Old Board Room, North End
2	5 T Split ductable	3	NO	110 KV substation
3	3 T Slim line split	3	NO	New Admin. Block-Conference hall
4	2 T Cassette	4	NO	New Admin. Block-Board Room
5	2 T slim line split tower	2	NO	Hospital -Operation theatre no:1
6	2 T Split wall mount inverter	1	NO	Hospital -X-Ray room
7	2 T slim line split tower	1	NO	New Admin Block- CVO's cabin
8	2 T Split wall mount	3	NO	Secretary's office
9	2 T Split wall mount inverter	1	NO	Secretary's office
10	1.5T Split floor/wall mount	2	NO	New Admin. Block-Chairman's office room
11	1.5T Split floor/wall mount	1	NO	New Admin. Block-Sr. PS' cabin
12	1.5T Split floor/wall mount inverter	1	NO	New Admin. Block-PA to Dy. Chairman
13	1.5T Split floor/wall mount	1	NO	New Admin. Block-Secretary's cabin
14	1.5T Split floor/wall mount inverter	1	NO	New Admin. Block-Secretary's cabin
15	2T Split floor/wall mount inverter	1	NO	New Admin. Block-PRO's cabin
16	1.5T Split floor/wall mount	2	NO	New Admin. Block-T.M.'s cabin
17	1.5T Split floor/wall mount	1	NO	New Admin. Block-CME's cabin
18	1.5T Split floor/wall mount inverter	1	NO	CISF Barrack-Dy. Commandant's cabin
19	1.5T Split floor/wall mount	2	NO	New Admin Block- CVO's cabin
20	1.5T Split floor/wall mount	1	NO	New Admin. Block-Dy.CVO's cabin
21	1.5T Split floor/wall mount	3	NO	New Admin. Block-Port Tele. Exchange
22	1.5T Split floor/wall mount	1	NO	New Admin. Block-EPABX -operator's cabin
23	1.5T Split floor/wall mount	1	NO	New Admin. Block-Business Fac. Centre
24	1.5T Split floor/wall mount	1	NO	New Admin. Block-CCTV Control Room
25	2T Split floor/wall mount	2	NO	New Admin. Block-VTMS room
26	1.5T Split floor/wall mount	1	NO	New Admin. Block-VTMS room
27	1.5T Split floor/wall mount	1	NO	New Admin Block S&R Office
28	1.5T Split floor/wall mount	2	NO	Vallarpadam -VTMS room
29	1.5T Split floor/wall mount	2	NO	Vallarpadam -VTMS tower
30	1.5T Split floor/wall mount	4	NO	Chairman's Quarters
31	1.5T Split floor/wall mount	3	NO	Dy. Chairman's Quarters
32	2T Split floor/wall mount inverter	2	NO	Old Admin. Block-CE's chamber

33	1.5T Split floor/wall mount	1	NO	Old Admin. Block-CE's computer room
34	2 T Split floor/wall mount inverter	2	NO	Old Admin. Block-Dy. Conservator's cabin
35	1.5T Split floor/wall mount	1	NO	Old Admin. Block-Pilot's office
36	1.5T Split floor/wall mount	2	NO	New Admin. Block-FA & CAO's cabin
37	2T Split floor/wall mount inverter	1	NO	New Admin. Block-Dy.FA& CAO's cabin
38	1.5T Split floor/wall mount	2	NO	Ernakulam Wharf gate-CISF room
39	1.5T Split floor/wall mount	1	NO	Ernakulam Wharf gate-ATMs room
40	1.5T Split floor/wall mount	1	NO	Ernakulam Wharf gate-RFID control room
41	1.5T Split floor/wall mount	1	NO	Ernakulam Wharf - MHC
42	1.5T Split floor/wall mount	1	NO	CFS GATE
43	2T Inverter AC	1	NO	Hospital-CMO's Cabin
44	1.5T Split floor/wall mount	1	NO	Hospital-CMO's Cabin
45	1.5T Split floor/wall mount	1	NO	Hospital-Dy. CMO's cabin
46	1.5T Split floor/wall mount	3	NO	Hospital-Conference Hall
47	1.5T Split floor/wall mount	2	NO	Hospital-ICU
48	1.5T Split floor/wall mount	2	NO	Hospital-Operation Theatre 1
49	1.5T Split floor/wall mount	2	NO	Hospital-Operation Theatre 2
50	1.5T Split floor/wall mount	2	NO	Hospital-Operation Theatre 3
51	1.5T Split floor/wall mount	1	NO	Hospital-Minor Operation Theatre
52	1.5T Split floor/wall mount	1	NO	Hospital-Female ward Special room
53	1.5T Split floor/wall mount	4	NO	Hospital-Officer's special room
54	1.5T Split floor/wall mount	3	NO	Hospital-Medical Store
55	1.5T Split floor/wall mount	2	NO	Hospital-Lab
56	1.5T Split floor/wall mount	1	NO	Hospital-Scanning Room
57	1.5T Split floor/wall mount	1	NO	Hospital-X-Ray Room (CR room)
58	1.5T Split floor/wall mount	2	NO	Guest House-Lounge
59	1.5T Split floor/wall mount	3	NO	Guest House-VVIP Room
60	1.5T Split floor/wall mount	2	NO	Guest House-Room No.2
61	1.5T Split floor/wall mount	2	NO	Guest House-Room No.3
62	1.5T Split floor/wall mount	2	NO	Guest House-Room No.4
63	1.5T Split floor/wall mount	1	NO	Guest House-Room No.5
64	1.5T Split floor/wall mount	1	NO	Guest House-Room No.6
65	1.5T Split floor/wall mount	1	NO	Guest House-Room No.7
66	1.5T Split floor/wall mount	1	NO	Guest House-Room No.8
67	1.5T Split floor/wall mount	1	NO	Guest House-Room No.11
68	1.5T Split floor/wall mount	1	NO	Guest House-Dining Hall
69	1.5T Split floor/wall mount	3	NO	Tug-Vallarpadam
70	1.5T Split floor/wall mount	3	NO	Tug-Vypeenwheel house
71	1.5T Split floor/wall mount	2	NO	CFS -Customs Room
72	1.5T Split floor/wall mount	2	NO	CFS -Baggage Shed
73	1 T Split floor/wall mount	1	NO	Old Admin. Block-Audit

74	1 T Split floor/wall mount	2	NO	New Admin. Block -Traffic & Revenue, Finance Dept. (Gr. Floor -1, 6 th floor-1no.)
75	1 T Split floor/wall mount	1	NO	Hospital-Conference Hall
76	1 T Split floor/wall mount	1	NO	Specialist Room
77	1 T Split floor/wall mount	2	NO	Tug-Vallarpadam
78	1 T Split floor/wall mount	2	NO	Tug-Vypeen
79	1 T Split floor/wall mount	2	NO	CFS- ATM Office
80	1 T Split floor/wall mount	1	NO	CFS- ATM cabin
81	2.5 Ton Split	2	NO	New Admin Block-Conference Hall, Traffic Dpt. (2 nd floor)
82	2 Ton Split	1	NO	CISF Guest house
83	1.5 Ton Split	1	NO	Chairman's Visitors Room
84	1.5 Ton Split	3	NO	H.R.
85	1.5 Ton Split	1	NO	Hospital Doctor Cabin (Dr. Muthukoya)
86	1.5 Ton Split	1	NO	Hospital Doctor Cabin (Dr. Sindhu)
87	1.5 Ton Split	1	NO	Hospital Female Ward
88	2T Split type	3	NO	New Admin bock-EDP(5 th floor)
89	2T Split INVERTER AC	3	NO	Revenue section
90	2T Split INVERTER AC	2	NO	Harbour Master
91	3T Cassette type AC	3	NO	Chairman's office
92	3T Cassette type AC	3	NO	Dy. Chairman's office
93	2T Split INVERTER AC	1	NO	Old TM (Guptha sir)
94	1.5T Split type	2	NO	Dy. TM Office
95	2T Split INVERTER AC	3	NO	E&O Section
96	1.5T Split type Inverter	3	NO	E&O Section
97	3T slim line tower AC	1	NO	Chairman's quarters
98	2T Split INVERTER AC	1	NO	Chairman's quarters
99	2T Split INVERTER AC	2	NO	Dy. Chairman's quarters
100	1.5T Split type Inverter	2	NO	Sagarika
101	1.5T Split type	1	NO	Sagarika
102	1T Split INVERTER AC	3	NO	Sagarika
103	1T Split INVERTER AC	1	NO	CME's Cabin
104	1.5T Split type	3	NO	SEZ, Vallarpadam
105	1.5T Split type	1	NO	MULT
106	3T slim line tower AC	2	NO	VTMS
107	1T Split INVERTER AC	1	NO	Old CMO
	TOTAL	186	NOS.	

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)

PROFORMA OF PRE CONTRACT INTEGRITY PACT

(Not applicable)

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

Not applicable

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**(To be submitted on Non-judicial Stamp Paper of appropriate value)**

This Joint Venture /Consortium Agreement is made and entered into on this day of2021 by and between (i) M/s. ...**(Name of the firm to be filled in)**....., (ii) M/s.....**(Name of the firm to be filled in)**.....,, primarily for the work under the Cochin Port Authority.

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

1.0 Formation of Joint Venture/Consortium

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

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

(iii)

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

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

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

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

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

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

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

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other

conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...**Name of JV/Consortium to be filled in**....) and the Contract shall be signed by legally authorised signatories of all the parties.
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorised signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (**Name of the partner to be filled in**) -

(ii) M/s..... (**Name of the partner to be filled in**) -

(iii)

- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

- a) The Lead Partner, shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

- b) (.....**Name of Partner to be filled in**.....) shall carry out the following works

- c) (.....**Name of Partner to be filled in**.....) shall carry out the following works

- d)

- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the “Board” of Port of Cochin for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.
- 1.16. The Lead Partner shall be authorised to act on behalf of the JV/Consortium.
- 1.17. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.18. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV

/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

- 1.19. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.20. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.21 The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Cochin Port Authority shall be through that account only.

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

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

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

Witness 1
Witness 2

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

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

By this Power- of-Attorneyexecuted onthisday of(month) of 2021, we,

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

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

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

.....
.....

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

**FORM OF AGREEMENT
TO BE EXECUTED ON KERALA STAMP PAPER (Rs.200/-)**

NO. OF 2024

Sub: “ ”

THIS agreement is made at Cochin on day ofTwo thousand and Twenty four (..... --2024) *between* THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, having PAN Card No. AAALC1134F, represented by its Chief Mechanical Engineer, Sri.-----, S/o Sri....., aged ... years residing(address)..... (hereinafter referred to as “The Employer” which expression shall include their successors, assignees and administrators in the office) of the one part AND M/s. represented by Sri/Smt.. ----- -- aged -----years, son/daughter of Sri. ----- residing at ----- (House name and No.) ----- District ----- State ----- (hereinafter referred to as “The Contractor” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the “Employer” had called for the tenders for “ ----” vide GeM Bid no: Dt: and the contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc.

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

NOW THESE PRESENT WITNESSES AS FOLLOWS:

1. The contractor hereby agrees to execute the work “.....” as described in the schedule, its annexure etc. at the rates shown there under subject to the “General Conditions of Contract”, ‘Scope of work’ and ‘Technical Specifications’ and all hereunto annexed within from the date of issue of Letter of Acceptance or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The contractor has furnished a Bank Guarantee for **Rs.....** (Rupeesonly)vide Bank Guarantee No. -----

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - a) Cochin Port Authority's GeM Bid No. Dt:
 - b) Offer from M/s.No:..... dated.....
 - c) Cochin Port Authority's LoA No.....Dt:.....
 - d) This office e-mail letter dated and your reply through e-mail received on
3. The Conditions given in the LoA dated shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the contractor shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf _____ of M/s.....And on behalf of the Board of Major Port Authority for Cochin Port, the Chief Mechanical Engineer has set his hand and seal and common seal of Trustees as has been hereunto affixed the day and year first written above.

Signed, sealed and delivered
by Shri. -----
of M/s -----

CONTRACTOR

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

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

Signed, sealed and delivered by
The Chief Mechanical Engineer,
Cochin Port Authority on behalf of
the Board of Major Port Authority for Cochin Port.
Signed and affixed the common
seal of Cochin Port Authority in the presence of

EMPLOYER

- 1)
- 2)

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

In consideration of the THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, (hereafter called the “Port Authority” which expression shall include their successors and assignees) having accepted the tender No..... dated submitted by M/s.....(hereinafter called “the said tender”) for name of work“.....” as per the Chief Mechanical Engineer, Cochin Port Authority’s order No..... datedand having agreed to exempt M/s..... (hereinafter called as the “Contractor (s)” which expression shall include their successors and assignees) from the demand under the terms and conditions of the said tender and the agreement to be executed between the Port Authority and the said contractor and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called “ the said agreement”) of Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for **Rs.....** (Rupees).

1. We,..... (Name of Bank) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Port Authority an amount not exceeding **Rs.....** (Rupeesonly) against any loss or damage caused to or suffered by the or would be caused to or suffered by the Port Authority by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the agreement.
2. We, Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.....**(Rupees.....).
3. We,..... Bank Ltd., undertake to pay to the Port Authority any money so demanded not withstanding 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 claims 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 agree 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 forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance act or omission on the part of the Port Authority or any indulgence by the Port Authority to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port Authority in writing.

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

Dated theday of
for Bank Ltd.