



COCHIN PORT TRUST

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TENDER DOCUMENT FOR
“DESIGN, MANUFACTURE, SUPPLY, ERECTION,
TESTING & COMMISSIONING OF 1 NO. 15 TON
RAIL MOUNTED ELECTRICAL LEVEL LUFFING
CRANE FOR INDIAN COAST GUARD INCLUDING
AMC FOR A PERIOD OF 5 YEARS AFTER
2 YEARS GUARANTEE PERIOD”.

(TECHNICAL BID)

(E-Tendering Mode)

Website: www.tenderwizard.com/CoPT

TENDER NO. F1/ T-17/ ELL Crane-ICG/2019-M

OFFICE OF THE
CHIEF MECHANICAL ENGINEER
COCHIN-682 009

Price: INR:10, 500/-

COCHIN PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT
Tender No: F1/ T-17/ ELL Crane-ICG/2019-M

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**SECTION I
COCHIN PORT TRUST**

**Chief Mechanical
Engineer's Office,
Cochin Port Trust
W/Island, Cochin –
682009, KERALA
Telephone: 91-0484-2666639/0484-258-2300
website: www.cochinport.gov.in**



Tender No. F1/ T-17/ ELL Crane-ICG/2019-M

1. NOTICE INVITING TENDER

1. Electronic Tenders (**e-tenders**) are invited by the Chief Mechanical Engineer, Cochin Port Trust (CoPT) from the reputed Original Equipment manufacturers within India or from foreign company under single stage two cover bidding procedure [Technical Bid and Financial bid], meeting the Minimum Qualifying Criteria specified in Instruction To Bidders (ITB) for the work of **“Design, Manufacture, Supply, Erection, Testing And Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for Indian Coast Guard including AMC for a period of 5 Years after two Years Guarantee Period”**.
2. **PROVEN TRACK:**
The **Rail Mounted Electrical Level Luffing Crane** offered should be of proven design. The original equipment manufacturer (OEM) or authorized dealer should have designed, manufactured, tested, and commissioned the **Rail Mounted Electrical Level Luffing Crane** of capacity 15 T above, as per MQC given in the ITB and MQC under Clause No XI of NIT.
3. **COST OF TENDER DOCUMENT/ PROCESSING FEES:**
The cost of the tender document is INR.10,500/- (Ten Thousand Five Hundred Indian National Rupees Only) Inclusive of GST @ 5 %. The cost of tender document / processing charge, once remitted, will not be refunded under any circumstances.
4. **ELIGIBILITY:**
This tender is open to all firms including company(ies), Government Owned Enterprises registered and incorporated in India as per Company Act, 1956/2013 including JVs, Foreign manufacturer / foreign supplier etc registered and incorporated in India and those bidders with whom business is not banned by the CoPT/ any other Govt. Organization / PSUs etc. The Bidder shall not indulge in the prohibited practices, directly or indirectly, at any stage during the procurement process or during execution of contracts. Any Bidders found to be indulging any of the above practices will be disqualified.

If the successful bidder is an Indian company (Indian Bidder), the payment for entire scope of work comprising of **“Design, Manufacture, Supply, Erection, Testing And Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period”** shall be paid in Indian Rupee only.

If the successful bidder is foreign bidder (manufacturer / foreign supplier), the payment for the scope of work comprising of “**Design, Manufacture & Supply of One No. Rail Mounted Electrical Level Luffing Crane of capacity 15T including 2 years warrantee**” shall be paid in foreign currency and for installation works such as erection, testing and commissioning etc, the payment shall be made in Indian Rupee only.

5. MINIMUM QUALIFICATION CRITERIA (MQC)

The qualification will be based on meeting the minimum criteria regarding the bidder’s experience, capabilities and financial position, specified in the Qualification criteria. Any tender submitted without the necessary supporting documents is liable to be rejected. **Subcontractors’ technical experience and financial resources will not be taken into account in determining the Bidder’s compliance with the qualifying criteria.** The bid can be submitted by an Indian individual firm or Indian Private / Public company or by foreign firm individually or Public or Private company or the Joint Venture firm having at least one Indian partner. Minimum qualifying criteria for the quoting firms is as follows,

1) Technical:-

a) Experience & Past performance:

- i. The bidder (manufacturer or principal of authorized counterparts / representative) should have regularly supplied, erected and commissioned the Rail Mounted Electrical Level Luffing Crane, of capacity of 15 Ton or higher capacity/ specifications for at least **5 (Five) years**, ending 31st March 2019 or any other year ending, followed in relevant country manufactured. Copy of incorporation/ registration certificate and details of Purchase Orders to whom the equipment were supplied shall be submitted as proof thereof.
- ii. The bidder should have manufactured, supplied, erected and commissioned at least 1 (One) number Rail Mounted Electrical Level Luffing Crane of capacity of 15 Ton or higher capacity in at least one of the last **5 years** ending 31st March 2019 and the product should be in successful operation **for 2 years** on the date of technical bid opening. The bidder is required to submit the copy of supply / work orders, respective completion certificates and contact details of the clients duly authenticated by person authorized to sign the tender on behalf of the bidder.
- iii. The bidder (manufacturer or principal of authorized counterparts / representative) must have an annual capacity to manufacture and supply 1 No Rail Mounted Electrical Level Luffing Crane of capacity of 15 Ton or higher capacity. Supporting document issued by the Industries Department / NSIC/ Manufacturing License, Annual report etc shall be submitted.
- iv. **After sales service:** The bidder should have **sales and service office in South India** for rendering after sales service of the Crane quoted or should establish the sales and service centre in South India if it becomes the successful bidder. An undertaking in this regard may be submitted.

b) Financial Standing:

- i) The average annual financial turnover of ‘The bidder’ during the last three years, ending on 31st March 2019 should be at least **INR.4,71,00,000/-** or equivalent in foreign currency at exchange rate prevalent on 31st March 2019 as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
- ii) The net worth of the Bidding firm (manufacturer or principal of authorized representative) should not be negative during the last financial year ending 31st March 2019

(Note 1. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account of recurrent year) and intangible assets)

c) Applicability in special case:

Applicability to ‘Make in India’: Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing ‘Make in India’ agreement/ program and who while meeting all other criteria above, will be considered to be qualified provided:

- i. their foreign ‘Make-in-India’ associates meets all the criteria above without exemption and
- ii. the Bidder submits appropriate documentary proof for a valid/approved ongoing ‘Make in India’ agreement/program.
- iii. the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply, erection, commissioning and performance of ‘The Product’ offered including all warranty obligations as per the general and special conditions of contract.

(Note 2: No price preference shall be extended to the bidders having “Make in India” agreement / program.)

d) Authorized Representatives:

Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

- i) They have ongoing collaboration agreement with principal manufacturer and
- ii) their principal manufacturer meets all the criteria above without exemption and

- iii) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
- iv) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid of “Supply, installation, satisfactorily commissioning, after sales service for Rail Mounted Electrical Level Luffing Crane of 15 Ton capacity or higher capacity” **for past three years** ending on 31st March 2019.

Note 3: Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot be clubbed for the purpose of compliance of MQC above and each partner must comply with all the MQC criteria independently.

6. Pertinent information to the tender is given in the following Tables:

- i) **Schedule of different activities till submission of the bid are detailed as under:**

Table 1.2

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	04.12.2019
2	Download period of Bid Documents	04.12.2019 to 02.01.2020
3	Date of pre-bid meeting	17.12.2019 10.30 hrs.
4	Last date for seeking clarification	17.12.2019 14.30 hrs.
5	Likely date of uploading the addendum / clarification if any	20.12.2019
6	Last date and time of submission of bid	02.01.2020 at 15.00 hrs
7	Date and time of opening the bid	02.01.2020 at 15.30 hrs
8	Opening of price bid of technically qualified Tenderer	Will be informed at appropriate time to the Technically qualified bidders.

ii) **Bid information :****Table 1.3**

i)	Probable Amount of Contract including AMC for 5 years after 2 years guarantee	INR.15,70,00,000/- (Fifteen Crores Seventy Lakhs Indian Rupees Only)
ii)	Earnest Money Deposit	INR.31,40,000/- (Thirty One Lakhs Forty Thousand Indian Rupees Only) To be furnished either through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPT from any Nationalised Bank/ Scheduled Bank in India OR can be submitted by way of Bank Guarantee as per required format given in the ITB.
iii)	Cost of Bid document/ Processing charge	INR.10,500/- (Ten Thousand Five Hundred Indian National Rupees only), including GST@ 5%. To be furnished either through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPT from any Nationalised Bank/ Scheduled Bank in India.
iv)	Validity period of Tender	180 days from the Last Date for Receipt of Tenders.
v)	Time for Completion	12 Months from date of issue of LoA.
vi)	Milestone completion activity	Nil

7. The Scope of the work is:

The proposed work comprises of design, manufacture, supply, inspection and testing at works at all stages as required, supply, delivery at site, erection, testing at site, commissioning and handing over 1 No. Rail Mounted, Electric Level Luffing cranes, 15 T capacity in fully working condition to the entire satisfaction of CoPT/ ICG, including furnishing of all labour, material & services, essential tools, spares and documentation in accordance with the specifications as furnished in the subsequent sections. The equipment shall be complete with all necessary parts, auxiliary items and safety devices whether specified herein or not which should form part of crane as deemed fit by OEM for operating the crane for intended purpose.

The crane is intended for handling of Bulk Cargo/ Heavy Engines/ Machinery / spare parts from / to the vessels calling at ICG berth & vice versa.

8. Down loading of Tender Document.

- a. It is mandatory for all the bidders to have at least class- III Digital Signature Certificate (in the name of the person who will sign in the bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link <http://www.cca.gov.in>) to participate in e-tendering of Cochin Port Trust. The existing bidders who have already in possession of Digital signature can use the same for this tender also.
- b. The complete Bidding Documents including tender drawings and technical specifications are available at CoPT's website www.eprocure.gov.in: www.cochinport.gov.in: www.tenderwizard.com/CoPT:
- c. Interested Bidders will be required to download the Bidding Documents from *E-Portal* www.cochinport.gov.in: www.tenderwizard.com/CoPT: www.eprocure.gov.in, for submission of bid. (available from 10.00 hrs on 04.12.2019 to 15.00 hrs on 02.01.2020).

9. Submission of Tender:

- a. For submitting the e tender, the intending bidders are required to get registered their firm/ Consortium with e- tendering portal <http://www.tenderwizard.com/CoPT> to have user ID and password which has to be obtained from the service provider M/s. KEONICS, Bangalore by paying registration fee through online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
- b. The tender shall be submitted under Single Stage 2 cover Bidding Procedure and uploaded in the e-tender portal as detailed in the Instruction to Bidders (ITB) of the Tender Document. **The copy of all documents to prove the MQC stipulated in ITB and originals of receipt for tender fee and EMD shall be submitted in sealed envelope to the Chief Mechanical Engineer's Office of Cochin Port Trust on or before 15.00 hours (IST) on 02.01.2020.**
- c. The Price bid shall be submitted **ON LINE** only within the stipulated date and time of **15.00 hrs on 02.01.2020**. The price bids as per the format B1, B2, B3, B4, & B5 shall be uploaded as detailed below,
 - i) Foreign bidders are required to submit their price bid in Schedule **B1** and **B2** only.
 - ii) Indian bidders are required to submit their price bid in Schedule **B3 & B4** only.
 - iii) AMC charge in INR after the warrantee / guarantee period of 2 years from date of commissioning & handing over the crane shall be submitted in Schedule **B5**.
 - iv) Quote of AMC shall be evaluated based on the NPV value arrived taking a discounting factor of 6 % per year. The L1 bidder shall be selected based on the cumulative amount quoted for supply, erection and AMC NPV.
 - v) For Foreign bidders, the total amount for evaluation will be taken as B1 + B2 + NPV arrived from B5 schedule.
 - vi) For Indian bidders, the total amount for evaluation will be taken as B3 + B4 + NPV arrived from B5 schedule.

- d. **No manual submission of price bid is allowed. If the bidder submits the Price schedule through OFF LINE (Manual), the bid shall be summarily rejected.**
8. Tender documents can be downloaded from the e-Tendering portal/ www.tenderwizard.com/CPT on the dates specified in the above table by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Govt. tender website, www.tenders.gov.in, which can be downloaded for submission. The cost of bid document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPT along with the submission of bid.
 9. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider **KEONICS** by paying registration fees by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore"
 10. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No. 080 – 40482000 / 9746118529/ 9605557738.
 11. Tenders shall be submitted "**on line**" strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the tender document. The bidders should submit scanned copy of DD for cost of tender document & EMD, Integrity pact, Non disclosure agreement, proof of experience, financial details etc as per MQC, through the e-tendering portal.
 12. The bidder is responsible to download Addendums/ Amendments/ Errata / Replies to the queries of the bidder etc., if any, issued by the Employer, from the website before submission of the bid. Any shortfall in submissions of the said Addendums/ Amendments/Errata/Replies to the queries of the bidder duly signed etc. along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.
 13. All bids are to be submitted online on the website www.tenderwizard.com/CPT. No Bids shall be accepted off-line except the documents mentioned under Clause No 15 below.
 14. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
 15. The bidder shall submit following documents OFF line to the Office of Chief Mechanical Engineer, Cochin Port Trust Cochin 09 either in person or through post on or before the last date & time of submission of tender document stipulated in the tender document.

Late submission of documents as below will be summarily rejected.

1. Originals of cash receipt / DD/ BG etc towards the cost of tender document, EMD; power of attorney and integrity pact, Undertaking that the bidder shall submit “Non disclosure agreement” if it becomes the successful.
 2. Hard copies of documents for the proof of having the bidder is complied with requirements of Minimum Qualification Criteria (MQC) as mentioned in Clause No 5 above.
- 16.** The bidder shall give an undertaking that no change have been made in the document in the format given in the annexure at the time of submission of the tender document.
- 17.** To avoid any discrepancy between the downloaded bid document and document uploaded by the department, the successful bidder shall have to sign the hard copy of the departmental bid document. If any deviation is noticed in the submitted document by the contractor and the department tender document uploaded in the website, the latter shall be treated as the authentic document.
- 18.** The bidder have to execute an “Integrity Pact” (IP) as per the format attached in this tender document as per clause no 9.3 (1) of ITB . Integrity pact shall cover entire activities of this tender from bidding stage to the completion of defect liability period during various phases of this tender. The bidder should sign and submit the “Integrity Pact” to be executed between the Tenderer and Cochin Port Trust along with the Tender in a separate envelope super scribing “Integrity Pact”. Tenders not accompanied with IP will be rejected. The IP would be implemented through the following **Independent External Monitor (IEM) for this tender.**
Sri.P.R.Ravikumar, IRS (Retd.),
Kumaranasan Nagar, Elamkulam P.O.,
Ernakulam – 682020.
- 19.** The Integrity Pact(IP) duly signed shall be placed in envelope-A containing Techno - Commercial bid. The format of IP is enclosed as Annexure I.
- 20.** The successful bidder shall execute a “Non Disclosure Agreement” (NDA), as per the format in Annexure-II, duly signed and sealed on all pages. An undertaking shall be submitted along with the bid that the “NDA” shall be submitted if the bidder becomes successful bidder.
- 21.** For more information, visit our site at <http://www.cochinport.gov.in>.
- 22.** The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.

**CHIEF MECHANICAL ENGINEER
COCHIN PORT TRUST**

SECTION I
COCHIN PORT TRUST
2. INSTRUCTIONS TO TENDERERS

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SECTION I
COCHIN PORT TRUST
2. INSTRUCTIONS TO TENDERERS

1. Introduction

- a. This part, Instruction to Bidders (ITB) Section I (2) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and evaluation and on contract award. ITB Section I (2) contains provisions that are to be used unchanged unless Special Condition of Contract, Section III (2) which consists of provisions that supplement, amend or specify in detail, information or requirements included in ITB and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of ITB Section – I (2) & Special Condition of Contract Section III (2), the provisions of Special Condition of Contract, Section III (2) shall prevail.
- b. However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section II (1) General Conditions of Contract and/or Section III(2) : Special Conditions of Contract. Further in all matters arising out of the provisions of this Section –I (2) , the laws of the Union of India shall be the governing laws and courts of Kerala State shall have exclusive jurisdiction.

2. General Instructions

- i. The proposed work comprises of design, manufacture, inspection and testing at works at all stages as required, supply, delivery at site, erection, testing at site, commissioning and handing over 1 No. Rail Mounted, Electrical Level Luffing Cranes, 15 T capacity in fully working condition to the entire satisfaction of CoPT / ICG, including furnishing of all labour, material & services, essential tools, spares and documentation in accordance with the specifications as furnished in the subsequent sections. The equipment shall be complete with all necessary parts, auxiliary items and safety devices whether specified herein or not which should form part of crane as deemed fit by OEM for operating the crane for intended purpose.
- ii. The crane is intended for handling of Bulk Cargo/heavy Engines /machinery /spare parts from / to the vessels calling at ICG berth. The work is to be executed as described in the Bid document and in particular in the Technical specifications, Special Conditions, Schedule of Quantities and drawings and in general includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.
- iii. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location.

- iv.** It will be deemed that prior to the submission of tender, the bidder has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc, and that the bidder 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 bidder. 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.
- v.** 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.
- vi.** 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.
- vii.** EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
- viii.** Telex/E-mail offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be recognized.
- ix.** Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- x.** 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.
- xi.** While evaluating the document, regard would be paid to National security considerations, at the discretion of the Cochin Port Trust. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
- xii.** If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Mechanical Engineer, Cochin Port Trust, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder.

- xiii. In case the department desires to inspect the equipments/ machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.
- xiv. 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.
- xv. All the Bank Guarantees (BGs) to be furnished by the contractors in connection with the tender shall be sent to the Chief Mechanical Engineer, Cochin Port Trust directly by the issuing bank under registered post with A/D. The contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.
- xvi. 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.
- xvii. The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.
- xviii. The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

3. Eligibility of Bidder:

- a) This tender is open to all firms including company (ies), Government Owned Enterprises registered and incorporated in India as per Company Act, 1956/2013 including JVs, Foreign manufacturer / foreign supplier etc registered and incorporated in India and those bidders with whom business is not banned by the CoPT. The Bidder shall not indulge in the prohibited practices, directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. Any Bidders found to be indulging any of the above practices will be disqualified.
- b) If the successful bidder is an Indian company (Indian Bidder), the payment for entire scope of work comprising of “**Design, Manufacture, Supply, Erection, Testing and Commissioning of One No. Rail Mounted Electrical Level Luffing Crane of capacity 15T including 2 years warantee** shall be paid in Indian Rupee only.
- c) If the successful bidder is foreign bidder (manufacturer / foreign supplier), the payment for the scope of work comprising of “**Design, Manufacture, Supply, of One No. Rail Mounted Electrical Level Luffing Crane of capacity 15T including 2 years warrantee** shall be paid in foreign currency and for installation works such as erection, testing and commissioning etc, the payment shall be made in Indian Rupee only

- d) The Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
- They have a controlling partner in common,
 - They receive or have received any direct or indirect subsidy from any of them; or
 - They have the same legal representative for purpose of this bid; or
 - They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent / authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, or The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

4. Purchase of Tender Documents:

- i. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/CPT on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website www.cochinport.gov.in or Government of India (GOI) tender portal www.tenders.gov.in. Demand Draft /Banker's cheque for cost of tender document drawn in favour of the Financial Adviser & Chief Accounts Officer(FA &CAO), CPT from any Scheduled / Nationalised Bank having its branch at Cochin shall be submitted at the time of off line submission of bids and scanned copy of the same shall be uploaded ONLINE in e-tender portal.
- ii. The bidder shall upload the tender document through e-Tendering portal www.tenderwizard.com/CPT on or before the due date of tender submission. The required certificates / documents to prove the MQC, Integrity Pact , undertaking for Non Disclosure Certificate and cash receipt / DD/ BG in lieu of cost of tender documents and EMD shall be scanned and uploaded to the e tender portal on or before due date of submission of tender document. **The scanned copy of all documents to prove the MQC as above and originals of receipt for tender fee and EMD shall be submitted in sealed envelope to the Chief Mechanical Engineer's Office of Cochin Port Trust on or before 15.00 hours (IST) on 02.01.2020.** The bidders who fail to submit the above document on or before 15.00 hours on 02.01.2020 will be summarily rejected.
- iii. The bidder shall down load full tender document from website and sign each pages of the document and submit along with the other document within the due date submission of tender. **The bidder shall give an undertaking that no changes have been made in the document.** 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 bidder, the Port's document shall prevail. For the discrepancies found at any time, the bidder shall be liable for legal action.

5. Cost of bidding:-

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

6. One Bid per Bidder:

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

7. The Bidder

The Bidder shall be a single entity / Consortium /JV etc as detailed in ITB 3 above.

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:

The bidders are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them on the date notified in the tender notice. It is to be noted that no queries, clarifications will be answered after the pre-bid conference.

THE CHIEF MECHANICAL ENGINEER,
FIRST FLOOR, NEW ADMINISTRATIVE BUILDING,
COCHIN PORT TRUST,
WILLINGDON ISLAND,
KOCHI-682 009,
KERALA, INDIA.
Ph. No 04842666639, 04842582300, 2582353
Email: cme@cochinport.gov.in

10. Pre-Bid Meeting:

A pre-bid conference will be held in the CME's office of Cochin Port Trust, 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 as well as in Cochin Port Trust official website as Addendum/corrigendum. Any modification of the bid documents as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum/corrigendum.

11. Amendment of Bidding Documents:

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

12. MINIMUM QUALIFYING CRITERIA.

The qualification will be based on meeting the minimum criteria regarding the bidder's experience, capabilities and financial position, specified in the Qualification criteria. Any tender submitted without the necessary supporting documents is liable to be rejected. **Subcontractors' technical experience and financial resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.** The bid can be submitted by an Indian individual firm or Indian Private / Public company or by foreign firm individually or Public or Private company or the Joint Venture firm having at least one Indian partner. Minimum qualifying criteria for the quoting firms is as follows,

1) Technical:-**a) Experience & Past performance:**

- i. The bidder (manufacturer or principal of authorized counterparts / representative) should have regularly supplied, erected and commissioned the Rail Mounted Electrical Level Luffing Crane, of capacity of 15 Ton or higher capacity/ specifications for at least **5 (Five) years**, ending 31st March 2019 or any other year ending, followed in relevant country manufactured. Copy of incorporation/ registration certificate and details of Purchase Orders to whom the equipment were supplied shall be submitted as proof thereof.
- ii. The bidder should have manufactured, supplied, erected and commissioned at least 1 (One) number Rail Mounted Electrical Level Luffing Crane of capacity of 15 Ton or higher capacity in at least one of the last **5 years** ending 31st March 2019 and the product should be in successful operation **for 2 years** on the date of technical bid opening. The bidder is required to submit the copy of supply / work orders, respective completion certificates and contact details of the clients duly authenticated by person authorized to sign the tender on behalf of the bidder.
- iii. The bidder (manufacturer or principal of authorized counterparts / representative) must have an annual capacity to manufacture and supply 1 No Rail Mounted Electrical Level Luffing Crane of capacity of 15 Ton or higher capacity. Supporting document issued by the Industries Department / NSIC/ Manufacturing License, Annual report etc shall be submitted.
- iv. **After sales service:** The bidder should have **sales and service office in South India** for rendering after sales service of the Crane quoted or should establish the sales and service centre in South India if it becomes the successful bidder. An undertaking in this regard may be submitted.

b) Financial Standing:

- i) The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2019 should be atleast **INR.4,71,00,000/-** or equivalent in foreign currency at exchange rate prevalent on 31st March 2019 as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
- ii) The net worth of the Bidding firm (manufacturer or principal of authorized representative) should not be negative during the last financial year ending 31st March 2019

(Note 1. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account of recurrent year) and intangible assets)

c) Applicability in special case:

Applicability to ‘Make in India’: Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing ‘Make in India’ agreement/ program and who while meeting all other criteria above, will be considered to be qualified provided:

- i. their foreign ‘Make-in-India’ associates meets all the criteria above without exemption and
- ii. the Bidder submits appropriate documentary proof for a valid/approved ongoing ‘Make in India’ agreement/program.
- iii. the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply, erection, commissioning and performance of ‘The Product’ offered including all warranty obligations as per the general and special conditions of contract.

(Note 2: No price preference shall be extended to the bidders having “Make in India” agreement / program)

d) Authorized Representatives:

Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

- i. They have ongoing collaboration agreement with principal manufacturer and
- ii. their principal manufacturer meets all the criteria above without exemption and
- iii. the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
- iv. the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid of “Supply, installation, satisfactorily commissioning, after sales service for Rail Mounted Electrical Level Luffing Crane of 15 Ton capacity or higher capacity” **for past three years** ending on 31st March 2019.

Note 3: Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot be clubbed for the purpose of compliance of MQC above and each partner must comply with all the MQC criteria independently.

13. Preparation of bid:

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

14. Documents comprising the bid:

The bidding shall be e-tendering basis. On due date of submission of bids, bids shall be submitted by the Bidder under “Single Stage – 2 Bid Envelope” procedure of bidding. Under this procedure, the technical bid and price bid shall be submitted through e tender mode only. The hard copy of certificate to prove the MQC, IP, Non disclosure agreement along with originals of cash receipt / DD/ BG towards cost of tender document and EMD shall be submitted on sealed envelope directly to the Office of Chief Mechanical Engineer on or before the due date of tender submission. Price bid in form of Price schedule as B1, B2, B3, B4 & B5 depends on the status of bidder shall be uploaded by bidder on schedule date and time

of submission of bids which will be locked temporarily. The locked price bid shall be opened on notified date and time in presence of participating bidders who have qualified technically and commercially. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of on-line price bid bids.

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

- 1) The bidder shall submit the Techno- commercial part of the bids through **on line** and hard copy of the same shall also be submitted through Off Line. The documents under techno commercial part (cover A) consisting of the following:
 - a. Power of Attorney as per Annexure 2: A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.
 - b. Integrity Pact as per Annexure 11: The Bidder shall submit the Integrity Pact, as per Annexure 11 which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be submitted by the Bidder in original along with the Techno - Commercial Part in a separate packet, duly superscripted with 'Integrity Pact'. (In cover A) The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 200/-.
 - c. Cost of Tender document : **INR.10,500/-** (Ten Thousand Five Hundred Indian National Rupees only), including GST@ 5%. To be furnished either through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPT from any Nationalised Bank/ Scheduled Bank in India- The scanned copy shall be uploaded in e tender portal and original shall be put in a separate cover A1 and this cover shall put in cover A along with other documents.
 - d. Bid Security or EMD : Each tender should be accompanied by an Earnest Money amounting to **INR.31,40,000/-** (Thirty One Lakhs Forty Thousand Indian Rupees Only) to be submitted as per following mode.
 - i. **For Domestic bidder:-** By way of BG as per the format attached (Annexure 12).
The Bank Guarantee shall be furnished from any Nationalized/Scheduled Bank enforceable and encashable at Cochin. The validity of the BG shall be for a minimum period of six months from the due date of submission of tender and shall be renewed thereafter as and when required by Cochin Port Trust **OR** through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPT from any Nationalised Bank/ Scheduled Bank in India.
 - ii. **For Foreign bidder:** By the way of BG as per format attached (Annexure 12).
The B.G shall be from a Branch of a reputed Foreign Bank functioning in India. The Bank Guarantee shall be enforceable and encashable at Cochin. The bidder shall ensure that when foreign currency BG is submitted, the value of the same at the time of opening of bid should not fall short of the EMD amount of **INR 31,40,000/-** . The validity of the above BG shall be for a minimum period of six months from the due date of submission of tender and shall be renewed thereafter as and when required by Cochin Port Trust, **OR** through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized Bank/ Scheduled Bank in India/ any reputed foreign bank functioning in India. The bidder shall ensure that when

EMD is furnished in foreign currency, the value of the same at the time of opening of bid should not fall short of the EMD amount of INR **31,40,000/-**. 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.

- iii. The Earnest Money Deposit of unsuccessful bidder shall be returned after award of contract to the successful bidder. The EMD of successful bidder will be refunded on submission of security deposit as per the tender clause and executing the agreement as per tender clause.
 - iv. The EMD and cost of tender documents shall be scanned and uploaded through ONLINE along with other documents which are necessary for bidder's compliance of MQC and originals of EMD & Cost of tender document with copy of other document shall be submitted before the due date of tender submission to the Office of Chief Mechanical Engineer, Cochin Port Trust, Cochin 09 in person or through courier. The EMD cover (Cover A1) & Cost of tender documents cover (Cover A2) shall put in another cover called cover A along with other documents as mentioned in clause no 15 of ITB.
 - v. The cover A containing EMD, Cost of tender document and other documents as above shall be sealed and super scribed with "**Design, Manufacture, Supply, Erection, Testing And Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period**" ENVELOPE "A"- Techno-Commercial Bid. The sealed cover shall be sent either through courier or in person to the "Chief Mechanical Engineer, 1st floor, Main Administrative Building, Cochin Port Trust, Cochin 09" on or before the due date & time of submission of tender document. The bidder who wishes to submit the document in person shall deposit the same in the tender box provided in the main reception area at ground floor of Cochin Port main Administrative building. The bid submitted after the due date & time of submission will be summarily rejected without giving any communication thereof.
- 16.** The bidder shall submit following documentary evidences regarding the Bidder's eligibility against MQC stipulated in **ITB clause 12.**
1. **For Experience:-** Eligible assignment details for MQC, and details of past experience as per Annexure 4(a) & 4(b) along with Certificates in proof of experience mentioned in ITB clause 12, issued by the owner of the installation. The certificate shall contains the following:
 - a) Original or notary certified copy of incorporation/registration certificate and details of Purchase Orders to whom the equipment were supplied shall be submitted as proof thereof.
 - b) Original or notary attested copy of supply / work orders, respective completion certificate, performance certificate and contact details of the clients duly authenticated by person authorized to sign the tender on behalf of the bidder. Certificate as sub contracting will not be considered. The certificate shall invariably contain (1) Details of equipment, capacity, total work order amount etc (2) The completion cost of the equipment (3) Date of completion of the installation of equipment and (4) working condition of the equipment as stipulated in ITB Clause 12.
 - c) Original or notarized copies of certificate issued by the Industries Department, / NSIC/ Manufacturing License, Annual report etc.
 - d) If the experience in the works is as a member of joint venture, notary attested copy of

joint venture agreement in this respect shall be attached. (As per annexure 13) shall be submitted.

- e) Certificate from the concerned local self government authority stating that the bidder has the sales and service office in South India.

2. Financial Standing:-

- a. A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years [2018- '19, 2017-'18 & 2016-'17] (vide *Annexure 5*) or their financial ending period .The bidder shall ensure that he is fulfilling the pre-qualification criteria as regards to turnover as detailed above. An authority from the bidder to seek references from the bidder's bankers should also be submitted.
- b. The bidder shall submit the financial statement certified by the Chartered Accountant to show that the net worth of the bidder during the last financial year ending 31st March 2018 or financial ending period of respective foreign countries is not negative.

3. Applicability in special case:

The bidder shall submit necessary documentary proof such as 'Make in India' agreement/program and other undertakings as provided under clause No 12(3) of ITB.

- 17.** All the documents as per Clause No 15 of ITB above shall be submitted without any fail. The bids without the above documents shall be summarily rejected.
- 18.** Other documents to be submitted along with the techno commercial document: (In cover A – Techno commercial file / cover)
1. Check List - The bidder shall prepare the check list of the documents submitted by him regarding the MQC and other documents.
 2. Letter of submissions:- Covering letter duly signed as per Annexure 1.
 3. Power- of-Attorney/Letter of authority: - The bidder shall submit the Power of Attorney / letter of Authority as per Annexure 2 submitted in Kerala Non Judicial stamp paper of Rs.200/- duly notarized by the Notary Public.
 4. Undertaking that the contractor shall submit "Non Disclosure Agreement" as per Annexure 16 in the event of being the successful bidder.
 5. Structure of Organization as per Annexure 3: Details of the structure of the organization including name of directors, nature of organization, contact person etc. should be filled in and should be attached along with the tender
 6. Details of Concurrent Commitments if any should be furnished.
 7. Deviations in tender conditions: Tender should be submitted subject to terms and conditions detailed in this tender document. Any deviations in the tender submitted should be listed in separately during pre bid meeting.
 8. The bidder shall indicate the list of spares required for 5 years operation as recommended by the manufacturer.
 9. bidder shall indicate the make, model, technical specifications etc., of major vital items proposed to be offered by him, enclosing printed pamphlets/ catalogues/ brochures of the makers
 10. An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process has to be furnished in annexure.
 11. An undertaking that "PRICE BID" does not contain any techno-commercial condition has to be furnished in annexure

12. Foreign bidders are required to submit their price bid in Schedule **B1** and **B2** only
13. Indian bidders are required to submit their price bid in schedule **B3 & B4** only.
14. For AMC charge both domestic and international bidders shall put their price in **B5** only.

19. Forfeiture of Bid security / EMD

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

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

20. Bid Prices: (Price bid)

The Bidder shall fill the rates of the item in the schedule of work ON LINE only. Manual submission of price bid is not permitted. The domestic bidder and foreign bidders shall quote their prices as below,

1. Foreign bidders are required to submit their price bid in Schedule B1 and B2 only. The B1 part of price bid shall be filled in foreign currency only and B2 part which is also termed as erection part shall be filled in Indian Rupee only.
2. Indian bidders are required to submit their price bid in schedule B3& B4 only.
3. The AMC charges shall be quoted in Indian Rupee only for both Indian and foreign bidder.

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

Disclosure/ indication of the Price(s) in the Techno- Commercial Bid shall make the Tender to be disqualified and rejected.

The bidder should quote one price only for each item. Declaring price discrimination by showing optional/ alternative model or manufacturer may lead to rejection of the complete offer.

Cochin Port Trust shall not provide any forms for getting any exemptions from payment of duties and taxes

21. Currencies of Bid and Payment:

The Price quoted in foreign currency will be converted into Indian Rupees based on the **TT selling rate of State Bank of India as on the date of opening** of Techno-Commercial bid for evaluation purpose. The payment for the work shall be regularized as per Special Conditions of Contract (SCC) under "Payment"

22. Bid Validity:

Bids shall remain valid for a period not less than 180days (One Hundred Eighty) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any bidder withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the earnest money deposited by the bidder shall be forfeited.

23. WITHDRAWAL OR MODIFICATIONS:

Any withdrawal or modifications are permitted only in ON LINE till last date and time of submission of the Tender, that means the tender cannot be withdrawn or modified after the last date and time of submission and in case the Tenderer modifies or withdraws his tender after the last date and time of

submission of tender, the tender shall liable to be cancelled and EMD shall be forfeited.

24. No Alternative Proposals by Bidders:

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

25. Format and Signing of Bid:

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

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

26. 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 as per clause nos. 15 to 18 of ITB above need only be submitted through e-Tendering mode on **www.tenderwizard.com/COPT**.

Price bid (Schedule-II) in the provided format shall be submitted only through e- tendering mode on **www.tenderwizard.com/COPT** before the time and the day notified in Table 1.2 of NIT. **Price bid in hard copy need not be submitted.**

Technical Bid containing the documents listed as 15 ©, 15 (d) and integrity pact as per annexure 11 in original and documents mentioned in clause no 16 to 18 shall be submitted in a sealed envelope, superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the Name of the bidder. Tenders can be brought either in person or sent by registered post/ courier. Tenders brought in person, shall be submitted in Chief Mechanical Engineer's office / put in the Tender box on or before the due date specified above.

27. Information Required In the Bid

Part I -Technical Bid shall contain the following:

- a) Earnest Money Deposit as described in Clause 15(d) above
- b) Cost of tender document
- c) Integrity Pact, duly signed (vide *Annexure-11*).
- d) Check list as per *Schedule I*
- e) Letter of Submission (vide *Annexure-1*)
- f) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide *Annexure-2*)

- g) Organization Details (vide *Annexure-3*)
- h) Details of experience as per *Annexure-4* and Certificates in proof of experience in similar works as detailed under clause 12 of Instruction to bidders.

Explanatory notes:

- (1) Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts an work order shall be attached. The certificate shall invariably contain the following among other things.
 - a) Details of work involved specifying the nature of work
 - b) The completion cost of the work and
 - c) Date of commencement ; and
 - d) Date of completion of the work.
- (2) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
- (3) The works indicated in *Annexure-4* will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
 - i) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years [2017- '18, 2016-'17 & 2015-'16] (vide *Annexure-5*) supported by Audited Financial statements for the last three years.
 - ii) Bid document including all addendum/corrigendum duly signed and sealed
 - iii) Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
 - iv) Copies of PAN, GST, EPF and ESI registration
 - v) A declaration to the effect that (vide *Annexure -8*):-
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
- (4) Bank information for e- Payment system as per *Annexure-10*.

Part II : "Price Bid" shall contain the Bill of Quantities - **Schedule II** shall be duly filled in depends on the category of bidders and fully priced, which shall be submitted only **in e-tendering mode**

28. Deadline for Submission of the Bids:

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

notified in Table 1.2 of NIT.

The sealed Technical Bid in hard copy containing all the documents listed in Clause 22 above in original superscribed with the Tender Number, Name of Work, date notified for submission of tender and the Name of the Tenderer, should reach the office of the Chief Mechanical Engineer, Cochin Port Trust, Cochin-9, on or before the time and the day notified in Table 1.2 of NIT.

29. Late Bids:

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

30. Bid Opening

The Officer inviting the tender or his duly authorized assistant will open the tenders in the presence of intending bidders who may be present at the time in person or through their authorized representative. The technical bids of the tenders received will be opened first.

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

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

31. DETERMINATION OF RESPONSIVENESS ON TECHNO COMMERCIAL EVALUATION:

The determination of responsiveness will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance during execution of contracts that have been awarded by the Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder to the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of tender conditions.

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

- a. meets the minimum eligibility criteria as defined in tender notice.
- b. 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;
- c. is accompanied by the required Bid security and;
- d. is responsive to the requirements of the Bidding documents.

A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works; which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

The tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender condition. For the purpose of this

clause, a substantially responsive tender is one which inter-alia confirms to all the terms & conditions of the tender documents without any deviation or reservation.

If any Bid contains any deviation from the Bids documents and /or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. The Price Bids of such bidders submitted by non responsive bidders in e- mode will not be opened.

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

32. Bid Opening – Price Bid:

Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. Such Bidders shall be intimated about the date and time for opening of Price Part by the Employer. A negative determination shall be notified ON LINE by the Employer through the tender portal and the price bid uploaded by them shall not be opened.

The Employer will on-line open Price Bid at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid. The bidders' representatives who are present shall sign a register evidencing their attendance.

The bidders' names, the Bid Prices or any discounts, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. The prices and details as may be read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L₁ Bidder) shall be determined as per the provisions.

33. Clarification of Bids:

To assist in the examination and comparison of price 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 / mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

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

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

34. Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Price Bids determined to be responsive in accordance with tender condition.

Price quoted in foreign currency will be converted into Indian Rupees based on the TT selling rate of State Bank of India as on the date of opening of Techno-Commercial bid (ie on 30.12.2019 which will be varied if the due date of tender submission will be extended). Comparison will be done based on the Indian Rupee equivalent of the quoted price.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, the unit price shall prevail, and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated

by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz. items left blank or against which ‘-’ is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex-works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. The rate and amount so ascertained by the Employer shall prevail.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amounts for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

The comparison shall be on the total price in Price Schedule converting the same into INR as per the methodology mentioned clause no.21 of ITB. The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

The Price bid shall be submitted **ON LINE** only within the stipulated date and time. The price bids as per the format B1, B2, B3, B4, & B5 shall be uploaded as detailed below :

- i) Foreign bidders are required to submit their price bid in Schedule **B1** and **B2** only.
- ii) Indian bidders are required to submit their price bid in Schedule **B3 & B4** only.
- iii) AMC charge in INR after the warrantee / guarantee period of 2 years from date of commissioning & handing over the crane in Schedule **B5**.
- iv) Quote of AMC shall be evaluated based on the NPV value arrived taking a discounting factor of 6 % per year. The L1 bidder shall be selected based on the cumulative amount quoted for supply, erection and AMC NPV.
- v) For Foreign bidders, the total amount for evaluation will be taken as B1 + B2 + NPV arrived from B5 schedule.
- vi) For Indian bidders, the total amount for evaluation will be taken as B3 + B4 + NPV arrived from B5 schedule.

35. 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.

36. Alternative conditions and Proposal:

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

37. Award of Contract:

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

- (a) Eligible in accordance with the provisions of Clause 12 and
- (b) Qualified in accordance with the provisions of Clause 12.

38. Release of Bid Security / EMD:

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

39. Performance Security:

Within not later than 21 days for domestic bids and 28 days for international bids of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of Bank Guarantee (BG) as per annexure 15 for an amount equivalent to 10 % of the Contract price rounded off to the nearest INR 1,000/-.

If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, the Bank Guarantee shall be furnished from any Nationalized/Scheduled Bank enforceable and encashable at Cochin acceptable by *Cochin Port Trust*. The validity of the BG shall be for a minimum period as detailed in SCC Clause No 18 and shall be renewed thereafter as and when required by Cochin Port Trust

If the successful bidder is a foreign company, the BG shall be from a Branch of a reputed Foreign Bank functioning in India in foreign currency where the LoA is issued. The Bank Guarantee shall be enforceable and encashable at Cochin acceptable by *Cochin Port Trust*. The validity of the above BG shall be for a period mentioned in SCC Clause No 18 and shall be renewed thereafter as and when required by Cochin Port Trust

The BG shall be issued in favor of *Cochin Port Trust* in the Format enclosed in *Annexure-A of GCC*.

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

40. Signing of Agreement

The successful bidder will be required to execute an Agreement at his expense within 28 (twenty

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

41. Fraud and Corrupt Practices:

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

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

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

among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

42. 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.

43. Conditions for bid submission by JV

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

SIGNATURE OF BIDDER

COCHIN PORT TRUST
SECTION I
3. FORM OF BID

To

The Board of Trustees,
 Cochin Port Trust

Through

The Chief Mechanical Engineer
 Cochin Port Trust, Cochin -9

Tender for the work of **“Design, Manufacture, Supply, Erection, Testing & Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period”**.

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

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

M E M O R A N D U M

- a) General description of work : **Design, Manufacture, Supply, Erection, Testing & Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period**
- b) Probable Amount of Contract : **INR.15,70,00,000/-**
including AMC for 5 years after 2 years guarantee (Fifteen Crores Seventy Lakhs
 Indian Rupees Only)
- c) Earnest Money : **INR.31,40,000/-**
 (Thirty One Lakhs Forty Thousand
 Indian Rupees Only)
- d) Security Deposit : 10% of the value of the contract awarded or the value of the work done whichever is higher.

- e) Percentage, if any, to be deducted from the bills :
- f) Time allowed for commencement of work from the date of receipt of work order : **7 days**
- g) Time allowed for the work from the date of commencement of work. : **12 Months from date of issue of LoA.**
- h) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. : As per “Contents” sheet attached.

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

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

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

Dated the day of 2019.

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

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

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

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

Dated.....

**Chief Mechanical Engineer
Cochin Port Trust**

**COCHIN PORT TRUST
SECTION I
4. FORM OF AGREEMENT**

AGREEMENT No. ... of 2019-20

AGREEMENT FOR THE WORK OF “Design, Manufacture, Supply, Erection, Testing And Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period”

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

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

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

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

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

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

M E M O R A N D U M

- | | |
|---|---|
| a) General description of work | : Design, Manufacture, Supply, Erection, Testing & Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period |
| b) Estimated cost including AMC for 5 years after 2 years guarantee | : INR.15,70,00,000/-
(Fifteen Crores Seventy Lakhs Indian Rupees Only) |
| c) Tender Processing fee | : INR.10500/- |
| d) Earnest Money | : INR.31,40,000/-
(Thirty One Lakhs Forty Thousand Indian Rupees Only) |
| e) Security Deposit | : 10% of the value of the contract awarded or the value of the work done whichever is higher. |
| f) Percentage, if any, to be deducted from the bills | : |

- g) Time allowed for commencement of work : 7 days from date of issue of LoA.
- h) Time allowed for the work from the date of commencement of work : 12 Months from date of issue of LoA.
- i) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. :

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

CONTRACTOR

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

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

Signed, sealed and delivered by the

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

EMPLOYER

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

- 1)
- 2)

COCHIN PORT TRUST
SECTION I
4. 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)
	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance	
	ii) Technical Representative	2	5	INR 25,000/- p.m.	
	iii) Project/ Site Engineer Graduate Engineer or Diploma Engineer	6	2 5	INR 15,000/- p.m.	
2	The Employer is:				(1)
	The Board of Trustees, Cochin Port Trust, Cochin -9				
3	Name of Authorized Representative:				
	Name : Smt. M. Beena, Chairman, Cochin Port Trust, Cochin -9				
4	The Engineer is :				
	Name : Shri. V.Thuraipandian, Chief Mechanical Engineer, Cochin Port Trust, Cochin-9				
5	Name of Nominee is :				
	Name : Shri.M.M.Abdul Rahim, SE (Ele) & Dy.CME(Ele)i/c Cochin Port Trust, Cochin-9				

6	Name of Contract : “ Design, Manufacture, Supply, Erection, Testing And Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period ” Tender no: F1/T-17/ELL Crane-ICG/2019-M	(1)	
7	7 copies of Contract Agreement shall be furnished by the Contractor	[7.1]	
8	Tender document and other data are available at Cochin Port web site and e-tender portal. Chief Mechanical Engineer’s Office, Cochin Port Trust, W/Island, Cochin – 682009, KERALA,	(7.2)	
9	The Intended completion Date for the whole of the Work is 12 Months from date of issue of LoA with the following milestones:	(17,28)	
10	Milestone dates:		
	Physical works to be completed		Period from the date of Issue of LoA
	Commissioning of entire installation and handing over the site		12 months from date of issue of LoA
9	The following shall form part of the Contract Document: (1) Agreement (2) Letter of Acceptance (3) Bill of quantities (4) Contractor’s Bid (5) Correspondence exchanged after the opening of the Bid	(2.3)	
	and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) Conditions of Contract (8) General Description and Special Conditions of Contract (9) Technical Specifications (10) Drawings and (11) Any other documents listed in the Contract Data as forming part of the Contract.		
10	The Contractor shall submit a Program for the Works within 7 days of date of the Letter of Acceptance/LoA.	(27)	
11	The site possession date The site will be handed over within 10 days after issue of LoA and the site is free from encumbrances.	(21)	
12	The start date shall be 15 days from the date of receipt of the Letter of Award (LoA)/LoI by the Contractor.	(1)	
13	The site is located at Fort Kochi, Cochin		
14	The Defects Liability Period is One year from the date of completion of the work.	(35)	

Sl. No.	Description	Reference Clause .No. in GCC		
15	The minimum insurance cover for physical property, injury and death is INR 25 lakhs (Rupees Twenty Five Lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13)		
16	The following events shall also be Compensation Events: (Add the events as applicable to the Contractor) 1. Damage to CoPT's / ICG's property, injury or death due to the act of the contractor or his workers in the site. 2. Damage to other's property, injury or death due to the act of the contractor or his workers in the site	(44)		
17	The period between Programme updates shall be 30 days.	(27)		
18	The amount to be withheld for late submission of an updated Programme shall be INR 10,000/- .	(27)		
19	The language of the Contract documents is English .	(3)		
20	The law, which applies to the Contract, is the law of Union of India.	(3)		
21	The currency of the Contract is Indian Rupees .	(46)		
22	The maximum amount of liquidated damages for the whole of the works is 10% of the contract price including AMC.	[49]		
23	The amounts of the advance payments : Nil	[51]		
	The advance payments as applicable to the contract are:			
	Nature of Advance	Amount (Rs)	Conditions to be fulfilled	
	Interest bearing Mobilization advance	Mobilization advance @ 5% of material cost on CIF (Cost (Basic) + Insurance + Freight) against BG of 110 % of the MA with interest of 14%	On issue of the LoA, acceptance by the bidder, submission of performance guarantee.	Interest on Mobilization advance will be recovered from the final bill
	2.Equipment (Plant and Machinery)	Nil	Nil	
24	The date by which "as-built" drawings are required is within 60 days of issue of certificate of completion of whole or section of the work, as the case may be.			(58)
25	The amount to be withheld for failing to supply "as built" drawings and/or operating and maintenance manuals by the date required is INR 10,000/-			(58)
26	Schedule of Rates Applicable :			
27	Base Rate for materials to be considered for price variation : Nil			(47)
	(i)			
	(ii)			

COCHIN PORT TRUST
SECTION I
5. ANNEXURES

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COCHIN PORT TRUST

**“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”**

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

Date:

To
The Chief Mechanical Engineer,
Cochin Port Trust.

Sir,

Sub : Tender for **“Design, Manufacture, Supply, Erection, Testing And Commissioning of
1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5
Years after two Years Guarantee Period”**

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. EMD
2. Cost of tender document
3. Power of attorney
4. Other documents to prove the MQC

Signature
(Authorised Signatory)

Annexure- 2

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

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

Dear Sir,

We_____ do hereby confirm that Mr./Ms./Messrs___ [*INSERT NAME AND ADDRESS*], whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender for “**Design, Manufacture, Supply, Erection, Testing And Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period**”

(Tender No. F1/T-17/ELL Crane-ICG/2019-M).

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

Signature of the authorized person :

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

Annexure - 3

COCHIN PORT TRUST
“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”

ORGANIZATION DETAILS

CONTRACT No.:

NAME OF APPLICANT:

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

Fax No.
3. Description of Applicant
(for e.g. A or B grade electrical contractor etc.)
4. Registration and Classification
of Contractors
5. Name and address of bankers
6. Number of years of experience
as a contractor :-

In own Country:

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

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

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

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

Signature
(Authorised Signatory)

Annexure-4A

COCHIN PORT TRUST**“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”**

Tenderer shall furnish Details of “eligibility works experience” as per Clause 12 of Minimum Qualification Criteria (MQC) of Instruction to Tenderers 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:

- 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”.
- A separate sheet should be filled for each of the eligible assignments.
- 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.
- 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
- 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.
 - Details of work involved specifying the nature of work
 - The completion cost of the work and
 - Date of commencement; and
 - Date of completion of the work.
- 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.
- 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.
- If the experience in similar work is in works executed in private sectors/organisations, the TDS certificate along with notary attested copy(s) work order and completion certificate.
- The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

Signature
(Authorised Signatory)

Annexure – 4b

COCHIN PORT TRUST
“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”

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

Annexure- 5

COCHIN PORT TRUST
“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”

FINANCIAL CAPABILITY

(A) Average Annual Turnover of the Bidder

Turnover (INR)			
Year 1	Year 2	Year 3	Average
2018-19	2017-18	2016-17	

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)

Annexure - 6

COCHIN PORT TRUST
“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”

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)

Annexure - 7

COCHIN PORT TRUST
“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”

PLANT AND EQUIPMENT PROPOSED FOR THE WORK

Signature
(Authorised Signatory)

Annexure - 8

COCHIN PORT TRUST
“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”

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.**

Annexure-9

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

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

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

Mobile No :

Signature
(Authorised Signatory)

Annexure- 10**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)

*Annexure-11***PROFORMA OF PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, the Board of Trustees of Cochin Port Trust acting through Shri. _____, (Designation of the Officer), Cochin Port Trust (hereinafter called the 'BUYER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.

_____ represented by Shri. _____, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited bids for the project of **“Design, Manufacture, Supply, Erection, Testing And Commissioning of 1 No. 15 Ton Rail Mounted ELL Crane for ICG including AMC for a period of 5 Years after two Years Guarantee Period”**. (hereinafter referred to as the **“Project”**) and the BIDDER/SELLER is submitting his bid for the project and

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

NOW, THEREFORE,

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

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

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

Commitments of the 'BUYER/ EMPLOYER'

The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/ EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

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

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

Commitments of BIDDERS

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

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

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

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

* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

* The BIDDER further confirms and declares to the 'BUYER/ EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/ EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) Any other mode or through any other instrument (to be specified in the Bid Document).

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

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

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

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

6. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/ EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (v) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'
- (vi) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent Monitors

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

Sri.P.R.Ravikumar, IRS (Retd.),
Kumaranasan Nagar, Elamkulam P.O.,
Ernakulam – 682020

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/ EMPLOYER,

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/ EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER/ EMPLOYER
 Name of the Officer.
 Designation
 Deptt./MINISTRY/PSU

BIDDER
 CHIEF EXECUTIVE OFFICER

Witness
 1. _____

Witness
 1. _____

2. _____

2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

Annexure- 12

PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

No. _____ Dated _____.

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

In favour of

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

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

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

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

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

- a) The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Port Trust is disputed by the Bidder or not.

- b) This Guarantee shall remain in full force for a period of 148 days from (date)* _____ or for such extended period as may be mutually agreed between the Port Trust and the Bidder and shall continue to be enforceable till all amounts which are demanded by the Port Trust under this Guarantee are paid.
- c) In order to give full effect to this Guarantee, the EMPLOYER shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the EMPLOYER against the Bidder or forebear or enforce any of the terms and conditions relating to non-compliance of the Tender Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the EMPLOYER or any indulgence by the EMPLOYER to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- d) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- e) The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____

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

Signed and Delivered by _____

Bank by the hand of Shri _____

its _____ and authorised official

*Fill in the scheduled date of submission of bid.

Annexure- 13

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 of2017 by and between (i) M/s. ...*(Name of the firm to be filled in)*....., (ii) M/s.....*(Name of the firm to be filled in)*....., primarily for the work under the Cochin Port Trust.

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

1.0 Formation of Joint Venture/Consortium

(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)

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

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

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

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.

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.

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

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.

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.

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.

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.

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)

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)

The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

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.

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.

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.

The Lead Partner shall be authorised to act on behalf of the JV/Consortium.

All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.

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.

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.

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.

The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Cochin Port Trust shall be through that account only.

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

Annexure- 14

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

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

By this Power- of-Attorney executed on thisday of(month) of 2016, we,

(i) (.....Name of legally authorized signatory of first partner to be filled in.....),

(ii)(.....Name of legally authorized signatory of second partner to be filled in.....),

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

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

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

.....
.....

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

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

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

Ref: Bank Guarantee No _____
Date _____

To
Cochin Port Trust
W/Island,
Cochin 682009.

Dear Sirs,

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

2. We _____ Bank having its Head office at _____ (herein after referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Port Trust on demand any and all money payable by the Contractor to the extent of _____ as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Port Trust on the Bank shall be conclusive and binding notwithstanding any difference between Port Trust and CONTRACTOR.
3. We, _____ Bank Ltd., do hereby undertake to pay to the Port Trust any money without demur so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port Trust under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-charge on behalf of the Port Trust certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We, _____ Bank Ltd., further agrees with the Port Trust that the Port Trust shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or by any such matter or things whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, _____ Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port Trust in writing and further agrees that the guarantee herein contained shall continue to be in endorsable till the Port Trust discharges its guarantee.
8. We, _____ Bank Ltd. also agrees that Port Trust at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that Port Trust may have in relation to the CONTRACTOR's liabilities.
9. This guarantee shall be valid upto _____ unless extended on demand by Port Trust. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry of or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

10. Dated the ___ day of _____ 20 .

WITNESSES

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

Bank's Rubber Stamp

_____	_____
(Name)	(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney

No. _____

Dated _____

*Annexure-16***PROFORMA OF NON DISCLOSURE AGREEMENT.***(To be submitted on Non-judicial Stamp Paper of appropriate value)***NON-DISCLOSURE AGREEMENT FOR THE WORK OF “DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF 5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”**

THIS AGREEMENT IS MADE on this day of (Month) 2020 BETWEEN THE BOARD OF TRUSTEES OF COCHIN PORT TRUST, a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682009 represented by its Chief Mechanical Engineer of the one part and M/s. represented by Shri. _____ aged _____ years S/o _____ residing at _____ of the other part for the execution of the work “**DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF 5 YEARS AFTER TWO YEARS GUARANTEE PERIOD**” as per Work order No.

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

1. Sharing of information related to the project within Cochin Port Trust (CoPT), other Government/ non Government organizations, private agencies, individuals, etc should strictly be on **NEED TO KNOW BASIS** only.
2. All information being exchanged between CoPT and the Vendor must be treated as classified, whether or not the specific security notation is used in notes, memorandum, analysis, compilation, studies or other documents in hard copy or in electronic media.
3. The secrecy and physical security of all documents and drawings related to project should be kept in strict confidence and should not be used in whole or in part for any purpose other than the purpose for which the same was provided by CoPT.
4. Information related to the Project should not be communicated nor caused to be disclosed whether directly or indirectly to any third Party or persons other than those for whom the same was originally provided by CoPT.
5. Reproducing/ Xeroxing/ Duplicating in whole or in part of documents/ drawings in hard copy or in electronic media is not to be undertaken where the same has not specifically been authorised by CoPT. In any case, all internal reproduction/ xeroxing/ duplicating should be controlled by and be authorised at an appropriate level.
6. Project information should not be communicated through fax or email without prior approval of CoPT.
7. Special precaution needs to be taken by the Vendor during interaction with the other vendors/ sub-vendor and their background be ascertained. Sub-vendors and other vendors are to be sensitized on security issues. In case of foreign vendors, approval of CoPT is to be taken after providing requisite justification.
8. The above non-disclosure shall continue to be in vogue after completion of work and through the operational life of the project.

**CHIEF MECHANICAL ENGINEER
COCHIN PORT TRUST**

CONTRACTOR

SECTION -II

1. GENERAL CONDITIONS OF CONTRACT: PART A - G

Attached separately

SECTION -II
COCHIN PORT TRUST

2. FORM OF SECURITIES (ANNEXURE A & B)

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2	B	Proforma of Bank Guarantee for Advance	126-127

Annexure –A

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

(To be executed on non-judicial Stamp Paper of appropriate value)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

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

from the demand under the terms and conditions of the Contract, vide _____ ‘s letter No. _____

(Name of the Department)

date _____ made between the Contractors and the Board for execution of

_____ covered under Tender No. _____ dated _____ (hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for INR _____ (Rupees _____)

only we, the (Name of the Bank and Address) _____

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

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

undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding INR _____ (Rupees _____) only.

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

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

 (Name of the user department)

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

5. We, _____further agree with the Board
 (Name of Bank and Branch)

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

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

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

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

9. Notwithstanding anything contained herein :

- a) Our liability under this Bank Guarantee shall not exceed INR _____
(Rupees _____ only);
- b) this Bank Guarantee shall be valid upto __ * _____; and
- c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

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

Annexure - B

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

Bank Guarantee No _____ dated _____

Amount of Guarantee INR _____

Guarantee cover from _____ to _____

Last date of lodgment of claim _____

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

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

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

Notwithstanding anything contained herein:

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

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

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

For (Name of Bank)

(Signature)

SECTION III

COCHIN PORT TRUST

MECHANICAL ENGINEERING DEPARTMENT

Tender No: F1/ T-17/ ELL CRANE-ICG /2019-M
**DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
 1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
 5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”**

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**SECTION -III
COCHIN PORT TRUST**

1. GENERAL DESCRIPTION OF WORK

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SECTION -III
COCHIN PORT TRUST
DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”

1. GENERAL DESCRIPTION OF WORK

1. General

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

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

2. Scope of work

The proposed work comprises of design, manufacture, inspection and testing at works at all stages as required, supply, delivery at site, erection, testing at site, commissioning and handing over 01 no, rail mounted, Electric Level Luffing cranes, 15 T capacity in fully working condition to the entire satisfaction of CoPT / ICG, including furnishing of all labour, material & services, essential tools, spares and documentation in accordance with the specifications as furnished in the subsequent sections. The equipment shall be complete with all necessary parts, auxiliary items and safety devices whether specified herein or not which should form part of crane as deemed fit by OEM for operating the crane for intended purpose.

The crane is intended for handling of Bulk Cargo/heavy Engines/machinery / spare parts from / to the vessels calling at Indian Coast Guard berth at Fort Kochi.

3. Site conditions

Location

The project area is at Indian Coast Guard Berth at Fort Kochi.

4. Tide and Flood Levels

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

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

Waves

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

Wind

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

Rainfall

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

Temperature

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

5. Drawings

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

6. Time Schedule and monitoring of progress

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

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

7. Facilities to be provided by the Port**Contractor’s work area:**

An area inside Indian Coast Guard berth will be made available to the Contractor for project purpose free of rent for setting up of site office, store, etc.

Power

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

8. Contractor's responsibility

All materials for use on the works shall be supplied and provided by the contractor at his own cost and shall conform to relevant BIS Specification unless otherwise specified.

Samples of all materials including fixtures, if any, to be incorporated in the work shall be got approved by the Engineer-in-Charge before procurement.

The contractor shall thoroughly study the specifications and drawings and errors/omissions/modifications if any shall be brought to the notice of the Engineer-in-Charge well in advance so that a final decision in the matter could be given in time.

All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour will be contractor's responsibility.

The contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and these shall be made good or compensated at his risk & cost.

The contractor shall take all care and precautionary measures for avoiding any kind of damage/accident in the work site on any account. The department shall not entertain any claim from the contractor whatsoever towards compensation for any damage/accidents at the site due to negligence from his part, during the execution of work.

The contractor shall prior to commencement of the work insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising for which he is responsible under the terms of contract.

The work shall be arranged by the contractor without causing any damage to Port's/ any other structures. Any damage caused by the contractor's operation shall be compensated/ made good at contractor's risk and cost to the satisfaction of the Engineer-in-Charge of the works, failing which department will do the rectification work and the cost incurred will be recovered from any sum due to him from the Port.

All plants and equipments and consumables required for the whole work shall be provided by the contractor at his own cost.

The contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer-in-Charge of the work and any construction so put up shall be removed by the contractor whenever the Engineer-in-Charge calls upon the contractor to do so.

Qualified Engineers with sufficient experience in works of similar nature shall be available at site throughout the contract period during working hours in order to receive instructions from department and to implement them properly and in time.

The contractor shall take all care and precautionary measures for avoiding damage or accidents to the work from ship or other water crafts movements or other

operations in the area. The department will not entertain any claim from the contractor whatsoever, towards compensation for any such damage or accident occurring during the execution of the contract.

The contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be done at the contractor's cost as directed by the Engineer-in-charge of the work. The contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots etc. to the workmen at his own risk and cost.

The work shall be arranged by the contractor without causing any hindrance to the ship and other water craft operating in the area. No damage shall be caused to the structures in the area, water crafts operating in the area or otherwise by the contractor's operations. Any damage or accident caused by the contractor's operations shall be compensated / made good at the contractor's risk and cost.

The contractor shall supply at his own cost monthly or at intervals as directed by the Engineer-in-charge, well executed photographs in standard size (approximately 24x18 cm) showing the progress of the work and also such other particular item of the work.

No information or photograph concerning the works shall be published without the prior permission of the Chief Mechanical Engineer and drafts of all such proposal/publication shall be submitted for approval.

The information and data shown in the drawing and detailed elsewhere in the tender document are furnished for general information and guidance only and the Port Trust in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the tenderer.

The contractor shall observe the conservancy rules relating to the Port and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work, as are required by the Engineer-in-Charge. Under no circumstances, inflammable materials be allowed to spill into Port area.

The Cochin Port is an International Ship & Port Facility Security (ISPS) code compliant Port and the contractor is obliged to comply with the provisions of the code in force and as amended from time to time. The site for the proposed work is a protected area and hence security rules and regulations including obtaining entry / exit passes including photo passes if any for vehicles, men and materials etc. for entering the area shall be observed by the contractor at his cost.

The contractor shall provide necessary arrangements as desired by the Engineer-in-Charge for inspection of work without any extra cost from commencement till completion of work.

The Contractor shall ensure that no labourers with criminal background are engaged for the work.

All fossils, coins, articles of value or antiques and structures and other remains or things of geological or archaeological interest discovered in the site of work shall be deemed to be the absolute property of the Port Trust and the contractor shall take responsible precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the departmental officers of such recovery and carry out at the expense of the department, the Engineer-in-Charge's orders as to the disposal of the same.

The contractor shall remove any plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of work or otherwise deal with the same as directed by the Engineer-in-Charge and until the same is raised and removed, the contractor shall set on such buoys and display at night such lights for avoiding any mishaps.

Water required for the construction works including curing work shall be arranged by the contractor on his own cost.

The contractor shall take all precautions for not to damage any cables/pipes etc. passing through the area of work.

While carrying out hot works such as welding, cutting, chipping the concrete etc. the following conditions shall be strictly observed by the contractor:

- (i) Hot work shall be carried out with the approval of the Dy. Conservator's department and the work shall be done as per the instruction of the fire service personnel.
- (ii) Welding /gas cutting work shall be carried out only with the prior permission of the Marine Dept. and only when vessel carrying inflammable materials is not berthed at the existing berths near to it.

The contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer-in-Charge before the site is returned to the Port Trust. All such materials including debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer-in-Charge or be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the Port Trust immediately after completion of the work. In case, any such material is found left in the work site or anywhere in the Port area, rent for the storage space occupied by the contractor, either for stacking the materials /debris or for areas used for such purpose but not cleared thereafter, will be recovered as per the prevailing Scale of Rate of Cochin Port Trust, for the rent applicable for open storage space for commercial purpose, for the period for which the area had been occupied by the contractor. In addition to the above, in case the Port requires the area immediately for its use, Port will repossess the land after restoring it to its original condition, material will be confiscated and disposed off at the risk and cost of the contractor, after issuing two notices giving 15 days' time each for removing the material. All expenses incurred on this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the contractor by appropriate means.

The contractor shall extend all the facilitations and cooperation for other contractors for simultaneous execution of other works in the area entrusted by Cochin Port Trust.

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."

The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. Work Order shall be issued only to the contractors who are registered under EPF organisation and ESI Corporation. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.

The contractor shall provide, at every work place, at which 20 or more women workers are ordinarily employed, crèches of reasonable size and with adequate facility for the use of their children under at the age of six years at his risk and cost.

9. Workmanship

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

The whole work shall be completed in a diligent manner within the contract period and defect or imperfection if any, observed during the defect liability period/ guarantee period, shall be rectified at contractor's cost to the full satisfaction of the Engineer-in-Charge within the time allowed.

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

10. Temporary works

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

On completion of the works, temporary works if any provided by the contractor shall be removed from the site and the area shall be reinstated to the original condition at his own risk and cost.

11. Time For Completion

The time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the contractor. The work shall throughout the time period be proceeded with diligence, time being deemed to be the essence of the contract.

The completion of work may entail working in monsoon period/rainy season without any extra cost. The contractor shall take such an eventuality into consideration while quoting for the work. Normally, no extension of time will be admissible for work in monsoon.

The whole work shall be completed in the stipulated time, accordance with the provisions under Memorandum included under "Form of Tender" or such extended time as may be allowed under clause 29 of Conditions of Contract included in the GCC.

12. Working time

The normal working time of the Port Trust is from 8 a.m. to 4.00 p.m. on all working days with no interval in between. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific

approval from the Engineer-in-Charge for the same. Necessary supervision will be arranged by the department and the expenditure to be incurred in this connection will be borne by the department.

13. Method of Execution

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

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

14. Alterations and Additions

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

SECTION -III**COCHIN PORT TRUST****DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
1 NO. 15 TON RAIL MOUNTED ELL CRANE FOR ICG INCLUDING AMC FOR A PERIOD OF
5 YEARS AFTER TWO YEARS GUARANTEE PERIOD”****2. SPECIAL CONDITIONS OF CONTRACT**

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SECTION -III COCHIN PORT TRUST

2. SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

Special Conditions shall be read in conjunction with the General Conditions of Contract, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.

Notwithstanding the Sub-division of the documents into these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy of variations, prevail.

In addition to the definitions given in the General Conditions of Contract (GCC) following terms are also defined as follows,

- (i) Contractor: The **Contractor** is a person or corporate body, domestic or foreign entity who is the Manufacturer or Supplier or authorized representative who's Bid to carry out the Works has been accepted by the Employer.
- (ii) Employer: The **Employer** is the party who will employ the Contractor to carry out the Works / supply of equipment.
- (iii) Equipment: The means shall also means the ELL Crane for which tender is invited.

2. RATES FOR VARIOUS ITEMS

The rates /lumpsum amount as applicable shall except in so far as the contract otherwise provides, cover all obligations of the contractor under this contract and all matters and things necessary for the proper completion and maintenance of the works. The rates / lump sum amount quoted for each item shall be all inclusive value of the finished work as per drawings and specifications and shall cover the cost of all constructional plants, temporary works, appliances, materials, both for the works and temporary works, labour and all other matter in connection with each item quoted for and shall be in multiples of ten paise.

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

The contractor's rates and prices shall include all taxes, duties and fees including Port charges like wharfage, Port dues, berth hire, pilotage etc. if any applicable, all charges and taxes whatsoever in respect of materials, labour and plant and all other things obtained or used by the contractor for the execution and maintenance of the works or any temporary works.

3. BASIC RATES AND ADJUSTMENT FOR SUBSEQUENT PRICE VARIATION

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

4. CARE OF WORKS

From the commencement to the completion of the work the contractor shall take full responsibility for the care of the work and his employees in connection with the work thereof and in case any damage, loss or injury shall happen to the works or any part thereof or to any temporary work from any cause whatsoever (save and except the excepted risks as defined in clause 5 given below shall at his own cost repair and make good the same so that the work shall be completed in good order and in conformity in every respect with requirement of the contract. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall if and to the extent required by the Engineer-in-Charge, make good the same as aforesaid and it will be to the account of the Board.

5. EXCEPTED RISKS

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

6. WORKS EXECUTED THROUGH SUBLETTING

The contractor may sublet any portion of the contract, as per clause 8 of General Conditions of Contract of GCC.

Notwithstanding any subletting with such approval as required under above and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, 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.

7. THIRD PARTY INSPECTION & TESTING AGENCY (TPIA)

The third party inspection & testing agencies shall be deputed by the employer at its cost through approved classification society. The third party inspection shall be carried out at different stages during manufacture, erection, testing and commissioning for certification of the performance of the crane with respect to design/ operating parameters as per the QAP (Quality Assurance Plan) approved by the Port. The TPIA shall submit the QAP which will be shared with the contractor if required.

The following is the scope of inspection under the third party, who would be appointed by the CoPT. The contractor shall timely submit the required drawings/ notes/write up/ technical details etc sought by the TPIA for timely discharging their assignments. The stage payments payable to the contractor shall be released subject to the certification of TPIA.

- i. Design, appraisal and approval of drawings to ensure compliance to the stipulated National, International Code or Specifications and complying with CoPT specifications. The contractor shall timely submit the required drawings, test certificate and other details sought by the TPIA for timely discharging their assignments.
- ii. Material verification with mill test certificate witnessing physical tests on specimens for representing critical parts submitted item – wise such as wire rope, hooks, sheaves, swivels, terminal attachment etc witnessing proof load test of hook and bottom blocks.
- iii. Approval of welding procedures and welders qualifications tests in accordance with approved QAP.
- iv. Ensuring radiographic standards and other NDT requirements such as ultrasonic, magnaflux etc are met with as per the relevant codes. Also fatigue analysis for structural as well as all critical items as specified in Sl. No. ii above.
- v. Ensuring heat treatment, wherever relevant is carried out as required by the code.
- vi. General examination during and on completion of fabrication and machining of main structural steel work to ensure good workmanship and compliance to approved QAP.
- vii. Examination of all critical items and their assembly together with main items of electrical equipment, including control and protection panels, brake thrusters, limit switches, controllers, wiring etc. Verification of electric motors against manufacturers works test certificates to ensure compliance to specifications.
- viii. Final inspections at site on completion of manufacture and shop assembly, including verification of principal dimensions. All prescribed load, overload tests and functional tests of the drive, hoisting and all the mechanisms, mechanical apparatus and electrical equipment to be witnessed.
- ix. All correspondence/communication between the inspection agency and the contractor shall be copied to Employer including drawings.
- x. Every month, the inspection agency shall be informed an updated progress report in the form of time bar chart/CPM chart with copy to the CoPT.
- xi. Witnessing assembly and erection at site in CoPT, together with load and functional tests.
- xii. Final Stamping and Certification of the cranes.
- xiii. All sub-assemblies viz. load taking units, motors, gear reducers etc shall be cleared by the inspection agency and Test Certificates countersigned, duly establishing the fact that the sub-assemblies comply with respective standard specified.
- xiv. The list of test and format will be submitted to CoPT by the Contractor. The complete crane will be tested as per FEM / BS / DIN Standards at factory and the test reports will be submitted to CoPT for review.
- xv. All parameter tests including overload test as well as test under statutory requirement will be done at CoPT after arrival and in presence of Employer's Engineers at cost and risk of contractor.

8. PRE-SHIPMENT INSPECTION:

Pre inspection test shall be conducted before the shipment of the equipment in presence of TPIA and CoPT before dispatching the equipment. The manufacturer/supplier shall provide all the necessary arrangements required for the inspection/ testing at contractor's expense. The cost for visiting manufacturer's works for inspection and testing of equipment by the CoPT officials will be met by CoPT and the cost of visiting the manufacturer's works by TPIA shall be met by the contractor. Contractor shall furnish test schedule details prior to conducting tests for Employer's approval.

9. OPERATION AND MAINTENANCE MANUAL:

The Contractor shall furnish 3 sets hard copies each of the following manuals for Crane (Soft copies shall be furnished in the form of CD ROM also).

- Inspection and Maintenance Manual.
- Operation Manual
- Spare Parts Manual.
- Work shop manuals
- Spare parts details with address of suppliers.

In addition, the contractor shall furnish 3 sets of drawings indicating the assemblies and sub- assemblies of the Crane with details. The contractor shall furnish 3 sets of drawings for the complete electrical system, hydraulic system and control system. Drawings shall also be furnished in the form of CD ROM in AUTOCAD. One set of tracings as mentioned above, shall also be furnished.

10. SPECIAL TOOLS: One set of special tools required for the maintenance & operation of the Crane shall be supplied along with the equipment. The list of such tools may be furnished along with the tender.

11. Facilities provided by Cochin Port Trust subject to availability for testing and commissioning of the equipment.

- Open space for assembling at the nearest available point, free of cost.
- Test weight for carrying out the load test. However the contractor shall arrange the loading/unloading and transportation of the weight.
- Electricity.

12. ACCESS TO SITE:

The work site at Indian Coast Guard Berth is through open area near Fort Kochi. The contractor is expected to visit the site and satisfy himself of the actual site conditions.

13. FINAL ACCEPTANCE:

After erection, testing and commissioning of ELL Crane by the contractor, the following tests/trials will be carried by the employer before taking over. When all such tests have been successfully carried out, the equipment shall be accepted and taken over by the Engineering-in-Charge and issue a taking over certificate. In the event of final or any outstanding tests being held over, such taking over certificate shall be issued subject to the results of such final or outstanding tests.

- a) Operational trials of ELL Crane using the supply from the Electric power.
- b) In all its motions with a load of 10 % more than the specified duty. The specified speed need not be attained in the test.
- c) With full working load, the general control and handling of the cranes will be tested to the satisfaction of the Employer/EIC & TPI and checks made in the specified speed tests must be carried out through 360 degrees & as per FEM standard. Cranes at Manufacturer's site shall be tested in the presence of TPI agency. Employer may also witness the test at the said site.
- d) The crane shall also be tested for stability with 25% overload with the jib in any position.
- e) Any other test conformed to the FEM latest standard, as required by the Employer/EIC. Employer will provide the electric supply required for test at CoPT site free of cost for testing purpose.
- f) Endurance Test – Crane has to be undergone Endurance Test for 24 hrs, Continuous operation without any failure in three phases of 8 hrs. before handing over the crane to Employer.

14. SAFETY AND SECURITY:

- i. The men deployed for the work at site and the materials brought by the contractor for the work shall be insured at his own cost. Cochin Port Trust will be in no way responsible for the accident / loss / damages to the men/ materials in connection with the work. A copy of the insurance certificate is to be submitted to the Engineer-in-charge before commencement of work. The above insurance shall be valid throughout the currency of the contract.
- ii. The contractor shall furnish the list of employees working under him at the CoPT premises before starting the work. Any change in employees shall be made only with prior permission of Engineer-in-charge.
- iii. All employees of the contractor working at the site shall have a valid entry pass issued by the Security Officer, Cochin Port Trust. Entry passes will be issued only to those employees who are covered under the insurance.
- iv. The contractor himself has to ascertain the labour situation and trade union problems prevailing at the site and is liable to sort out the problem at his own risk, so as not to affect the work in connection with the commissioning of the equipment, etc.
- v. The instruction / procedures recommended by the Fire/ Safety Divisions of Cochin Port Trust, and approved by the Chief Mechanical Engineer, Cochin Port Trust shall be complied- with.
- vi. The contractor shall take necessary precautions and comply with Rules, regulation, bye – law, applicable code and safe working practices.

15. TRAINING:

As provided in the Technical specification schedule.

16. EMPLOYER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

At the time the contract is awarded, the Employer reserve the right to increase the quantity of ELL crane to be supplied from 1 to 2 or more and the number of cranes from 1 to 2 without any change in the unit prices or other terms and conditions of the Tender and the Tendering Documents.

17. SETTLEMENT OF DISPUTES AND ARBITRATION

The settlement of disputes and arbitration shall be as per clause 25 of General Conditions of Contracts. However the venue of the arbitration shall be at **Cochin**.

18. SETTLEMENT OF DISPUTES THROUGH CONCILIATION

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations / arbitration, then the chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee / Council comprising of independent subject experts set up by the Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee / Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to delegation of powers.

19. LIQUIDATED DAMAGES

For levying compensation as per Clause-49 of General Conditions of Contract, the employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of work by the contractor, as per agreement conditions.

20. MEASUREMENTS OF WORK DONE

- (i) In addition to the Clause-26 of GCC- 'Computerised Measurement Book', measurement of the work can also be done as detailed below
- (ii) Executive Engineer (hereinafter called the Engineer's Nominee) shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the Contract of work done.
- (iii) All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the Contract.
- (iv) All measurements and levels shall be taken jointly by the Engineer's Nominee or his authorised representative and by the Contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer's Nominee and the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- (v) Department shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorised representative does not remain present at the time of such measurements after the Contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer's Nominee or his representative shall be deemed to be accepted by the Contractor.
- (vi) The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- (vii) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.
- (viii) The Contractor shall give not less than seven days' notice to the Engineer's Nominee or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer's Nominee or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's Nominee's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

- (ix) Engineer's Nominee or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- (x) It is also a term of this Contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

21. PAYMENTS OF SALARY / WAGES AND OTHER BENEFITS ETC. TO CONTRACT / CASUAL WORKERS

- (i) The Contractors shall make all payments of salary/wages and other benefits etc. to the contract / casual workers deployed for the work through Bank / Cheque only.
- (ii) All the payments to the contractors would be released only on submission of undertaking to comply with the clause 12.1 above.

22. Clause 45 and Clause 80 of General Conditions of Contract (GCC) shall be modified as below;

Clause 45-Rates for items to be inclusive of Taxes

The rate quoted by the Contractor shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Service Tax (GST). GST as may be applicable from time to time shall be shown separately in the invoice. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence. the invoice to be submitted by the Contractor should include the GST Registration Number of the Contractor as well as the Employer.

Clause 80-Taxes and Duties

Income Tax

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

The Contractor shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

23. SECURITY DEPOSIT AND RETENTION MONEY

The Clauses 48 and 52 of the General Conditions of Contract related to the Retention Money and Security Deposit, stands modified to the extent detailed below:

- (i) In all cases, the Performance Guarantee retained till end of Defect Liability Period shall be 10 % of the Contract Value or Cost of Work Done, whichever is higher.
- (ii) Security Deposit for the work is @ 10% of Total contract price including AMC through BG with validity period initially for two years and to be extended thereafter till the completion of AMC.

24. **CONVEYANCE FACILITY :**

The contractor shall provide at his own cost 1 (one) number AC Car of not older than 2015 model or equivalent type of vehicle with 4 persons capacity, at his own cost, exclusively for the departmental staff for supervision works, throughout the contract period. The supply shall commence not later than 15 days from the date of commencement of work. The vehicle shall be available round the clock on all days including Sundays and holidays. The vehicle shall have valid registration and insurance. All consumables and stores for the safe working of the vehicle and its drivers as necessary should be provided by the contractor and nothing will be given by the Port for the running of the vehicle under this contract. The contractor shall be solely responsible for the consequences arising out of any loss or damage/accident etc. caused to the vehicle on duty. If the contractor fails to provide vehicle as above, the department will hire the same, the actual cost of which will be deducted from the contractor's bills or an amount of Rs.5,000/- per day/vehicle or part thereof shall be deducted from the contractor's running bills.

25. **CONDITIONS FOR AMC**

- (i) The Annual Maintenance Contract (AMC) will be commenced as soon as the defect liability period / Comprehensive guarantee/ Warrantee period of 2 years is successfully completed to the satisfaction of the employer or after the expiry of extended period of guarantee period as decided by the employer.
- (ii) LoA for the work will be issued including AMC before commencement of work. Separate WO and BoQ for AMC will be issued after the guarantee period.
- (iii) The AMC period will be 5 years after the guarantee period and the bidder shall quote for each year as per Schedule B5. The AMC charge shall be quoted in Indian Rupee only.
- (iv) **Payment for AMC:-** The payment for AMC shall be made half yearly on successful completion of each half year, upon certification of Engineer or the authorized representative of the employer.
- (v) Whenever the contract of AMC is rescinded the Security Deposit shall be forfeited and the Guarantee shall be encased. The balance work shall be got done independent without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (vi) **Scope of AMC work:** As provided in the Technical specification of Crane

26. **PAYMENTS:**

Clause 43 & Clause No 51 of General Conditions of Contract (GCC) shall be modified as below.

I. Payment condition w.r.t item No.1 of the Schedule of works (B1,B2,B3,B4) attached			
	Milestone	For Supply	For Erection order
Stage 1	On issue of the LoA, acceptance by the bidder, submission of performance guarantee.	Mobilization advance @ 5% of material cost on CIF (Cost (Basic) + Insurance + Freight) against BG of 110 % of the MA with interest of 14% .	NA
Stage 2	Delivery of items (FOB on import items and on receipt at ICG site for indigenous items)	60 % of material cost supplied as per billing schedule annexed, on CIF and applicable Taxes thereof after certification by Third Party Inspection Agency (Certification shall be prior to dispatch for import items.), against BG for equal amount.	NA
Stage 3	Payment on receipt of all structural items of crane (bogies, portal, post, jib, swing lever, slewing frame, machinery house including machineries, operators cabin, electrical and control system items) and erection of the crane upto and including central column at the site.	NA	20% with applicable taxes thereof after certification by Third Party Inspection Agency.
Stage 4	Payment on Completion of erection of all structural items of the crane including machineries, electrical and control system components.	20 % of the equipment on CIF and applicable taxes after certification of third party agency.	40% after certification by Third Party Inspection Agency
Final Payment	After successful Commissioning and handing over	Balance amount with applicable taxes after certification of third party agency and deducting the interest on Mobilization advance	Balance amount with applicable taxes after certification of third party agency and deducting the interest on Mobilization advance
II.	For item No.2 of the Schedule of works, payment will be made as per clause 43.3.1 of the General Conditions of Contract		

- I. **Payment Terms for indigenous bidder:** The payment shall be released in Indian Rupees as per the above manner. The items shall be supplied with following documents
- i. Invoice : Two originals.
 - ii. Packing and forwarding list : Two originals.
 - iii. Certificate signed by the contractor that goods are the same as those inspected and approved or any short shipment or wrong shipment will be made good free of all charges.
 - iv. Two copies of works test certificate.
 - v. Third Party Inspection Agency's inspection certificate (Pre-shipment inspection)
 - vi. Any other documents as required by the Employer.

II. Payment Terms for Foreign Bidder**b) Supply Portion:**

- i. CIF cost of ELL Crane: Basic cost for Design, Manufacture, Supply of ELL crane and other accessories, freight and transit insurance charges shall be considered to arrive at the CIF cost of Crane.
- ii. Letter of Credit (LC): The payment will be arranged by opening Irrevocable Letter of Credit on 15% of the CIF cost. The exchange rate will be as per TT selling rates of State Bank of India at the time of each stage payment. The LC will be opened by Employers Banker on the bank nominated by the contractor. The LC charges for opening will be borne by the Employer. Any bank charges towards negotiating the LC by the contractor with their bankers shall be borne by the contractor. The payment will be released as per the stages indicated above after furnishing performance security in prescribed format and signing of Agreement in prescribed format.
- iii. The following documents are to be furnished by the contractor for releasing payment against Letter of Credit.
 1. Invoice : Two originals.
 2. Certificate of origin : One original
 3. Bill of Lading : Two originals.
 4. Packing and forwarding list: Two originals
 5. Certificate signed by the contractor that goods are the same as those inspected and approved or any short shipment or wrong shipment will be made good free of all charges.
 6. Two copies of shipping specification (if not included in invoice)
 7. Two copies of works test certificate.
 8. Third Party Inspection Agency's inspection certificate (Pre-shipment inspection)
 9. Any other documents as required by the Employer.
- iv. Customs Duty: Customs duty if any shall be paid by the contractor directly to the Customs Department and take appropriate action to clear the goods. The employer will reimburse the actual payment of Customs Duty against production of documentary evidence for the proof of remittance. The employer will not pay any other charges incidental to the payment of customs duty including any interest, penalty, demurrage etc. It is the responsibility of contractor to clear the goods from Customs on payment applicable Customs duty. In the case of Duty drawback/exemption/refunds/rebates etc. obtained by the contractor from the payment of customs duty at any stage of during or after the execution of the contract, the same shall be passed on to the employer. **The contractor shall give an undertaking to this effect to the Employer.**
- v. Payment terms as indicated above, performance security, liquidated damages clause and other terms and conditions shall be clearly indicated in the letter of Credit. The entire agreement shall form part of the conditions attached to the Letter of Credit.
- vi. Installation / Commissioning portion: The erection and commissioning testing shall be undertaken either by the foreign supplier on his own or through his Indian counterpart under the overall supervision of the Foreign Supplier. The responsibility for the successful erection testing and commissioning of the ELL Crane rests with the Foreign Supplier along with his Indian Counterpart either jointly or separately. The Clearing of consignment, Unloading, Erection, Testing, Commissioning and Handing over of Crane and Training of personnel charges shall be indicated in schedule B2 and the payments will be made in Indian Rupees only irrespective of the fact, whether the payment is released to the Foreign Supplier or his Agent.

III. Payment General

- a. The price quoted shall be exclusive of all taxes and duties such as customs duty, excise duty, CST or any other taxes and duties, which the employer is liable to pay as per law and the same shall be given separately as per the price schedule. The contractor shall indicate clearly the percentage of taxes and duties included in the cost schedule for the purpose of payment of the taxes and duties.
- b. Even if the erection work is undertaken through the Indian counterpart, the LD as per GCC shall be applied for the entire Contract value including supply, erection and commissioning portion.
- c. Taxes and Duties applicable as per rate in force on date of submission of tender shall be indicated by the bidder in the Price Schedule separately. The employer shall reimburse the taxes and duties, which the employer is liable to pay as per law alone at the time of making payment to the contractor. If there is any change in the rate of taxes and duties quoted in the bid during the currency of contract, then the employer shall reimburse the Taxes and duties at the revised rate, subject to the contractor producing the necessary documentary evidence for the payment to the Tax Authorities to the satisfaction of the employer for reimbursement. However If the contract is extended beyond the schedule time of completion, the tax revised during the extended period will not be reimbursed.
- d. Any new tax levied by the Government after the award of contract, which the employer is liable to pay as per law alone shall be reimbursed subject to submission of documentary evidences for payment of the same to the Tax Authorities.
- e. Any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties shall not be paid/reimbursed by the employer under any circumstances.
- f. In the event, the Contractor not indicating the rate of Tax and Duties included in the Price separately in the bid, the Port shall not pay any change in the rate of taxes and duties including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances.
- g. The contractor while quoting the Price-bid shall keep in mind that the Port will not issue any sort of concession form to the bidder and quote the rate of taxes and duties as applicable at the time of submission of Tender.
- h. For goods manufactured outside India, the Contractor shall be responsible for all taxes, stamp duties, license fees and other such levies imposed outside India. The CoPT shall pay the amount as per schedule of rate given in schedule B1 & B2
- i. For goods manufactured within India, the contractor shall be entirely responsible for all taxes, duties, license fees etc. incurred until erection, testing, commissioning and handing over of ELL crane at Cochin Port Trust.
- j. If any tax exemptions, reductions, allowances or privileges may be available to the contractor in India, the Employer shall have a claim on such exemptions. The contractor shall quote his prices by considering all such exemptions
- k. Consignee of material will be Asst. Materials Manager, Cochin Port Trust. However, the contractor shall be responsible for clearing the consignment by remitting all applicable duties and levies” and deliver the Crane at Indian Coast Guard Berth at Fort Kochi free of all encumbrances.
- l. The last stage of payment shall be released only after imparting training to CoPT personnel as detailed in Technical Specification.

SIGNATURE OF TENDERER