



COCHIN PORT TRUST
COCHIN-682009, KERALA, INDIA
Tele: 91-0484-2666414, 2666871
Telefax: 91-0484-2666414
E-mail:coptce@gmail.com

**TENDER DOCUMENT FOR
SALE OF DREDGED SAND STOCKED AT THE
SOUTHERN/WESTERN SIDE OF M/S. PETRONET LNG
TERMINAL AT PUTHUVYPEEN
(e-Tendering Mode)
Website:www.tenderwizard.com/CoPT**

**CHIEF ENGINEER'S OFFICE
COCHIN PORT TRUST
COCHIN-682009**

TENDER No. T14/T-1911/2020-C

PRICE: Rs.2100/-

COCHIN PORT TRUST
**TENDER FOR “SALE OF DREDGED SAND STOCKED AT THE
SOUTHERN/WESTERN SIDE OF M/S. PETRONET LNG TERMINAL AT
PUTHUVYPEEN”**
(Tender No. T14/T-1911/2020-C)
CONTENTS

Sl No:	Items	Page Nos.
1	Notice Inviting Tender	3-5
2	Instructions to Tenderers	6-26
3	Form of Bid	27-28
4	Special Conditions for sale of dredged sand	29-31
5	Schedule-II: Schedule of Items to be done on Contract	32

SIGNATURE OF TENDERER

COCHIN PORT TRUST

Chief Engineer's Office
Cochin Port Trust
W/Island, Cochin – 682009,
KERALA
Tele:91-0484-2666414/0484-258-2400
website: www.cochinport.gov.in



Tender No. T14/T-1911/2020-C

Date: 13/01/2020

NOTICE INVITING TENDER

1. Electronic Tenders (**e-tenders**) on Item Rate basis are invited by Cochin Port Trust from bidders in Single Cover bidding procedure, meeting the Minimum Eligibility Criteria specified below for the work of **“Sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvypeen”**.
2. **Minimum Eligibility Criteria:**
Financial Turnover
Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2019 [2016-'17, 2017-'18 & 2018-'19] shall not be less than **Rs. 58.125 lakhs**.
A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover over the last 3 financial years and audited financial statements for the last three years shall be submitted.
3. **Other Eligibility Considerations**
 - 3.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have submitted any counter conditions in the tender.
 - 3.2 The bidder shall have valid PAN/GST registration and shall upload self attested copy of PAN and GST Registration Certificate.
4. **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

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	13/01/2020
2	Download period of Bid Documents	15/01/2020 to 05/02/2020

3	Date of Pre-Bid meeting	<i>Not Applicable</i>
4	Last date for seeking clarification	27/01/2020
5	Last date and time of submission of Bid	05/02/2020 up to 15.00 hrs
6	Date and time of opening the Bid	05/02/2020 after 15.30 hrs

ii) Bid information :

Table 2

i)	Estimated Amount put to Tender	Rs. 1,93,75,000/-.
ii)	Earnest Money Deposit	Rs. 10 lakhs furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized Bank / Scheduled Bank in India.
iii)	Cost of Bid document	Rs.2,100/- (Rs.2,000 + 5% GST) (Non refundable) furnished either through Demand Draft/ Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized Bank / Scheduled Bank in India, being the cost of single copy of the tender document
iv)	Validity period of Tender	120 days from the Last Date of Submission of Bid.
v)	Time for Completion	45 days

5. The tender is for sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvypeen on Cu.m. basis.
6. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT 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.
7. Before submitting the tender, the bidder shall examine carefully all conditions specified and shall inspect the dumping ground of dredged sand with prior appointment of CoPT, to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be

involved in transporting the dredged sand from the dumping ground. It will be deemed that prior to the submission of tender, the bidder has visited the dumping ground and has satisfied himself as to the nature and location, general and local conditions, particularly those pertaining to transportation, handling, availability of labour, weather conditions, working conditions, ground level etc. and that the bidder has estimated his cost accordingly and CoPT 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.

8. A bidder shall be deemed to have full knowledge of all specific conditions, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
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 amount of **Rs.1124/-** 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 “**online**” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document.
12. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the bidders etc., if any, issued by the Employer, from the website before submission of the bid. **Any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of the bidders etc. duly signed 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 only** on the website www.tenderwizard.com/COPT. No Bids shall be accepted off-line (Hard copy).
14. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidder’s responsibility to comply with the system requirements 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 Originals of (i) DD / Bankers Cheque towards the cost of tender and EMD and (ii) Power of Attorney in favour of signatory(s) to the tender along with letter of submission in a sealed cover **to the Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA**, before opening date and time of the tender. **Non submission of original financial documents towards**

cost of Tender document and EMD, before opening date and time, of the tender will be liable for rejection.

16. Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India enterprises under “Single Point Registration Scheme” of Ministry of MSME shall be eligible for issue of tender document free of cost and exemption from payment of Earnest Money Deposit. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and also, a scanned copy of the Exemption / Registration Certificate duly notarized shall be uploaded in the e-tendering Portal. If the Registration Certificate does not pertain to the Category of ‘Similar Works’ mentioned above, the tender will be rejected.
17. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which shall be binding on all bidders.

**CHIEF ENGINEER
COCHIN PORT TRUST**

COCHIN PORT TRUST

2. INSTRUCTIONS TO TENDERERS

1. Introduction

This tender is invited for sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvypeen on Cu.m. basis.

2. General Instructions

- 2.1 Before submitting the tender, the bidder shall examine carefully all conditions specified and shall inspect the dumping ground of dredged sand with prior appointment of CoPT, to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in transporting the dredged sand from the dumping ground. It will be deemed that prior to the submission of tender, the bidder has visited the dumping ground and has satisfied himself as to the nature and location, general and local conditions, particularly those pertaining to transportation, handling, availability of labour, weather conditions, working conditions, ground level etc. and that the bidder has estimated his cost accordingly and CoPT 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.
- 2.2 A bidder shall be deemed to have full knowledge of all specific conditions, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.3 The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalization of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 2.4 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 2.5 E-mail offers will not be considered. Bidders should prepare their bid themselves and submit it "online". Bids submitted by agents will not be recognized.
- 2.6 Bids received after the due date and time and any change in bid after the specified date & time will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.7 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.

- 2.8 While evaluating the document, regard would be paid to National defense and 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.
- 2.9 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Engineer, Cochin Port Trust, Cochin – 682009, shall be the deciding authority with regard to the intention of the document which shall be binding on the Bidder.
- 2.10 ***The bidder shall have valid PAN and shall be registered under GST. The documentary evidence in support of valid PAN and GST registration shall be furnished.***
- 2.11 Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India enterprises under “Single Point Registration Scheme” of Ministry of MSME shall be eligible for issue of tender document free of cost and exemption from payment of Earnest Money Deposit. **They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and a scanned copy of Exemption / Registration Certificate duly notarized shall be uploaded in the e – tendering Portal.**
- 2.12 In the Letter of submission, the Bidder shall compulsorily indicate 2 nos. of current active e-mail IDs to which further Bid related communication can be sent by CoPT. All communication from CoPT shall be deemed to have been delivered when the e-mail is sent to the specified e-mail ID and the date of sending the e-mail by CoPT shall be considered as the receipt by the Bidder. CoPT shall no way be responsible for the non-receipt of any such communication by the Bidder due to whatever reason in this occur.

3. Invitation for Bids:

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

4. Downloading of Tender Documents:

Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT 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), CoPT from any Scheduled / Nationalized Bank having its branch at Cochin shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.

In case of tender document being downloaded from the website, at the time of uploading, the tenderer shall give an undertaking that no changes have been made in the document. Port’s 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. For the discrepancies found at any time, the tenderer shall be liable for legal action.

5. One Bid per Bidder:

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

6. The Bidder

The Bidder shall be a single entity only.

7. Cost of Bidding:

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

8. Site visit:

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

9. Clarification of the Bidding Documents:

- 9.1 The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Engineer in writing at the following address, so as to reach them at least by **27/01/2020**. It is to be noted that no queries, clarifications will be answered after this date.

THE CHIEF ENGINEER,
CHIEF ENGINEER'S OFFICE,
COCHIN PORT TRUST,
WILLINGDON ISLAND,
KOCHI-9,
KERALA, INDIA.

Ph: - 91-0484-2666414/2582400.

Fax:-91-0484-2666414.

Email: coptce@gmail.com/ ce@cochinport.gov.in

9.2 Pre-Bid Meeting:

No Pre-Bid meeting will be held for this tender.

10. Amendment of Bidding Documents:

The Chief Engineer, Cochin Port Trust shall have the right to revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda/corrigenda. Any addendum / corrigendum thus issued shall be part of the tender documents. The addenda/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/ corrigenda hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and bid extension notice shall be hosted in the web site.

11. Preparation of bids:

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

12. Minimum Eligibility Criteria:

Financial Turnover

Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2019 [2016-'17, 2017-'18 & 2018-'19] shall not be less than **Rs. 58.125 lakhs.**

A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover over the last 3 financial years and audited financial statements for the last three years shall be submitted .

13. Other Eligibility Considerations

13.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have submitted any counter conditions in the tender.

13.2 The bidder shall have valid PAN/GST registration and shall upload self attested copy of PAN and GST Registration Certificate.

14. Bid Prices:

14.1 Item Rate Contract

The Reserve Price of dredged sand is specified in the Schedule – II (Schedule of Quantity for sale of dredged sand). The Bidder shall fill the rate in the Bidder's Quoting Area under "Rate Quoted" in the Schedule-II (Schedule of Quantity for sale of dredged sand) both in **figures and words**. **The rate quoted shall be above the Reserve Price.** The Bidder shall also fill the amount corresponding to the quoted rate entered both in figures and words under "Bidder's Quoted Amount (Rs.)" and "Bidder's Quoted Amount in Words". **If the rate quoted is below the Reserve Price, the Bid shall be rejected.**

14.2 On scrutiny, if there are differences between the rate given in figures and in words or in amount worked out, the following procedure shall be followed:-

- a) When there is a difference between the rate quoted in figures and in words, the rate which corresponds to the amount worked out and filled in words shall be taken as correct.
- b) When the quoted amount is not worked out or it does not correspond with the rate written either in figures or in words, then the rate quoted in words, shall be taken as correct and Quoted amount worked out accordingly.
- c) When the rate quoted in figures and in words tallies but the Quoted amount is not worked out correctly, the rate quoted shall be taken as correct and the amount quoted worked out accordingly.

14.3 Rates Quoted

Price quoted should be strictly on the basis of "ALL EXCLUSIVE RATES (Excluding GST and any other statutory levies as applicable which shall be to the Buyer's account).

14.4 The Contract shall be for the sale of dredged sand based on the priced Schedule of Quantities submitted by the Bidder.

14.5 Currencies of Bid and Payment:

The unit rates and the prices shown in Schedule II of this document are in Indian National Rupees (INR).

14. Bid Validity:

Bids shall remain valid for a period not less than one twenty days (120 days) from the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the Earnest Money deposited by the tenderer shall be forfeited.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidder to extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (ie, the extension shall be unconditional).

15. Bid Security / EMD:

15.1 **Each** tender should be accompanied by an Earnest Money amounting to **Rs. 10.00 lakhs. (Rupees Ten lakhs only)** EMD shall be deposited /furnished either through Demand Draft/ Pay Oder / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust from any Nationalized Bank / Scheduled Bank in India. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.

15.2 Forfeiture of Bid security / EMD

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

- (a) If a Bidder withdraws his bid during the period of bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.
- (c) In case of a successful bidder fails
 - (i) to sign the Agreement or furnish the required Security Deposit or full value of dredged sand within the specified time limits;
 - (ii) to complete the removal of sold dredged sand, within the specified time limit or extended time limit.

16. No Alternative Proposals by Bidders:

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

17. Format and Signing of Bid:

17.1 The Tenderer shall prepare one set of his Tender (all Volumes), duly completed and signed, along with other documents mentioned hereinafter. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the

signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made shall be signed by the person or persons signing the bid.

- 17.2 If the tender is made by an individual it shall be signed by his full name and his address shall be given. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a proper power-of- attorney authorizing him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the tender satisfactory evidence of the authorization. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.
18. **Bid Submission:**
- 18.1 Bid shall be submitted in through **e- tender mode before 15.00 Hrs on 05-02-2020.**
- 18.2 The Bid document and the scanned copies of the documents as detailed in clause 19 below shall be submitted through e-Tendering mode on **www.tenderwizard.com/COPT.**
- 18.3 Price bid (Schedule-II) in the provided format shall be submitted **only through e-tendering mode on www.tenderwizard.com/COPT** before 15.00 Hrs on **05/02/2020. In no case shall filled in Price Bid (Schedule II) be submitted in hard copy, as it shall result in rejection of the tender.**
- 18.4 Tenders shall be submitted “**online**” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the required documents such as DD / Banker’s Cheque towards the cost of tender and EMD; financial details and other documents required as per eligibility criteria etc. through the e-tendering portal.
- 18.5 **The Bidder shall submit Original (i) DD / Pay Order / Bankers Cheque towards the cost of tender document and EMD and (ii) Power of Attorney along with letter of submission in a sealed cover, super scribing thereon the Tender Number, Name of Tender, date notified for submission of tender and the name of the tenderer. Tenders can be brought either in person or sent by registered post/ courier to the Chief Engineer, Cochin Port Trust, W/Island, Cochin - 682009, KERALA, before opening date & time of the tender. Tenders brought in person, shall be put in the Tender Box on or before the due date and closing time specified above.**
- 18.6 **Tenders without submitting the original documents towards Cost of Tender document and EMD as above, before opening date and time of the tender will be liable for rejection.**
- 18.7 The successful Bidder shall submit original copy of complete Bid Documents already submitted in e-mode within 7 days of receipt of Sale Order.

19. **Information Required in the Bid**

19.1 **Part I - Bid Document** shall contain the following:

- a) Earnest Money Deposit as described in Clause 15.1 above
- b) Cost of tender document
- c) Check list as per *Schedule I* attached along with Bid Document in the e-Tendering Portal
- d) Letter of Submission (vide *Annexure-1*)
- e) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide *Annexure-2*)
- f) Organization Details (vide *Annexure-3*)
- g) A statement duly certified by Chartered Accountant showing the Average Annual Financial Turnover of the tenderer over the last three financial years [2018-'19, 2017-'18 & 2016-'17] (vide *Annexure-4*) supported by Audited Financial statements for the last three years.
- h) **Bid document including all addenda / corrigenda duly signed and sealed**
- i) Partnership Deed or Memorandum and Articles of Association of the Company and Registration certificate of the company as the case may be.
- j) **Copies of PAN and GST registration**
- k) Documentary proof for NSIC registration, if applicable.
- l) A declaration to the effect that (vide *Annexure-5*):-
 - i) No conditions are incorporated in the Price Bid. In case any conditions are specified in the Price Bid, the tender will be rejected summarily without making any further reference to the bidder.
 - ii) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
 - iii) We disclose with that we have made / not made (strike out whichever is not applicable) payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
 - iv) We do hereby confirm that no changes have been made in the tender document uploaded 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.
- m) Details of the bidder opting for Refund of EMD through e-payment system as per *Annexure-6*.
- n) Bank information for e- Payment system as per *Annexure-7*.
- o) Details of litigation history, blacklisting etc. of the Bidder.

19.2 **Scanned copy of all the above documents shall be uploaded for on line submission of Bid.**

19.3 **List of Documents to be Submitted in Original.**

- i) DD / Pay Order / Bankers Cheque towards Cost of Tender document and EMD
- ii) Letter of Submission (vide *Annexure-1*)
- iii) Power of Attorney, duly authenticated by Notary Public (vide *Annexure-2*)

19.4 **Part II : "Price Bid"** shall contain Schedule of Quantities- **Schedule II** shall be duly filled in and fully priced, which shall be submitted only **in e-tendering mode**.

20. **Deadline for Submission of the Bids:**

E-tenders attaching all documents shall be submitted 'online' 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 of NIT.

The (i) Original DD / Pay Order / Bankers Cheque towards the Cost of Tender and EMD and (ii) Power of Attorney along with letter of submission in a sealed cover in original super scribed with the Tender Number, Name of Tender, date notified for submission of tender and the Name of the Tenderer, should reach the office of the Chief Engineer, Cochin Port Trust, Cochin-9, on or before the time and the day notified in Table 1 of NIT.

21. **Late Bids:**

Any Bid received by the Employer after the Bid Due Date will be returned unopened to the bidder.

22. **Bid Opening**

22.1 The Officer inviting the tender or his duly authorized assistant will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative

22.2 Bid shall be opened in the office of the **Chief Engineer, Cochin Port Trust** after **15.30** Hours on the last date fixed for receiving the Tenders. Submission of EMD and Cost of Tender 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.

22.3 If all Bidders have submitted unconditional Bids together with requisite Bid Security and cost of Bid document, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security and cost of Bid document in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.

22.4 In the event of a tender being rejected, the Earnest Money paid with such unaccepted tender shall be refunded to the tenderer.

23. **Clarification of Bids:**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid. The request for clarification

and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

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.

24. Examination of Bids and Determination of Responsiveness:

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

- (a) meets the Minimum Eligibility Criteria defined in Clause 12.
- (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 cost of bid document.
- (d) Undertakes in the Bid that he has not incorporated any conditions in the Price Bid.

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;

- i) which affects in any substantial way the scope, quality or performance of the Works;
 - ii) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
 - iii) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- (e) is responsive to the requirements of the Bidding documents.

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

25. Correction of Errors:

Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as detailed in Clause 14.2.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above stated procedure for the correction of errors and shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Bid security shall be forfeited in accordance with Clause 15.2.

26. **Evaluation and Comparison of Bids:**

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 24. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 25;
- (b) making appropriate adjustments to reflect the price modifications offered.

27. **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.

28. **Alternative Conditions and Proposals:**

The Tenderer shall note that alternative or qualifying tender conditions, or alternative proposal 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.

29. **Sale Order:**

The Employer will issue Sale Order to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the highest evaluated bid price, provided that such bidder has been determined to be

- (a) Eligible in accordance with the provisions of Clause 12 & 13 , and
- (b) Qualified in accordance with the provisions of Clause 12 & 13.

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

The Bid Security/EMD of unsuccessful bidder other than H1 and H2 will be refunded immediately after ranking of the Bids. The bid security of H2 bidder shall be refunded immediately after entering into agreement with H1 bidder and acceptance of the Security Deposit. The Bid Security of the H1 bidder will be released on completing lifting of dredged sand.

31. **Security Deposit and Sale Value:**

32.1 The EMD will be converted to Security Deposit. In addition to the EMD amount, 10% of the proposed Sale Value with applicable GST shall be deposited as Security Deposit. No interest is payable on the Security Deposit. The Security Deposit shall be paid by the Bidder in the form of RTGS/NEFT to Cochin Port Trust within three (3) working days from the date of issue of the Sale Order to the successful Bidder.

32.2 Balance 90% of proposed Sale Value with applicable GST shall be paid by the successful bidder within 10 working days from the date of issue of Sale Order.

32.3 The bank details of Cochin Port Trust for remittance of Security Deposit and proposed Sale Value through RTGS/NEFT is

State Bank of India,
Cochin Port Trust Branch,
Beneficiary-Cochin Port Trust,
A/c. No. 10601197375, IFSC Code – SBIN0006367

32.4 In case, the Bid is accepted and the Bidder(s) refuse(s)/ fail(s) to make further financial arrangements towards the full value of materials and/or Taxes/Duties and/or any other financial arrangement as stipulated in Bid conditions, the EMD and Security Deposit shall be forfeited without prejudice to the rights of CoPT to claim such further damages in this regard and without further reference to the Bidder(s)/Buyer(s).

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

32. **Signing of Agreement**

32.1 The successful tenderer will be required to execute an Agreement at his expense within 28 (twenty eight) days from the date of Sale 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.

32.2 The contractor shall made 13 copies of the agreement and submit to the Employer within 7 days following the date of signing of Agreement.

32.3 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and 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 EMD.

33. **Fraud and Corrupt Practices:**

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

undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Security Deposit, 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.

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

(a) “corrupt practice” means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the Sale Order 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 sale order 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 sale order 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.

34. **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.

SIGNATURE OF BIDDER

COCHIN PORT TRUST

Sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvypeen

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

Date:

To

The Chief Engineer,
Cochin Port Trust.

Sir,

Sub: Tender for “Sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvypeen”

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.

- (i) Power of Attorney (**Annexure-2**)
- (ii) Bid Security/EMD In the form of DD/ Pay Order / Banker Cheque bearing No -----dated -----, for Rs..... Issued bybank.

We have also uploaded the following documents for online submission of Technical Bid.

- (i) Tender Document along with Addenda Nos ----,
- (ii) Organization Details (**Annexure-3**)
- (iii) Details to fulfill the “Minimum Eligibility Criteria” and other eligibility considerations.
- (iv) Average Financial Turnover over the last three financial year (**Annexure-4**)
- (v) Declaration (**Annexure -5**)
- (vi) Bankers Details (**Annexure-6 & 7**)
- (vii) Details of litigation history / blacklisting of the bidder

We also certify that further Bid related communication, if any, will be sent to the following e-mail IDs by CoPT

(i).....

(ii).....

(Furnish 2 nos. current active e-mail IDs)

Signature
(Authorized Signatory)

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

To

The Chief 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 “Sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvypeen (Tender No. T14/T-1911/2020-C).

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

COCHIN PORT TRUST

**Sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG
Terminal at Puthuvypeen**

ORGANIZATION DETAILS

CONTRACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:

Telephone No. :

E-mail:

Fax No.

3. Description of Applicant
(For e.g. General, Civil Engineering
Contract or Joint Venture/Consortium etc.)
4. Registration and Classification
of Contractors
5. Name and address of bankers
6. Number of years of experience
as a general contractor :-

In own Country:

Internationally:
7. Number of years of experience
as a sub contractor
8. Name and Address of partners or

associated companies to be involved
in the project and whether Parent/
Subsidiary/other

Signature
(Authorized Signatory)

COCHIN PORT TRUST

Sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvypeen

FINANCIAL CAPABILITY

(A) Average Annual Turnover of the Bidder

Turnover (Rs.)			
Year 1	Year 2	Year 3	Average

Instructions:

- (i). Year 1 will be the Financial Year-2018-19. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2.
- (ii). 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.
- (iii). Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

Certified by Chartered Accountant

Signature
(Authorized Signatory)

COCHIN PORT TRUST

**Sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG
Terminal at Puthuvypeen**

DECLARATION

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

1. No conditions are incorporated in the Financial/ Price 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 uploaded 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 uploaded by the tenderer, the Port's document shall prevail.

Signature
(Authorized Signatory)

*** Notes:**

(i) Delete whichever is not applicable.

(ii) The above Declaration shall be submitted in the Letter head

**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
(Authorized Signatory)

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

Signature with seal
(Authorized Signatory)

COCHIN PORT TRUST

3. FORM OF BID

To

The Board of Trustees of the Cochin Port Trust.

Through

The Chief Engineer
Cochin Port Trust, Cochin -9

I/We hereby tender for the execution of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the special conditions of contract.

MEMORANDUM

- a) General description of work : Sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvyppeen
- b) Estimated cost : Rs. 1,93,75,000/-.
- c) Earnest Money : **Rs. 10 Lakhs**
- d) Security Deposit : 10% of the proposed Sale Value plus applicable GST
- e) Percentage, if any, to be deducted from the bills : NA
- f) **Time allowed for commencement of work from the date of receipt of Sale order** : **15 days**
- g) **Time allowed for the work from the date of Sale Order.** : **45 days**
- h) **Schedule, specifications, conditions, drawings etc.** : As per 'Contents' sheet attached.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the Special Conditions of Contract annexed here to so far as applicable or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions and to execute an agreement with the Board in the prescribed form or in default thereof to forfeit the Earnest Money deposited by me/us. The sum of Rs..... has been deposited with 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 not deposit the Security Deposit/ full amount of Sale Value 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, if the removal of sold dredged sand is not completed within the specified time or extended time limit.

Dated the day of 2019

Signature of Tenderer

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

The above tender is hereby accepted by me for and on behalf of the Board.

Dated theday of2019

Dated.....

**Chief Engineer
Cochin Port Trust**

COCHIN PORT TRUST

4. SPECIAL CONDITIONS FOR SALE OF DREDGED SAND

1. The tender is for sale of dredged sand stocked at the Southern/Western side of M/s. Petronet LNG Terminal at Puthuvypeen.
2. Before submitting the tender, the bidder shall examine carefully all conditions specified and shall inspect the dumping ground of dredged sand with prior appointment of CoPT, to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in transporting the dredged sand from the dumping ground. It will be deemed that prior to the submission of tender, the bidder has visited the dumping ground and has satisfied himself as to the nature and location, general and local conditions, particularly those pertaining to transportation, handling, availability of labour, weather conditions, working conditions, ground level etc. and that the bidder has estimated his cost accordingly and CoPT 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.
3. A bidder shall be deemed to have full knowledge of all specific conditions, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
4. Price quoted should be strictly on the basis of "ALL EXCLUSIVE RATES (Excluding GST and any other statutory levies as applicable which shall be to the Buyer's account).
5. Price quoted shall be without any condition. Offers with any deviations/conditions will be summarily rejected.
6. The loading and transporting of dredged sand shall be arranged by the successful bidder at his own cost, risk and responsibility.
7. For permitting the vehicles like Trucks, Tipper, loader etc. inside the dumping ground for transporting the dredged sand, details of vehicles such as Vehicle Number, type of Vehicle etc. have to be intimated and prior permission of CoPT/concerned authority has to be taken by the successful bidder at his own cost, risk and responsibility.
8. The approximate quantity proposed to be auctioned is 25,000 Cu.m. and this quantity shall be removed within a period of **45 days** from the date of Sale Order. In case of delay in transporting dredged sand, penalty @ 0.5% per week or part thereof of the cost of balance quantity of dredged sand will be charged upto 4 weeks only and thereafter the Security Deposit will stand forfeited. After forfeiture of Security Deposit, the contract for the quantity not lifted shall be deemed to be cancelled and CoPT shall be at liberty to dispose them off without prejudice to its rights against the Buyer(s).

9. Since only 25,000 Cu.m. of dredged sand is initially auctioned, to measure and ensure the quantity of material transported by the successful bidder, prior intimation of atleast one week has to be given to the Department before transporting the material, for deputing representative from CoPT's side.
10. The dredged sand shall be taken from the stocking/dumping area at the western/southern side of the Petronet LNG Terminal Ltd. (PLL) and as directed by CoPT. The bidder will not give any choice of the place.
11. The quantity of dredged sand in each vehicle load shall be based on volume measurement of the vehicle, which shall be recorded jointly by CoPT's representative and representative of the successful bidder at the loading point.
12. Immediately after each vehicle measurement, quantity shall be recorded in the register maintained in the format approved by the Engineer-in-Charge and each entry in the register shall be attested by CoPT and the successful bidder.
13. Successful bidder shall maintain the service road motorable leading to loading point.
14. CoPT will not be responsible for any loss or pilferage during the transit.
15. All statutory permissions/procedures, if any, required for taking out the dredged sand from the place where it is stacked (western side of PLL, which is an SEZ area) shall be complied by the successful bidder.
16. Any extra payment which may be found applicable in future, as per statute, (like duties, taxes etc.) shall be borne by the successful bidder.
17. A record for movement of the dredged sand to DTA shall have to be maintained and submitted on weekly basis indicating date, quantity, vehicle number etc. in order to facilitate submission of report to the Specified Officer, SEZ, Puthuvypeen.
18. In case any dispute arises between CoPT and bidder/bidders, the dispute shall be resolved through Arbitration, wherein the Principal will appoint the Sole Arbitrator. The place of Arbitration shall be Ernakulam.
19. In the event of any dispute or difference 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 parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.
20. The lifting will not be allowed on Weekly holidays and closed holidays observed by CoPT.

21. The materials have to be removed on "As is where is basis" at Buyer's own cost. No processing before removal from CoPT premises will be permitted.
22. The use of any equipment in CoPT's premises should only be done with prior permission of the CoPT.
23. If any damage or loss is caused to the men, materials or property of CoPT or even if any claim arises against CoPT by reasons of any act or commission or negligence on the part of the Buyer or on the part of their agents, representatives, employees or from any third party, CoPT shall be entitled to be indemnified by the Buyer.
24. The Buyer(s) will have to fulfill the relevant provisions of all Safety and Security Rules and shall have to be governed by the any statutory Act / Law / Rule prevailing from time to time in respect of themselves and their representatives, workmen and Equipments. The Buyer(s) shall provide safety equipments and appliances to their workmen at their own cost.
25. The Buyer(s) shall be fully responsible for the acts of their representatives / workers and shall fully indemnify CoPT for losses or damages if any sustained by CoPT. CoPT will not be responsible for any claim from labour employed by the Buyer(s). The Buyer(s) shall wholly and fully be responsible for such claims for compensation either for accident or injury / death or damage caused to their employees / transport or to any of the CoPT's employees or to others or to the CoPT's property during the operation of the Buyer(s).
26. Any temporary structure shall be erected at site only after taking prior permission of Engineer-in-Charge. 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.
27. The normal working time of the Port Trust is from 8 a.m. to 4.00 p.m. on all weekdays. If the Contractor wishes to transport dredged sand beyond normal working hours and or on holidays, he should get specific approval from the Engineer's Nominee 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.

SIGNATURE OF TENDERER