



COCHIN PORT TRUST

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TENDER DOCUMENT

FOR HIRING OF ONE NUMBER WATER BARGE AT COCHIN PORT TRUST FOR A
PERIOD OF TWO YEARS ON REVENUE SHARE MODEL

(TECHNICAL BID)

(e-Tendering Mode)

Website: www.tenderwizard.com/COPT

Tender No. E/T-10/Water Barge/2021-M

COCHIN PORT TRUST,

CHIEF MECHANICAL ENGINEER'S OFFICE,

COCHIN - 682 009.

Price : Rs.3,150/- (3000 + 5% GST)

COCHIN PORT TRUST

MECHANICAL ENGINEERING DEPARTMENT

Tender No. E/T-10/Water Barge/2021-M

Tender “for Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

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**SECTION I
COCHIN PORT TRUST**

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



Tender No. E/T-10/Water Barge/2021-M

Date:04-03-2021

1. NOTICE INVITING TENDER

1. Electronic Tenders (**e-tenders**) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], are invited by The Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin-682 009 from reputed firms meeting the Minimum Qualification Criteria specified below ***“for hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”***
2. **Minimum Qualification Criteria (MQC):**

Tenderer must fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:

a) Experience

The Tenderer should have experience of having successfully completed similar works during last seven years ending 28-02-2021 should be either of the following :-

- i) Three similar completed works each costing not less than **Rs. 30,00,000/-**
(OR)
- ii) Two similar completed works each costing not less than **Rs. 37,50,000/-**
(OR)
- iii) One similar completed work costing not less than **Rs.60,00,000/-**

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March,2020(viz. 2017-18, 2018-19 and 2019-20) should be atleast **Rs.22,50,000/-**.

- c) At the time of submission of Bids, the tenderer should own the offered Water Barge for providing service at Cochin Port (furnish self attested/notarized copy of ownership document of the offered Water Barge)

OR

The tenderer should arrange to construct a new Water Barge/purchase an existing Water Barge from elsewhere and provide the Water Barge within 6 months from the date of issue of Letter of Acceptance (LoA) (furnish self attested/notarized copy of

Agreement/MOU with the builder of the Water Barge /Owner of an existing Water Barge as applicable).

OR

At the time of submission of bids, the tenderer should have been executed a confirmed Chartering Agreement with the owner of the Water Barge offered against Cochin Port's tender. In the said Chartering Agreement, the Owner of the Barge should have given an unconditional undertaking to the effect that the offered Water Barge will not be withdrawn by the Owner of the Water Barge till the expiry of Contract with Cochin Port Trust. (Self attested/Notarised copy of Chartering Agreement executed by the bidder with the Owner of the Water Barge should be furnished along with the tender).

Explanatory notes:-

Note1 :- Similar Works means "Operation of Sea Going Vessels in Major Ports/Minor Ports Private Ports/Other Reputed Govt/Private Organisations."

Note 2:- Tenderer should submit self attested/notarized copies of Work Order/Contract Agreement/Lease Agreement and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.

Note 3:- Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1.1

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

Note 4:- The experience certificate of works executed in private sectors/organizations shall be considered for qualification, on submission of TDS certificate along with work order and completion certificate.

Note 5:- The bidders should have successfully completed minimum one year of satisfactory operation of similar works as on 28-02-2021. Also, the ongoing contracts for *similar works* as on 28-02-2021 and if the value of the completed portion of the contract is meeting the criteria specified under Clause 2(a) above, will be considered based on documentary proof issued by the clients.

Note 6:- A statement duly certified by the Chartered accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-19 and 2019-'20) and audited financial statements for the above three financial years

should 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:

made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.2 The successful bidder should be possessing EPF and ESI registration within one month of Award of Contract.

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 1.2

Sl. No.	Particulars	Date and Time
1	Tender e-publication date	04-03-2021
2	Download period of Bid Documents	04-03-2021 to 25-03-2021 upto 14:00 hrs.
3	Date of Pre-Bid meeting	12-03-2021 at 11:00 hrs. (Through Video Conference)
4	Last date for seeking clarifications	Upto 11:00 hours on 12-03-2021
5	Last date and time of submission of Bid	25-03-2021 upto 15.00 hrs
6	Date and time of opening the Technical Bid	25-03-2021 after 15.30 hrs
7	Date and Time of opening of Financial bids of Technically qualified bidders	Will be announced after completion of Technical evaluation and pre-qualification of bids.

ii) Bid information :

Table 1.3

i)	Estimated Amount put to Tender	Rs.75,00,000/-
ii)	Earnest Money Deposit	No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of

		Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the format enclosed. Otherwise, the bids will be rejected.
iii)	Cost of Bid document	Rs.3,150/- (3000 + 5% GST) (Non-refundable) furnished either through Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, from any Commercial Bank in India or payment online, being the cost of single copy of the tender document.
iv)	Validity period of Tender	120 days from the Last Date for Receipt of Tenders.
x)	Time for commencement of service of Water Barge.	Six months from the date of LOA.
xi)	Period of Contract	Two years.
xii)	Name, Designation, Address and other details (For Submission of Bid in response to NIT)	V.Thuraipandian Chief Mechanical Engineer, 1st floor, New Administrative Building, Cochin Port Trust, Willingdon Island, Kochi-682 009, Kerala. Email: cme@cochinport.gov.in

5. The Reserve Price fixed for hiring of Water Barge will be 40% of the Revenue earned by the sale of fresh water through Water Barge as per the Scale of Rates of Cochin Port Trust fixed for various categories of Vessels. The bidders are expected to quote % over and above the Reserve Price and the highest bidder will be the successful bidder. The revenue share in percentage entitled to the Contractor/Water Barge operator as quoted by the successful bidder will be paid on monthly basis on the Revenue collected during the month.
6. The successful Bidder selected for this contract is required to provide a Water Barge at his cost and will be responsible for supplying fresh water to the vessels calling at Cochin Port Trust (both inner harbour and outer harbour covering Coastal Vessels and Foreign Vessels). The contractor will be responsible for supply, manning, technical operation and maintenance of the Water Barge at his cost. Cochin Port Trust will provide fresh water to the Water Barge of the Contractor at free of cost for supplying to the Ships. Cochin Port Trust will supply fresh water to the Water Barge of the contractor through pipelines provided at South Tanker Berth/North Tanker Berth of Cochin Port Trust. Cochin Port Trust will deploy its staff for arranging supply of fresh water to the Water Barge from the filling point who will monitor & record the quantity of water supplied to the Water Barge of the Contractor. The contractor shall intimate CoPT the time of filling of fresh water atleast 3 hours in advance so as to make arrangements for supply of water.
7. All Tenderers are advised to visit the Cochin Harbour area before submitting their

offer in order to make themselves fully aware of the working conditions. Cochin Port Trust will not be responsible for any cost or expenses incurred by the Tenderer in connection with the preparation or delivery of the tenders including cost and expenses related to visits to the sites.

8. 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 Central Public Procurement (CPP) Portal, which can be downloaded. The cost of bid document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, Cochin Port Trust, 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 **M/s. KEONICS** by paying the registration amount of **Rs.1180/-** 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. 080-49352000/9605557738.
11. The bidder is responsible to download the Tender Document, all Addenda/ Amendments/ Errata/ Replies to the queries of bidders etc., if any, issued by CoPT, from the website before submission of the bid. The Cochin Port Trust reserves the right to call for shortfall in documents provided the MQC documents are submitted at the time of tender opening .ie. if the work order alone is submitted, the Cochin Port Trust will ask the bidder to furnish the relevant completion certificate/performance certificate and so on.
12. All bids shall be submitted "**online**" **only**, on the website www.tenderwizard.com/COPT, strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. No bids shall be accepted off-line (Hard copy).
13. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder's premises to access the 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.
14. The bidder shall submit the originals of the instrument towards the cost of tender, Power of Attorney, if applicable along with letter of submission in a sealed cover to the **Chief Mechanical Engineer, Cochin Port Trust, W/Island, Cochin – 682 009, KERALA**, before opening date and time of the tender. **Non submission of the original financial instruments towards cost of Tender Document and Bid Security Declaration before opening date and time will make the tender liable for rejection.**
15. In case of on-line payment, UTR number of the transaction should be communicated to the Chief Mechanical Engineer's e-mail of Cochin Port Trust as mentioned in Table 1.3 above, well in advance before opening of e-tender. Cochin Port Trust will verify the receipt of Cost of Tender Document as referred in UTR number in the Bank Account Number mentioned below. If cost of tender document has not been reflected in the Bank Account of Cochin Port Trust, the bid will be rejected. Bank Details of Cochin Port Trust are given below:-

Name of Bank	State Bank of India
Name of Branch	Cochin Port Trust
IFSC Code	SBIN0006367
Account No	10601197375
Account Holder's Name	Cochin Port Trust

16. Exemption from the payment of EMD and Cost of Tender document shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department as provided in GFR 2017.
17. The undersigned reserves the right to reject/cancel/postpone/annul the tenders at any stage of the tender, which will be binding on all bidders.
18. This tender notice shall form part of the tender document and are to be signed and submitted along with the tender.

Sd/-

CHIEF MECHANICAL ENGINEER

TeleFax: 91 0484 2666639

Email : cme@cochinport.gov.in

: dcmecpt@gmail.com

SECTION I

COCHIN PORT TRUST

2. INSTRUCTIONS TO TENDERERS

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SECTION I

COCHIN PORT TRUST

2. INSTRUCTIONS TO TENDERERS

1. Introduction

- 1.1. Sealed tenders in two-cover system are invited from eligible Tenderers *“for Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”* as per the Scope of Work given in Section III of this tender document.

2. General Instructions

- 2.1. The Work is to be executed as described in the Bid document and in particular in the Scope of Work, General Conditions of Contract, Bill of Quantities in general includes, but is not limited to, supplying all materials including consumables and equipment necessary to execute the Work as described in the Bid Document.
- 2.2. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the Cochin Port Trust Harbour with prior appointment with the Deputy Conservator of Cochin Port Trust to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the Work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the Work, general and local conditions, weather conditions, tidal variations at site, working conditions etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the Work in accordance with this Bid Document including addenda/corrigenda, within the quoted Revenue Share.
- 2.3. A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the Notice and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.4. The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer’s offices for making such enquiries till finalisation of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 2.5. Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer’s decision in this regard shall be final and binding on the bidder.
- 2.6. The 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).
- 2.7. Telex/E-mail offers will not be considered. Bidders should prepare their bid

- themselves and submit it “online”. Bids submitted by agents will not be considered.
- 2.8. Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
 - 2.9. In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled day of closing/opening of the bid.
 - 2.10. 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.
 - 2.11. If there are varying or conflicting conditions in the Tender documents, the conditions in the General Conditions of Contract (GCC) will prevail.
 - 2.12. Any error in description and any omissions there from shall not vitiate the contract or release the Contractors from the execution of whole Work or any part of the works comprised therein, according to drawing and specifications or from any of his obligations under the contract.
 - 2.13. **The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. as amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.**
 - 2.14. **The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.**
 - 2.15. All benefits applicable to MSME as per Public Procurement Order 2012/2017 shall be applicable for this tender. The bidder is eligible for exemption for EMD and cost of Tender Document under MSME, only if they are categorized to provide service of item tendered for. They are required to submit documentary proof of MSME registration along with the tender, for claiming the available exemptions.
 - 2.16. The exemption is allowed as above only for the EMD and Cost of Tender Fee charges and not for any other charges or Deposits.

3. Invitation for Bids:

- 3.1. The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification Criteria.

4. Downloading of Tender Documents:

- 4.1. 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 Central Public Procurement (CPP) Portal. 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 Commercial Bank having its branch at Kochi shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.
- 4.2. 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. The 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. Clarification of the Bidding Documents:

- 5.1. The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications

needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them at least by 12-03-2021 at 11:00 hrs. It is to be noted that no queries, clarifications will be answered after this date.

CHIEF MECHANICAL ENGINEER,
COCHIN PORT TRUST,
WILLINGDON ISLAND,
KOCHI-682009,
KERALA, INDIA.

Ph:- 91-0484-2666639/2582300.

Fax:-91-0484-2666639.

Email:cme@cochinport.gov.in;

dcmecept@gmail.com

6. Pre-Bid Meeting:

6.1.A prospective Tenderer requiring any clarification of the tender shall submit their queries in writing/e-mail in advance before 11.00 hrs. on 12-03-2021. **The Pre-Bid meeting will be through Video Conference at 11.00 hrs. on 12-03-2021.** The clarifications of these queries will be hosted in the Cochin Port's website, e-tendering portal and Central Public Procurement Portal with time extension for submission and opening of tenders. **No queries will be entertained after the Pre-Bid meeting.** The bidders who wishes to attend the pre-bid meeting may send their request well in advance by e-mail to the Chief Mechanical Engineer so as to share the link for attending to the meeting through VC.

7. Amendment of Bidding Documents:

7.1. 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 addenda/corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum/ corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port and CPP Portal. It is the responsibility of the Bidders to download such addenda / corrigenda hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders reasonable time to take any 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.

8. Preparation of bids:

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

9. Minimum Qualification Criteria:

9.1.Tenderer must fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:

a) Experience

The Tenderer should have experience of having successfully completed similar works during last seven years ending 28-02-2021 should be either of the following :-

i) Three similar completed works each costing not less than **Rs. 30,00,000/-**

(OR)

ii) Two similar completed works each costing not less than **Rs. 37,50,000/-**

(OR)

iii) One similar completed work costing not less than **Rs.60,00,000/-**.

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March,2020 (viz. 2017-18, 2018-19 and 2019-'20) should be atleast **Rs.22,50,000/-**

c) At the time of submission of Bids, the tenderer should own the offered Water Barge for providing service at Cochin Port (furnish self attested/notarized copy of ownership document of the offered Water Barge)

OR

The tenderer should arrange to construct a new Water Barge/purchase an existing Water Barge from elsewhere and provide the Water Barge within 6 months from the date of issue of Letter of Acceptance (LoA) (furnish self attested/notarized copy of Agreement/MOU with the builder of the Water Barge /Owner of an existing Water Barge as applicable).

OR

At the time of submission of bids, the tenderer should have been executed a confirmed Chartering Agreement with the owner of the Water Barge offered against Cochin Port's tender. In the said Chartering Agreement, the Owner of the Barge should have given an unconditional undertaking to the effect that the offered Water Barge will not be withdrawn by the Owner of the Water Barge till the expiry of Contract with Cochin Port Trust. (Self attested/Notarised copy of Chartering Agreement executed by the bidder with the Owner of the Water Barge should be furnished along with the tender).

Explanatory notes:-

Note1 :- "Similar Works means "Operation of Sea Going Vessels in Major Ports/Minor Ports/ Private Ports/Other Reputed Govt/Private Organisations."

Note 2:- Tenderer should submit self attested/notarized copies of Work Order/Contract Agreement/Lease Agreement and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.

Note 3:- Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1.1

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One year [February, 2020]	1.07
Two years [February, 2019]	1.14
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Five years [February, 2016]	1.35
Six years [February, 2015]	1.42

Note 4:- The experience certificate of works executed in private sectors/organizations shall be considered for qualification, on submission of TDS certificate along with work order and completion certificate.

Note 5:- The bidders should have successfully completed minimum one year of satisfactory operation of similar works as on 28-02-2021. Also, the ongoing contracts for *similar works* as on 28-02-2021 and if the value of the completed portion of the contract is meeting the criteria specified under Clause 9(a) above, will be considered based on documentary proof issued by the clients.

Note 6:- A statement duly certified by the Chartered accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-19 and 2019-'20) and audited financial statements for the above three financial years should be submitted.

10. Other Eligibility Considerations:

10.1. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

10.2. The successful bidder should be possessing EPF and ESI registration within one month of Award of Contract.

11. Reserve Price:

The Reserve Price fixed for hiring of Water Barge will be 40% of the Revenue earned by the sale of fresh water through Water Barge as per the Scale of Rates of Cochin Port Trust fixed for various categories of Vessels. The bidders are expected to quote % over and above the Reserve Price and the highest bidder will be the successful

bidder. The revenue share in percentage entitled to the Contractor/Water Barge operator as quoted by the successful bidder will be paid on monthly basis on the Revenue collected during the month.

12. Bid Prices:

The Bidder shall fill the their offered percentage of Revenue Share to Cochin Port Trust, in figures in Schedule II - Bill of Quantities (Financial Bid) and the quoted percentage of Revenue Share in figures will appear in words automatically. The Bidders should ensure that his offered Revenue Share as per the Financial 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.

13. Bid Security / EMD:

13.1. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, the bidders are required to submit a Bid Security Declaration along with the tender as per the format enclosed as ANNEXURE-5. Any bid not accompanied by the above mentioned Bid Security Declaration shall be treated as Non-responsive and shall be rejected by the Employer.

13.2. Cochin Port Trust reserves its right to suspend the bidders from participating in the future tenders invited by Cochin Port Trust for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, if the bidder withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) After the award of work, if the bidder fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Departmental Tender Document.

14. Bid Validity:

14.1. Bids shall remain valid for a period of not less than one hundred twenty days (120) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) such bidders will be suspended from participating in the future tenders invited by Cochin Port Trust for a period of Two years from the date of such Suspension Orders.

14.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that Bidder may 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. No Alternative Proposals by Bidders:

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

16. Format and Signing of Bid:

- 16.1. Tenderer shall prepare one set of his Tender, duly completed and signed, along with other documents mentioned hereinafter. Form of Bid 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.
- 16.2. If the tenderer is 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 Power-of-Attorney to do so and to bind the partner in all matters pertaining to the contract, 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 tenderer is a Limited Company it shall be signed by a duly authorized person. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

17. Bid Submission:

- 17.1. Bid shall be submitted in prescribed form in two parts, **Part – I: Technical Bid** and **Part – II: Financial Bid**.
- 17.2. **Part-I, Technical Bid documents shall contains two Envelops :**
- 17.3. **ENVELOP – I (Mandatory Documents)**
- (i) Financial Instrument towards the cost of Tender document for 3,150/- (Rs.3,000/- + 5% GST)- in original.
 - (ii) Bid Security Declaration as per the format at ANNEXURE-5 in original.
 - (iii) Letter of Submission (vide Annexure – 1)- in Original
 - (iv) Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide Annexure – 2)- in original;
 - (v) Copy of documentary proof of MSME registration if the tenderer is claiming exemptions from remittance of Cost of Tender Document and EMD.
- 17.3.1. The Bidder shall submit Original instrument towards the cost of tender, Power of Attorney (if applicable), Bid Security Declaration, copy of documentary proof of MSME registration (if claiming exemptions from remittance of Cost of Tender Document and EMD) along with Letter of submission in a sealed cover, superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name & address of the tenderer, either in person or sent by registered post/ courier to the Chief Mechanical Engineer, **Cochin Port Trust, W/Island, Cochin – 682009, KERALA**, on or before the last date and time of submission of Bids. The above sealed cover containing Mandatory Documents, brought in person, shall be deposited in the designated Tender Box placed in the Front office (Ground Floor) of New Administrative Building, Cochin Port Trust, Cochin -682 009 on or before the last date and time of submission of Bids.
- 17.3.2. Tenders without submitting the Mandatory Documents as mentioned in Clause 17.3 above, on or before the last date and time of submission of Bids, will be summarily rejected.

17.4. ENVELOP- II – TECHNICAL BID DOCUMENTS

Envelope-II, Technical Bid Document to be submitted through e-Tendering mode on the e-Tender Portal, www.tenderwizard.com/COPT should contain the **scanned copies** of the following documents:-

- (i) Copy of Bid Security Declaration as per the format at ANNEXURE-5;
- (ii) Copy of Financial Instrument pertaining to the Cost of Tender Document;
- (iii) Copy of Letter of Submission (vide Annexure – 1) duly signed;
- (iv) Copy of Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide Annexure – 2)
- (v) Copy of documentary proof for exemption of Cost of Tender Document and EMD, if applicable.
 - a) Check List as per Schedule I;
 - b) Details of experience as per Annexure – 3 and Certificates in proof of experience in similar works as detailed under Clause 9 of Instruction to Tenderers.

Explanatory notes:

- (1) Original or self attested/notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts and self attested/notarized copy of connected work order shall be attached. The completion 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) The works indicated in Annexure-3 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments.
- c) A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2016-17, 2017-18 and 2018-'19) and audited financial statements for the above three financial years.
- d) Self attested/notarized copy of ownership document of the offered Water Barge, as per Clause 9.1 (c), if applicable.
- e) Self attested/notarized copy of Agreement/MOU with the builder of the Water Barge /Owner of an existing Water Barge in case the bidder is offering a Water Barge which is not owned by him at the time of bid submission as per Clause 9.1 (c), if applicable.
- f) **Technical Bid document including all addenda/corrigenda/Amendments in PDF format.**
- g) Form of Bid duly signed and sealed.
- h) Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the company as the case may be.
- i) Copies of PAN, GST, EPF and ESI registration

- j) A Declaration duly signed (vide Annexure – 4) to the effect that :-
- i) 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.
 - ii) We have quoted for the work strictly as per the Financial Bid.
 - iii) 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.
 - iv) 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.
 - v) 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.
- k) Bank information for e- Payment system as per Annexure 6.
- l) Technical details of offered water barge along with supporting documents as per Annexure-7 duly signed;

17.5. Part-II, Financial Bid (Schedule-II) shall be submitted **only through on-line mode in e-tender Portal www.tenderwizard.com/COPT** Otherwise, the tender will be rejected.

17.6. 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 documents including instruments towards the cost of tender; proof of experience, financial details etc. through the e-tendering portal.

17.7. **Part II : “Financial Bid”** shall contain Bill of Quantities- Schedule II shall be duly filled in and fully priced, which shall be submitted only **in e-tendering mode**.

18. 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.

19. Late Bids

Any Bid received by the Employer after the Bid due date and time will be returned unopened to the bidder treating it as “Late Tender”.

20. Bid Opening – Technical Bid:

20.1. Technical Bid shall be opened in the office of the **Chief Mechanical Engineer, Cochin Port Trust** after 15.30 Hours on the last date fixed for submission of Bid. Submission of Mandatory Documents is verified initially. In case the 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. Tenderers can witness the tender opening by logging into the e-tender Portal, www.tenderwizard.com/COPT on the date and time fixed for tender opening.

21. Bid Opening – Financial Bid:

Financial Bid of those tenderers who are found qualified after evaluation of Technical Bids will be opened “on-line”. Date and time of opening of Price Bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging into the e-tender Portal, www.tenderwizard.com/COPT on the date and time intimated for opening of Price Bid.

22. Clarification of Bids

- 22.1. Chief Mechanical Engineer shall ask for shortfall of documents before technical evaluation of the tenders. 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.
- 22.2. Any effort by the Bidder to influence the Employer’s bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Examination of Bids and Determination of Responsiveness

- 23.1. A bid will be treated as responsive , if it
- (a) meets the Minimum Qualification Criteria defined in Clause 9.
 - (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
 - (c) is accompanied by the required Tender Document fee and Bid Security Declaration;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) 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;
 - i. which limits in any substantial way, the Employer’s rights or the Bidder’s obligations under the Contract; or
 - ii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 23.2. If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24. Evaluation and Comparison of Bids:

24.1. Evaluation of Price Bid

The evaluation of Price Bid shall be carried out based on the information furnished in Schedule II - Bill of Quantities (**Financial Bid**). The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the bid document. Any Bid not meeting any of the requirements of this document may cause the Bid to be considered “Non-responsive” at the sole decision of the Cochin Port Trust. The Price bids shall be evaluated as follows:

The bidder shall offer a Revenue Share in percentage of the Revenue earned by the sale of fresh water through Water Barge as per the Scale of Rates of Cochin Port Trust fixed for various categories of Vessels. The Revenue Share offered by the bidder shall be above the Reserve Price of 40%. The contract will be awarded to the Pre-qualified bidder, who offers the highest Revenue Share through tender, above the Reserve Price of 40%.

25. Alteration of tender documents:

25.1. 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.

26. Award of Contract:

The Employer will award the Contract to the bidder whose offer has been pre-qualified in the Technical evaluation as responsive to the bidding documents and who has offered the highest Revenue Share over and above the Reserve Price of 40%.

27. Performance Security/Security Deposit:

27.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LOA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:-

- (a) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Trust;
- (b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of Section II of tender document, from a Commercial Bank;
- (c) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 16 of Notice Inviting Tender.

27.2. The value of Security Deposit shall be equivalent to 3% of the total estimated contract value for one year rounded-off to the nearest Rs.1000/-.

27.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.

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

27.5. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.

27.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages.

27.7. After completion of one year of Contract, Cochin Port will review the actual quantity of fresh water supplied to the vessels by the Water Barge and in case of an upward revision of Performance Security is required so as to have 3% of the estimated contract value, upon receipt of such demand from Cochin Port Trust, the Contractor shall furnish the Security Deposit equivalent to 3% of the revised total contract value.

28. Signing of Agreement:

The successful tenderer will be required to execute an Agreement at his expense within 21 (twenty one) days from the date of Letter of Acceptance(LOA), 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.

29. Fraud and Corrupt Practices:

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

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

(a) "corrupt practice" means

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

may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
 - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

30. Rejection of Tender:

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the highest or any tender and has the right to reject or discharge the tender without assigning any reason.

SIGNATURE OF TENDERER

COCHIN PORT TRUST

SECTION I

1. 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 ***“for hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”***.

I/We have read and examined the Notice inviting tenders, Instructions to tenderers, Form of Agreement, Modality of Operation and General Conditions of Contract, Scope of Work & Technical Specification, 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 by offering a Revenue Share to Cochin Port Trust 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 the Scope of Work and Technical Specification mentioned under Section IV of the Tender Document and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- a) General description of work : ***Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”***
- b) Reserve Price of Revenue Share fixed in the tender. : The Reserve Price fixed for hiring of Water Barge will be 40% of the Revenue earned by the sale of fresh water through Water Barge as per the Scale of Rates of Cochin Port Trust fixed for various categories of Vessels.
- b) Earnest Money : No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure’s OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the

format enclosed.

- c) Security Deposit : 3% of the value of the contract awarded or the value of the work done whichever is higher.
- d) Time allowed for commencement of service from the date of receipt of Letter of Acceptance : Six months
- e) Contract period : Two years from the date of commencement of service extendable for a further period of one year subject to requirement of Cochin Port Trust and satisfactory performance of the Contractor.
- f) Schedule, specifications, conditions, drawings etc. : As per the '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 hereto so far as applicable or in default thereof 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. I/We fully accept that, in the event of default, I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Orders.

Dated the day of 20....

Signature of the Tenderer

Address :
Witness :
Address :
Occupation :

ACCEPTANCE

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

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

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

Dated.....

**Chief Mechanical Engineer
Cochin Port Trust**

**COCHIN PORT TRUST
SECTION I**

2. FORM OF AGREEMENT

AGREEMENT No. ... of

AGREEMENT FOR THE WORK OF "HIRING OF ONE NUMBER WATER BARGE AT COCHIN PORT TRUST FOR A PERIOD OF TWO YEARS ON REVENUE SHARE MODEL"

THIS AGREEMENT IS MADE on this day of BETWEEN THE BOARD OF TRUSTEES OF PORT OF COCHIN commonly known as 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 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 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 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 fulfil 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 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, if the Contractor fail to commence the work specified in, under written memorandum or if 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.

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 Pre-bid queries and amendments issued if any.

M E M O R A N D U M

- | | | |
|----------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) General description of work | : | <i>Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”</i> |
| b) Reserve Price of Revenue Share fixed in the Tender. | : | The Reserve Price fixed for hiring of Water Barge will be 40% of the Revenue earned by the sale of fresh water through Water Barge as per the Scale of Rates of Cochin Port Trust fixed for various categories of Vessels. |
| c) Offered Revenue Share. | : | (Not to be filled here)
No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and |
| d) Earnest Money Deposit | : | Ministry of Finance, Department of Expenditure’s OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the format enclosed. |
| e) Security Deposit | : | 3% of the value of the contract awarded or the value of the work done whichever is higher. |
| f) Time allowed for commencement of service from the date of receipt of Letter of Acceptance | : | Six months |
| g) Contract period | : | Two years from the date of commencement of Contract extendable for a further period of one year subject to requirement of Cochin |

Port Trust and satisfactory performance of the Contractor.

- h) Schedule, specifications, conditions, drawings etc. : As per the '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)

OCHIN PORT TRUST

SECTION I

3. ANNEXURES

Sl. No.	Annexures	Description	Page No.
1	1	Letter of Submission	30
2	2	Proforma of Power-of-Attorney / Letter of Authority	31
3	3	Details of Past Experience of Contractors for Similar Works	32
4	4	Declaration	33
5	5	Bid Security Declaration	34
6	6	Format for Furnishing Bank information for e-payment	35
7	7	Technical Data Sheet of Offered Barge	36
8	8	Format of Monthly Report	40

COCHIN PORT TRUST

“Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

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

Date :

To

The Chief Mechanical Engineer,
Cochin Port Trust.

Sir,

Sub : ***Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”***

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 work 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) Tender Document along with Addendum No. ----
- (ii) Power of Attorney (Annexure 2)
- (iii) Details of the past experience of similar works to fulfill the “Minimum Qualification Criteria” (Annexure 3) and Certificates;
- (iv) Statement duly certified by Chartered Accountant showing Average Annual Financial Turnover during the last 3 Financial years;
- (v) Audited Financial Statements for the last three financial year
- (vi) Declaration (Annexure 4)
- (vii) Bid Security Declaration (Annexure-5)
- (viii) Bankers Details (Annexure 6)
- (ix) Technical details of Water Barge Offered (Annexure-7)
- (x)

Signature

(Authorised Signatory)

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

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

To

The Chief Mechanical Engineer,
Cochin Port 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 '***Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model***' - Tender No. **E/T-10/Water Barge/2021-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

COCHIN PORT TRUST

“Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

DETAILS OF SIMILAR WORKS COMPLETED BY THE TENDERER
DURING THE LAST SEVEN YEARS ENDING 28-02-2021

Sl. No.	Details of work including reference number and date of work order & completion certificate	Total Value of Contract in INR	Duration of Contract			Owner’s Complete address with TeleFax/Phone/e-mail address of contact person
			Actual date of commencement	Actual date of completion	Total years completed	
1	2	3	4	5	6	7

Note: Bidder shall enclose the following :-

- (i) Self attested/notarized copies of each Work Order/Agreement issued by the Client;
- (ii) Self attested/notarized copies of each completion certificate issued by the Client.

SIGNATURE OF TENDERER

COCHIN PORT TRUST

“Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

DECLARATION

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

1. 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.
4. 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.
5. 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.
6. 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.***

COCHIN PORT TRUST

“Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

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

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

Annexure 6

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 of the party with seal

COCHIN PORT TRUST

“Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

TECHNICAL DETAILS OF WATER BARGE OFFERED (IF A READILY AVAILABLE WATER BARGE IS OFFERED)

SL.NO.	DESCRIPTION	BIDDER'S RESPONSE
A	GENERAL PARTICULARS (ATTACH THE DOCUMENTS IN SUPPORT OF THE INFORMATION PROVIDED)	
1	NAME AND ADDRESS OF THE OWNER OF THE BARGE	
2	NAME OF THE WATER BARGE	
3	OFFICIAL NUMBER	
4	CALL SIGN	
5	GROSS TONNAGE	
6	NET TONNAGE	
7	DATE OF BUILT OF THE WATER BARGE	
8	FLAG/NATIONALITY	
9	PORT OF REGISTRY	
10	REGISTRATION (MS ACT/RIVER SEA ACT/IV ACT)	
11	CONFIRMATION THAT THE OFFERED WATER BARGE IS BUILT & MAINTAINED UNDER CLASS (ATTACH SUPPORTING DOCUMENTS).	
12	INSURANCE DETAILS	
13	HULL MATERIAL	
14	NAME & ADDRESS OF CLIENT(S) USED THE OFFERED WATER BARGE EARLIER , IF ANY	
B	TECHNICAL DETAILS (ATTACH GENERAL ARRANGEMENT DRAWINGS AND OEMs MANUALS & LITERATURES (RELEVANT PAGES) TO SUPPORT THE INFORMATIONS PROVIDED)	
1	LENGTH OVERALL (LOA)	
2	BEAM	

3	DEPTH	
4	FREE BOARD	
5	DRAFT IN FULLY LOADED CONDITION	
6	SPEED (KNOTS) IN CALM SEA CONDITION WITH FULL LOAD	
7	FRESH WATER CARRYING CAPACITY IN METRIC TONNES	
8	WATER PUMP CAPACITY (PLEASE INDICATE THE TIME REQUIRED FOR EMPTYING 250 MT OF WATER TO A SHIP WITH 20 METER FREE-BOARD)	
9	COMPLEMENT CAPACITY (INDICATE NO.OF MANNING CREW AS PER STATUTORY REQUIREMENT)	
E	OTHER PARTICULARS	
1	FUEL TANK CAPACITY (INDICATE THE MAXIMUM POSSIBLE RUNNING HOURS WITH ONE BUNKERING)	
2	APPROXIMATE FRESH WATER CONSUMPTION PER DAY FOR WATER BARGE's OWN USE.	
3	COMMUNICATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
4	NAVIGATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
5	LSA/FFA (SPECIFY)	

SIGNATURE OF TENDERER

COCHIN PORT TRUST

“Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

TECHNICAL DETAILS OF WATER BARGE OFFERED (IF A NEW WATER BARGE IS OFFERED)

SL.NO.	DESCRIPTION	BIDDER'S RESPONSE
A	GENERAL PARTICULARS	
1	NAME & ADDRESS OF BUILDER TO WHOM THE TENDERER PROPOSE TO ENTRUST THE CONSTRUCTION OF NEW WATER BARGE	
B	PRINCIPLE PARTICULARS OF DESIGN(ATTACH GENERAL ARRANGEMENT DRAWINGS AND OEMs MANUALS & LIETRATURES (RELEVANT PAGES) TO SUPPORT THE INFORMATIONS PROVIDED)	
1	LENGTH OVERALL (LOA)	
2	BEAM	
3	DEPTH	
4	FREE BOARD	
5	DRAFT IN FULLY LOADED CONDITION	
6	SPEED (KNOTS) IN CALM SEA CONDITION WITH FULL LOAD	
7	COMPLEMENT CAPACITY (INDICATE NO.OF MANNING CREW AS PER STATUTORY REQUIREMENT)	
8	GROSS TONNAGE	
9	NET TONNAGE	
10	REGISTRATION (MS ACT/RIVER SEA ACT/IV ACT) PROPOSED	
11	CLASSIFICATION PROPOSED	
12	HULL MATERIAL	
13	FRESH WATER CARRYING CAPACITY IN METRIC TONNES	
14	WATER PUMP CAPACITY (PLEASE INDICATE THE TIME REQUIRED FOR EMPTYING 250 MT OF WATER TO A SHIP WITH 20 METER FREE-BOARD)	
E	OTHER PARTICULARS	

1	FUEL TANK CAPACITY (INDICATE THE MAXIMUM POSSIBLE RUNNING HOURS WITH ONE BUNKERING)	
2	APPROXIMATE FRESH WATER CONSUMPTION PER DAY FOR WATER BARG's OWN USE.	
3	COMMUNICATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
4	NAVIGATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
5	LSA/FFA (SPECIFY)	

SIGNATURE OF TENDERER

FORMAT OF MONTHLY REPORT**NAME OF WATER BARGE:****REPORT FOR THE MONTH OF:.....**

SL. NO.	DESCRIPTION	QUANTITY IN KL				
1	Quantity of Water Remaining onboard as on the last day of Previous month.....athrs.					
2	Quantity of Water received from Cochin Port Trust during the month..... upto.....hrs.					
3	TOTAL quantity AVAILABLE FOR SUPPLY DURING THE MONTH (1+2)					
4	Quantity of Water supplied in KL					
(a)	Quantity supplied to the vessels called at Cochin Port Trust	Inner Harbour	Outer Harbour			
		Foreign	Coastal		Foreign	Coastal
(b)	Quantity supplied to the vessels/Installations of Cochin Port Trust for own consumption					
©	Quantity of water consumed by the Water Barge for its own use					
5	TOTAL OF 4 (a+b+c)					
6	Quantity of Water Remaining onboard as on the last day of Reporting month.....athrs.					
7	Ideally, the Quantity of Water Remaining onboard mentioned at Sl. No.(6) should be equal to (3)- (5), if it is not tallying, reason for the difference					

SIGNATURE OF THE CONTRACTOR

COCHIN PORT TRUST

Tender No. E/T-10/Water Barge/2021-M

Tender for “hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

SCHEDULE – I

LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER IN PART-I, TECHNICAL BID

Sl. No	Clause Ref. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.) & Ref. of page No.
1	Table 1.3 (iii) of Notice Inviting Tender	Cost of Tender Documents – Rs.3,150/- (Rupees Three thousand one hundred and fifty only) in the form of DD/ Banker’s cheque	
2	Table 1.3 (ii) of Notice Inviting Tender	Declaration in lieu of EMD/Bid Security (Annexure-5)	
3	Cl.No.17.4(iii) of Instruction to Tenderer	Letter of submission as per Annexure-I	
4	Cl.No.17.4(iv) of Instruction to Tenderer	Power of Attorney duly authenticated by Notary Public Annexure-2	
5	Cl.No.9 of Instruction to Tenderer	Information regarding experience of having executed similar works as per Annexure-3 along with self attested/notarized copies of works orders and completion certificate issued by the Clients.	
6	Cl.No.9 of Instruction to Tenderer	Information regarding offered Water Barge as applicable : (i) self attested/notarized copy of ownership document of the offered Water Barge; (ii) self attested/notarized copy of Agreement/MOU with the builder of the Water Barge /Owner of an existing Water Barge as applicable. (iii) Self attested/notarized copy of Chartering Agreement executed with the Owner of Water Barge, if applicable.	
7	Cl.No:9 of Instruction to Tenderer	Statement of Average Annual Financial Turnover during last three years ending 31-03-2019 certified by Chartered	

		Accountant along with audited financial statements.	
8	Cl.No.17.4 (f) of Instruction to Tenderer	Tender document duly filled in except Price Schedule (Schedule – II) and addendum, duly signed and stamped on all the pages	
9	Cl.No:17.4(h) of Instruction to Tenderer	Partnership Deed or Memorandum and Article of Association of the Company and Registration Certificate of the company as applicable.	
10	Cl.No: 10 of Instruction to Tenderer	Documents in support of PAN/GST/EPF and ESI Registration	
11	Cl.No:2.15 of Instruction to Tenderer	Documentary Proof of MSME registration, if applicable	
12	Cl.No:10 (i) of Instruction to Tenderer	Detailed information regarding current litigation, if any, in which the tenderer is currently involved.	
13		Annexure 4 to Annexure-7 duly filled and signed	

Note : All the documents submitted by the tenderer shall be page numbered. Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

Tenderers Signature..... with seal

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SECTION –II

COCHIN PORT TRUST

7. MODALITY OF OPERATION AND GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION II

MODALITY OF OPERATION AND GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS:

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) “Approved” or “Approval” shall mean approval in writing.
- b) “Bidder/Tenderer” means the person or persons, firm, Corporation, or Company who submits a Bid/Tender for the subject work.
- c) “Contractor” means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
- d) “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- e) “Contract Documents” means the documents listed in the contract agreement, including any amendments thereto.
- f) “Contract Price” means the total revenue share entitled to Cochin Port Trust from the Revenue earned by the sale of fresh water through Water Barge, as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- g) “Chief Mechanical Engineer” shall mean the Chief Mechanical Engineer of Cochin Port Trust and includes any officer who is authorized on his behalf for the purpose of this contract.
- h) “Day” shall mean English Calendar Day.
- i) The “Drawings” shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the Contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the Contractor or by the Chief Mechanical Engineer in accordance with these contract conditions.
- j) Employer/Cochin Port Trust/CoPT/Port/Board” means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Chief Mechanical Engineer or Deputy Conservator or any other officers so nominated by the Board.
- k) “GCC” means the General Conditions of Contract.
- l) “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.
- m) “Month” shall mean English Calendar Month.
- n) “Engineer”/ “Officer in-Charge” means Employee of Employer or any other person or firm, nominated by the Employer.

- o) “Sub-Contractor” means any natural person, private or Government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the contractor, under intimation to the Employer.
- p) “Specifications” means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be made from time to time, be furnished or approved in writing by the Employer.
- q) “The Site” shall mean the Cochin Port Harbour and whole of the premises, in or upon which the system or works is or are to be provided, executed, done or carried out.
- r) The “Schedule” shall mean the schedule or Schedules attached to the specifications.
- s) “Tender” means the offer of the Contractor along with all other relevant documents as referred to in the contract.
- t) “Trials” and “Tests” shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘Employer’.

2. Revenue generation prospective.

The total tentative requirement of fresh water to be supplied to the vessels calling at Cochin Port per annum is about 50,000 Metric Tons (Inner harbour and Outer harbour together). However, the quantity of water indicated above cannot be assured by Cochin Port.

3. MODALITY OF OPERATION

3.1. Supply of fresh Water to Contractor’s Water Barge by Cochin Port Trust:-

- (i) Cochin Port Trust will supply fresh water to the Water Barge of the contractor through pipelines provided at South Tanker Berth/North Tanker Berth of Cochin Port Trust.
- (ii) A separate Water meter will be fitted to measure the quantity of water supplied to the water barge of the contractor at the filling point;
- (iii) Cochin Port Trust will deploy its staff for arranging supply of fresh water to the Water Barge from the filling point who will monitor & record the quantity of water supplied to the Water Barge of the Contractor. The contractor shall intimate CoPT the time of filling of fresh water atleast 3 hours in advance so as to make arrangements for supply of water.
- (iv) The contractor shall submit a signed receipt in duplicate indicating the quantity of water received from Cochin Port Trust with date and time. One copy of the above receipt will be returned to the contractor duly signed by the representative of CoPT.

3.2. **Supply of Fresh Water to the vessels by Contractor's Water Barge:-**

- 3.2.1. The requisition for the supply of fresh water to the vessels will be received by Cochin Port Trust which will be endorsed to the Contractor. The contractor is required to supply fresh water to the vessels in the areas viz. Inner Harbour and Outer Harbour based on the above request approved by the Deputy Conservator or his representative of Cochin Port Trust.
- 3.2.2. On completion of supply of water to each vessel, the Contractor shall submit the receipt duly signed by the responsible officer of the respective vessel, showing the quantity of water supplied to the vessel based on the reading in the flow meter fitted onboard the Water Barge. Such receipt shall be submitted to Cochin Port Trust within 24 hours from the time of actual supply of water to the vessel.

4. **Categories of Vessels & Scale of Rates:-**

Contractor's scope of fresh water supply includes but not limited to the following three groups:-

a) Inner Harbour:

- (i) Coastal vessels;
- (ii) Foreign vessels ;

b) Outer Harbour:

- (i) Coastal vessels;
- (ii) Foreign vessels;

c) Cochin Port's Floating Crafts & Installations:-

The contractor is required to supply fresh water through the Water Barge to the floating crafts/Installations of Cochin Port listed below for self consumption without any charges to Cochin Port Trust :-

Sl. No.	Location	Approximate Annual Requirement in Metric Tons
1	Cochin Oil Terminal in Ernakulam Channel	500
2	GHD Nehru Shadabdi	1,000
	Total	1,500

Cochin Port Trust shall furnish the requisition for supply water to its Floating crafts and installations for self consumption to the Contractor well in advance.

5. **COLLECTION OF CHARGES FROM VESSELS & DOCUMENTATION :-**

(i) **Charges towards the supply of fresh water to ships to be collected by Cochin Port Trust :-**

Water supply to the vessels calling at Cochin Port Trust through Contractor's Water Barge shall be done only based on a Requisition of Vessel/Concerned Agent duly approved by the Deputy Conservator or his representative of Cochin Port Trust. The supply of fresh water shall be done as per the sequence/priorities fixed by Cochin Port Trust. The Contractor shall not supply fresh water through the Water Barge in the absence of a written advise from the Cochin Port Trust.

(ii) **Collection of the Charges from the vessels:** CoPT will collect the charges from the Vessels towards the supply of fresh water as per the Scale of Rates (SoR) fixed by the Tariff Authority of Major Ports (TAMP).

(iii) **Scale of Rates of fresh water supply through water barge:-**

The applicable scale of rates effective from 01-05-2020 at Cochin Port Trust for the supply of fresh water to the ships through water barge is furnished below:-

Sl. No.	Location of the Ship	Coastal vessels (in INR)		Foreign vessels (in US\$)	
		Rate (per 1000 Ltrs.)	Minimum charge	Rate (per 1000 Ltrs.)	Minimum charge
1	At Inner Harbour	373.00	9,343.09	13.9399	349.1438
2	At outer Harbour	1492.14	37,303.16	55.7595	1393.9888

The above scale of rates are subject to revision annually based on Performance Indexation of the Cochin Port.

6. **Payment of Revenue Share to the Contractor.**

Revenue share entitled to the contractor/water barge operator will be paid by Cochin Port Trust on monthly basis. At the end of each month, Cochin Port Trust shall furnish a statement to the Contractor showing his entitlement of Revenue Share. Based on the above statement, the Contractor shall furnish his invoice to Cochin Port Trust and the payment will be made within the 10th bank working day from the date of receipt of the Contractor's Invoice by Cochin Port Trust.

7. **Documentation to be maintained by the contractor:-**

7.1. Contractor shall maintain a daily log book of Water Barge, showing the following details:-

- (i) Quantity of water received by the Contractor from Cochin Port Trust with date and time of receipt supported by original receipt/Delivery challan;
- (ii) Particulars of Requisitions received from each vessel approved by Cochin Port Trust to the Contractor;
- (iii) Particulars on actual quantity of fresh Water supplied to each vessels with date and time of supply supported by the receipt duly signed by the responsible officer of the respective vessel.
- (iv) Actual quantity of fresh water supplied to Cochin Port Trust's Floating Crafts and Installations by the Water Barge with date and time for self consumption supported by Cochin Port's requisitions.

7.2. The Log book shall be presented to Cochin Port Trust on weekly basis for verification/ as and when required by the Deputy Conservator or his representative.

7.3. Reports to be furnished:-

The contractor is required to submit a monthly report to Cochin Port Trust covering the above details together with the copies of supporting documents within 5 days of succeeding month as per the format attached as Annexure-8.

8. Date of commencement of Contract:-

The successful bidder shall commence the service of Water Barge at Cochin Port Trust within 6 months from the date of receipt of Cochin Port's Letter of Acceptance.

9. Period of Contract:-

The Contract period shall be two years from the date of commencement of Contract extendable for a further period of one year subject to requirement of Cochin Port Trust and satisfactory performance of the Contractor.

10. Care and Diligence:

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to Employer for the proper, efficient and timely execution of the discharge of water to the vessel.

11. Assignment and Sub-letting :

The contractor shall not be permitted to sublease the work nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Employer and such consent, if any, given shall not relieve the

Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

12. Compliance with statutory requirements :

12.1. The Contractor shall at all times during the contract period comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Employees Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye- laws or scheme by the Contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor. All statutory Approvals are in the contractor's scope. For the work carried out within dock area in the vicinity of any wharf or quay, the contractor shall abide by all the provisions of the Dock Workers (Safety, Health & Welfare) Regulation 1990.

12.2. Notwithstanding the contractual obligation, the Board shall be entitled to all protections and defences under the provisions of the Major Port Trusts Act, 1963 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

13. Payment of Taxes & Duties :

13.1. The Contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Work. The Contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. The contractor is also bound to pay any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties.

13.2. Contractor has to pay GST on the Revenue Share earned by him at the appropriate rate.

13.3. Income Tax Deduction :

TDS at the applicable rates will be deducted from the payment of Revenue.

14. Insurance :

14.1. During the Contract period, the Water Barge shall be kept insured by Contractor at their expenses against Marine Hull & Machinery with coverage for Port risks (including damage to Port property, Pollution and wreck removal). The Employer shall not be liable for any claim, loss or damages to the Water Barge or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of the Water Barge. The Contractor shall insure all his employees against any accidents and indemnify Cochin Port during the period of the contract.

14.2. The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for the injury to any of the contractor's servants or workmen under the Employees Compensation Act, 1923, 1923 as amended from time to time and shall take an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.

14.3. In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify the Board against all claims and demands which would otherwise have been covered by such insurance.

15. Downtime :

15.1. The Contractor will be allowed a downtime of 15 days in each contractual year for upkeep of the Water Barge. The full one-year's downtime will be credited at the beginning of each contractual year. However, in order to lay up the Water Barge for carrying out any maintenance work or repairs or surveys etc. by availing the permissible down time, the Contractor must take prior permission in writing from the Deputy Conservator or his authorized representative. The balance down time available at the end of the contractual year will not be carried forward to the next contractual year. Even if un-availed down time is remaining at the credit of the Contractor, if the Water Barge become unavailable for Employers use without taking prior permission of Employer, penalty as per Clause 16 will be applicable in all such cases of unavailability

- 15.2. The Water Barge shall be required to be ready for operation within half an hour notice of the Employer. Should the Contractor fail to make the Water Barge ready for use even after a delay of 2 hours, the entire period for which Water Barge was idle after the last operation till her coming back for Port operation shall be treated as down time of the Water Barge. In such cases, the Contractor is liable to pay Penalty to Cochin Port Trust at the rate of Rs.860/- per hour.
- 15.3. The unavailability period may includes due to any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the Water Barge due to the fault / negligence of the Contractor.

16. PENALTY :

- 16.1. If the Water Barge is not available for water supply, penalty will be levied from the date and time of such unavailability at the rate of Rs.860/- per hour. (Rupees Eight hundred and sixty only).
- 16.2. In case the offered Water Barge become un-available for operation, then a substitute Water Barge with similar/ better specification and satisfying the age criteria stipulated for offered Water Barge, shall be provided as a replacement by the contractor, without any financial implication to the Cochin Port Trust, within 3 days from the time and date the offered Water Barge become unavailable.
- 16.3. If the contractor has not deployed the substitute Water Barge within 30 days from the time and date the offered Water Barge become unavailable for use, the contract is liable to be terminated at the discretion of the Employer". In case of termination, the downtime available at the credit of the contractor will lapse and penalty as above shall apply. The Bank Guarantee shall be encashed/forfeited to compensate the loss suffered by the Port.

17. CONTRACTOR TO INDEMNIFY BOARD :

- 17.1. The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:
- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution of the Contract by the Contractor and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents;
 - (b) damage to or loss of any property, real or personal; and

(c) any loss or damage arising to the Employer by reason of breach of any of the conditions of this Agreement by the Contractor.

17.2. Should Board have to pay any money in respect of any claims or demands in connection with the Contract, the amount so paid and the costs incurred shall be charged to and paid by Contractor and the contractor shall not be at liberty to dispute or question the right of Cochin Port Trust to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

17.3. EMPLOYER will not be responsible for any damage suffered by the Water Barge due to failure of the Water Barge or errors of the Master and crew or any other reason whatsoever.

18. POLLUTION DAMAGE:-

Contractor shall be liable for pollution damage and the cost of clean up which has caused by the Water Barge (supplied by the Contractor under the agreement to the Port), and/or the Contractor's personnel by willful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from any source whatsoever.

19. SETTLEMENT OF DISPUTE & ARBITRATION:-

“Settlement of Disputes through Conciliation

19.1 In the event of any dispute or differences arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations.

19.2 In the event of failure of mutual discussions/ negotiations the parties together shall appoint a sole arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be.

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

Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.

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

20. GOVERNING LAW:

The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.

21. PERFORMANCE SECURITY/SECURITY DEPOSIT :-

21.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LOA), to guarantee fulfilment of performance and the obligations of the contract, in any one of the following forms:-

- (i) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Trust;
- (ii) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of Section II of tender document, from a Commercial Bank;
- (iii) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 15 of Notice Inviting Tender.

30.2. The value of Security Deposit shall be equivalent to 3% of the total estimated contract value for one year rounded-off to the nearest Rs.1000/-. After completion of one year of Contract, Cochin Port will review the actual quantity of fresh water supplied to the vessels by the Water Barge and in case of an upward revision of Performance Security is required so as to have 3% of the estimated contract value, upon receipt of such demand from Cochin Port Trust, the Contractor shall furnish the Security Deposit equivalent to 3% of the revised total contract value.

21.2. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.

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

21.4. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.

21.5. 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 the wilful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Trust, for a period of two years from the date of such suspension.

22. EXECUTION OF AGREEMENT:-

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

23. LIQUIDATED DAMAGES :

23.1. Except as provided under GCC Clause 24 (Force Majeure) and Clause 25 (Extension of date of commencement of contract), if the Contractor fails to commence the service of the offered Water Barge in all respects within 6 months from the date of issuance of Letter of Acceptance (LOA) by the Employer as specified in the contract, the Contractor shall be liable to pay to the Cochin Port Trust as liquidated damages, a sum equivalent to 0.5% of the total estimated contract value for two years, per week of delay subject to a maximum of 10% of the total estimated contract value for two years.

23.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in commencement of service of the Water Barge nor prevent the recovery of the said liquidated damages, unless an Extension of date of commencement of contract shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid/recovered as above shall not relieve the Contractor from the obligation to commence the services of the Water Barge or from other obligations and liabilities under the contract. In such events as when the Contractor is unable to commence the service of the Water Barge for the reasons not attributable to him, he shall apply for grant of extension of completion time within 7 days of such occurrence of event and the

Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Cochin Port Trust.

24. FORCE MAJEURE :

- 24.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.
- 24.2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Party claiming to be affected thereby, (the “Affected Party”), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 24.4. Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.
- 24.5. The decision of the Employer, shall be final and binding in this regard.
- 24.6. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor’s favour.
- 24.7. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25. EXTENSION OF DATE OF COMMENCEMENT OF CONTRACT:-

- 25.1. If at any time during performance of the contract, the contractor or its sub contractors should encounter conditions impeding timely commencement of service of the Water Barge, pursuant to Clause 8 (Date of Commencement of Contract), the contractor

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

25.2. Except in case of force majeure, as provided under Clause 24, a delay by the contractor in commencement of service of Water Barge shall render the contractor liable to the imposition of liquidated damages pursuant to Clause 23 (Liquidated Damages) of General Conditions of Contract, unless an extension of time is agreed upon, pursuant to this clause.

26. TERMINATION OF CONTRACT :

26.1. The Employer reserves the right to terminate the contract by giving 3 (three) months notice to the Contractor, in case of a breach of agreement.

26.2. The Employer reserves the right to terminate the contract by giving 3 (three) months notice to the Contractor, If the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.

26.3. The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.

26.4. If the Water Barge remain unavailable for service for a period of more than 30 days in any continuous spell during the contract period and thereby rendering the Water Barge inoperative for the purpose of deployment then the Employer shall have the full power to terminate the contract.

26.5. During the contract period, if the performance of the Water Barge in the manner in which they are operated is found to be unsatisfactory or if the contractor has not deployed the substitute Water Barge on or before 30th day from the time and date the offered Water Barge is inoperative/breakdown, the contract is liable to be terminated by giving one month notice in writing to the contractor, at the discretion of the EMPLOYER.

26.6. EMPLOYER reserves the right to terminate the contract without assigning any reason by giving 180 days notice in writing by fax / Registered post to the Contractor.

26.7. Contractor may terminate the contract by giving at least 180 days notice.

27. CERTIFICATES

The Contractor shall comply with all acts. Regulations and bye laws related to

operation of a Water Barge in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping etc. for deploying the Water Barge for service in the Cochin Port, before the Water Barge is put into service.

28. MAINTENANCE AND OPERATION OF WATER BARGE :

- 28.1. The Contractor shall maintain the Water Barge, in efficient operating condition and in accordance with good commercial maintenance practice.
- 28.2. The Contractor shall from time to time during the contract period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, worn or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Water Barge.
- 28.3. If the Engineer-in-Charge of the Contract has reason to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew, the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.
- 28.4. The Masters of the Water Barge will carry out all orders of the Engineer-in-Charge and the Master and Engineer to keep full and correct logs in English, accessible to the Engineer-in-charge at all times.
- 28.5. The security of the Water Barge and the crew will be the responsibility of the Contractor.
- 28.6. The Contractor shall nominate a responsible person, who should be available at Cochin for dealing with the Employer on various matters relating to the contract.

29. FACILITIES TO BE PROVIDED BY EMPLOYER:

- 29.1. Berthing facility for the Water Barge will be provided by the Employer on free of cost basis during the contract period of two years.
- 29.2. Shore Power supply, if required while the Water Barge is at berth will be provided by Cochin Port Trust on chargeable basis, subject to availability.
- 29.3. Fresh Water required for own consumption of the Water Barge will be supplied by Cochin Port Trust on Cochin Port's account.
- 29.4. All items except the items mentioned above such as fuel, consumable, lubricants, stores, spares etc. required for the operation and maintenance of Water Barge are under Contractor's responsibility and at his cost.

30. CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT :

- 30.1. If and whenever the Contractor's employees, agents, or other employees shall in the opinion of the Engineer-in-charge be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Engineer-in-Charge, it is undesirable for administrative or any other reason for such persons to be employed in the Water Barge, the Contractor, if so directed by the Cochin Port Trust shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Cochin Port Trust.
- 30.2. Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
31. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
32. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.

33. EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE :

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

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

SECTION –II

COCHIN PORT TRUST

4. FORM OF SECURITIES

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2	B	Format of No Claim Certificate	64

SECTION II

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 fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (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 Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by 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 Rs. _____ (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 Rs. _____
(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

NO CLAIM CERTIFICATE

(On Company Letterhead)
To,
(Contract Executing Officer)
Cochin Port Trust

Sub: **Contract Agreement No ----- dated -----for -----**

We have received the sum of Rs. (Rupees
_____ only) in full and final settlement of all the
payments due from Cochin Port Trust for under the abovementioned
contract agreement, between us and Cochin Port Trust. We hereby unconditionally, and
without any reservation whatsoever, certify that with this payment, we shall have no claim,
whatsoever of any description, on any account, against Cochin Port Trust, against aforesaid
Contract Agreement executed by us.

Yours faithfully,

Signatures of Contractor or
Officer authorized to sign the Contract Documents
On behalf of the Contractor
(Company Stamp)

Date:
Place:

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SECTION –III

COCHIN PORT TRUST

1. SCOPE OF WORK & TECHNICAL SPECIFICATION

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SECTION –III

COCHIN PORT TRUST

4 SCOPE OF WORK & TECHNICAL SPECIFICATION

- 4.1. The primary scope of work of the contractor is to supply fresh water to the vessels calling at Cochin Port, by engaging a Water Barge. The Contractor is responsible for supply, manning, operation and maintenance of the Water Barge of capacity not less than 250 Metric Tons, with steel hull, as per the brief specification given at Clause 4.2, at his own cost and risk. Cochin Port will supply fresh water to the contractor's Water Barge intended to be engaged for supplying fresh water to the vessels. CoPT will collect the charges from the Vessels towards the supply of fresh water as per the Scale of Rate (SoR) fixed by the Tariff Authority of Major Ports (TAMP), from the concerned vessel agents, as per the applicable Scale of Rates of Cochin Port Trust. Revenue share in % entitled to the contractor/water barge operator as quoted by the Contractor will be paid by Cochin Port Trust on monthly basis on the revenue collected during the month. Period of Contract is two years.
- 4.2. Brief Specification of the Water Barge
- 4.2.1. The Water Barge to be engaged should have a fresh water carrying capacity of not less than 250 Tons. The Water barge should be suitable to supply fresh water to the vessels calling at inner harbour and outer harbour of Cochin Port Trust in round the clock of 24 hours, in all weather conditions. The contractor is required to supply fresh water to the vessels at Outer harbour of Cochin Port within the limits of the Port.
- 4.2.2. Brief specification of Water Barge given below is only intended to cover the principal requirements and is not to be taken as complete in details. Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the contractor without any cost implication to Cochin Port Trust. The Water Barge should be complete in all respects as per Cochin Port's requirements/statutory requirements. General arrangement plan and all other relevant technical details of the Water Barge must be submitted along with the technical bid.
- 4.2.3. The Water Barge shall have the following technical features:-
- 1) **LOA:** 35 Meters Maximum.
 - 2) **Draft:** Maximum 5.0 Meters (fully loaded condition)
 - 3) **Speed:** Not less than 8 Knots in calm sea condition in loaded condition.
 - 4) **Construction:** Steel;
 - 5) **Classification:** Built and maintained under IRS or any IACS member and the Water Barge must have all valid statutory and Classification certificate for the performance of the designed duties.

- 6) **Registration:** I.V. Act or higher.
- 7) **Equipment:** Must have AIS & VHF;
- 8) **Age:** Not more than 10 years as on the last date of submission of tender;
- 9) **Fresh Water Capacity:** Not less than 250 Metric Tonnes;
- 10) **Water Pump Capacity:** Should be able to pump out full tank capacity to a ship of 20 M free-board within 5 hours.
- 11) **Insurance:** The Water Barge must have valid insurance for Port risks from any reputed Indian Insurance Company;
- 12) **Manning:** The manning for the Water Barge has to be provided as per the Act and the crew must have valid certificate of Competency as applicable;
- 13) The Water Barge should have a meter fitted in the delivery line for assessing the quantity of Fresh Water supplied to the Vessels.
- 14) The Water Barge should have a proper arrangement to assess the quantity of fresh water remaining onboard the Water Barge.

4.2.4. Other operational aspects of the Barge:

- 4.2.4.1. Contractor shall meet all operational costs of the Water Barge including but not limited to the following:-
 - (i) Fuel, stores, spares, lubricants, dry docking and repairs, survey and other expenses for keeping the Water Barge in sea-worthy conditions at all times and maintain the class;
 - (ii) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses including their insurance, provident fund, victual etc;
 - (iii) Barge should be provided with adequate no. of Mooring ropes, necessary intrinsically safe cables, plugs etc. as the case may be for drawing shore power (cost of shore power, if required by the Contractor shall be supplied by Cochin Port Trust on chargeable basis, subject to availability);
 - (iv) Insurance of the Water Barge, as applicable.
 - (v) Cochin Port Trust will not be responsible for any damage suffered by the Water Barge during the contract period due to any reason whatsoever;
 - (vi) Bunkers can be taken through pipe lines of IOC at North Coal Berth or by Tanker Lorries from any Berth. There will be no Port charges for the movement of Water Barge for water supply.

4.2.4.2. Commencement of Operation:

Before commencement of operation of Water Barge in Cochin Port Trust, the Water Barge will have to be presented for the inspection of Deputy Conservator /his representative of this contract to confirm that the Water Barge is meeting all the tender requirements.

On the date of commencement of service, the Water Barge shall have completed all the necessary surveys and be in possession of all necessary valid certificates. All statutory certificates of the Water Barge shall be produced for verification of the Deputy Conservator/his representative and the copies of the same shall be furnished to the Cochin Port Trust for record.

SECTION –III

COCHIN PORT TRUST

2. SITE INFORMATION

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SECTION –III
COCHIN PORT TRUST
SITE INFORMATION

5.1. Background of Cochin Port

5.1.1 The Cochin Port is the fastest growing maritime gateway to the peninsular India. An all weather natural port is located strategically close to the busiest international sea routes. Cochin Port, India's first e-Port, is an ISO:9001-2008 certified port complying with all ISPS and MARPOL regulations offering round the clock navigation throughout the year.

5.1.2 Cochin Port is one among the thirteen Major Ports of India. Cochin Port is located on the South West Coast of India in the state of Kerala at latitude 9° 58' N and longitude 76° 16' E. The existing harbour basin is within the naturally protected area of Cochin lagoon. The entrance of the Port is through the Cochin Gut between the peninsular headland of Vypeen and Fort Cochin. The approach channel to the Port up to the Cochin Gut is about 13 km long with a width of 260m for a length of 11km and 286m for remaining length and dredged depth varies from (-) 15.95m at gut to (-)17.4m maintained throughout the year. Main facilities of the Port are located on the artificially created Willingdon Island. Layout of Cochin Port is at *Annexure-I*.

5.2. Geo - Strategic Location

Cochin is an all weather Port and is strategically located close to the trunk sea routes from Europe to Australia and to Far East. The diversion distance to Cochin from this trunk route is only 76 nautical miles. There is only 11 nautical miles diversion from the Singapore- Gulf sea route to Cochin. No other Indian Major Port enjoys this proximity to maritime highways.

5.3 The Existing Port facilities

The existing Port facilities are located on W/Island, which divides the navigational channel into the Ernakulam channel and the Mattancherry channel, inside the harbour. There are two wharves on W/Island viz. Mattancherry wharf and Ernakulam Wharf. The Mattancherry wharf is 670 m with four along side berths and the Ernakulam wharf is 917m long with five along side berths. There are three oil berths viz. Cochin Oil Terminal (COT), North Tanker Berth (NTB) and South Tanker Berth (STB) which can accommodate 1,15,000 DWT, 30,000 DWT and 18,000 DWT vessels respectively. Other berthing facilities comprise of a Fertilizer Berth, which can accommodate vessels of 60,000 DWT, and one Boat Train Pier, which can accommodate 35,000 DWT and two jetty berths for miscellaneous cargo with capacity for vessels upto 12,000 DWT and 35,000 DWT. The existing facilities include:

- 15 Berths including 3 oil jetties
- Modern Container Terminal
- Round the clock pilotage
- Dedicated facilities to handle bulk/break bulk as well as variety of liquid cargo.
- Open storage spaces

- Single Buoy Mooring (SBM) for crude handling.

The single Buoy Mooring Systems of the BPCL-Kochi Refineries Ltd is located at a distance of 19.5 km from the shoreline. This facility is capable of receiving Very Large Crude Carriers of 3,00,000 DWT. The SBM is connected by submarine pipelines of 19.5 km length to shore tank farms facilities at Puthuvypeen under Cochin Port.

A lay out showing the locations of the berths of Cochin Port Trust is attached in this Section.

5.4 Statistical Information:-

Statistical Information on number of vessels called at Cochin Port Trust during the Financial Year 2019-20 is furnished below :-

Sl. No.	LOCATION (INNERHARBOR/ OUTER HARBOUR)	FOREIGN	COASTAL	TOTAL
1	STB – INNER HARBOUR	2	0	2
2	NTB--INNER HARBOUR	6	72	78
3	OTHER BERTHS OF INNER HARBOUR	541	879	1420
4	SPM – OUTER HARBOUR	88	1	89
	TOTAL	637	952	1589

5.5 Coastal Process in the Near Shore and Harbour Basin

The whole coastal area is characterized by formation of the coastal land forms, which are made up of sand bars and barriers, sandy flats, mud flats and bars. The coastal plain is occupied by quaternary and recent sediments consisting essentially of sands, sandy clays, clays and carbonious clays.

The near shore area outside the Cochin Gut is relatively shallow reaching a water depth of 5m at a distance of about 2km from the shore and gradually deepening to 10m at a distance of about 6km outside the Gut. The sea bottom is mainly soft mud upto several meters deep in the near shore waters of Cochin.

The siltation in the Cochin Harbour Basin area mainly takes place due to the deposition of the sediments from sea, which are stirred up during the wave action and brought inside the lagoon during the flood tide, whereas the siltation in the approach channel is a combined effect of the phenomena of littoral drift and settlement of suspended sediments.

5.6 Tides

Cochin experiences a semi diurnal tides. The tidal levels as per Naval Hydrographic Chart No.2004 are as follows: 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

5.7 Waves

The wave climate in the sea is governed by the South West monsoon when wave action can be strong with prevailing wave directions from north-west to south-west. Deep water (15m) wave observations in the past indicate the significant wave heights of 4m, 2m and 1m at the water depths of 10m, 5m and 2m respectively, the predominant wave direction being west. Wave action inside the harbour is insignificant because of narrow entrance between Cochin Gut and Fort Cochin and the configuration of the land. Generally calm conditions prevail through out the year except during the times of extreme wind action.

5.8 Current

The currents along the coast of Cochin consist of tide, Wave and Wind induced components. As per observations the maximum current velocities at the Cochin Gut during the non-monsoon periods is of the order of 3 knots, which could increase to as high as 5.5 knots during the monsoon periods. Inside the harbour the current velocities relatively are low, of the order of 0.5 knots only, with directions varying at different locations. Maximum flood velocities during the monsoon were observed at the bottom due to density currents.

5.9 Littoral Drift

The Littoral Drift influenced by the monsoon is southwards during south-west monsoon period and northwards during non-monsoon period. Though this contributes to the siltation in the approach channel, it has no direct impact in the Mattancherry Channel.

5.10 Bathymetry

The seabed slopes gently in the offshore region and is about 1 in 500-600. The coast experiences the littoral drift, as anywhere else but there is a phenomenon of formation of the mud banks. The mud banks are not stationary and have a tendency to move in the coastal region.

5.11 Temperature and Humidity

Temperature at Cochin varies from about 23° to 32.5°C. There are not much distinct seasonal variations in the temperature, which is more or less uniform throughout the year. However, highest temperature tends to occur in the months of March to May. Low temperatures occur during December and January. The Humidity is high throughout the year. From June to September, during monsoon, the humidity ranges from 95% to 100%. From October to January it comes down to 50% to 70%. During the summer months of February to May average humidity is about 60%.

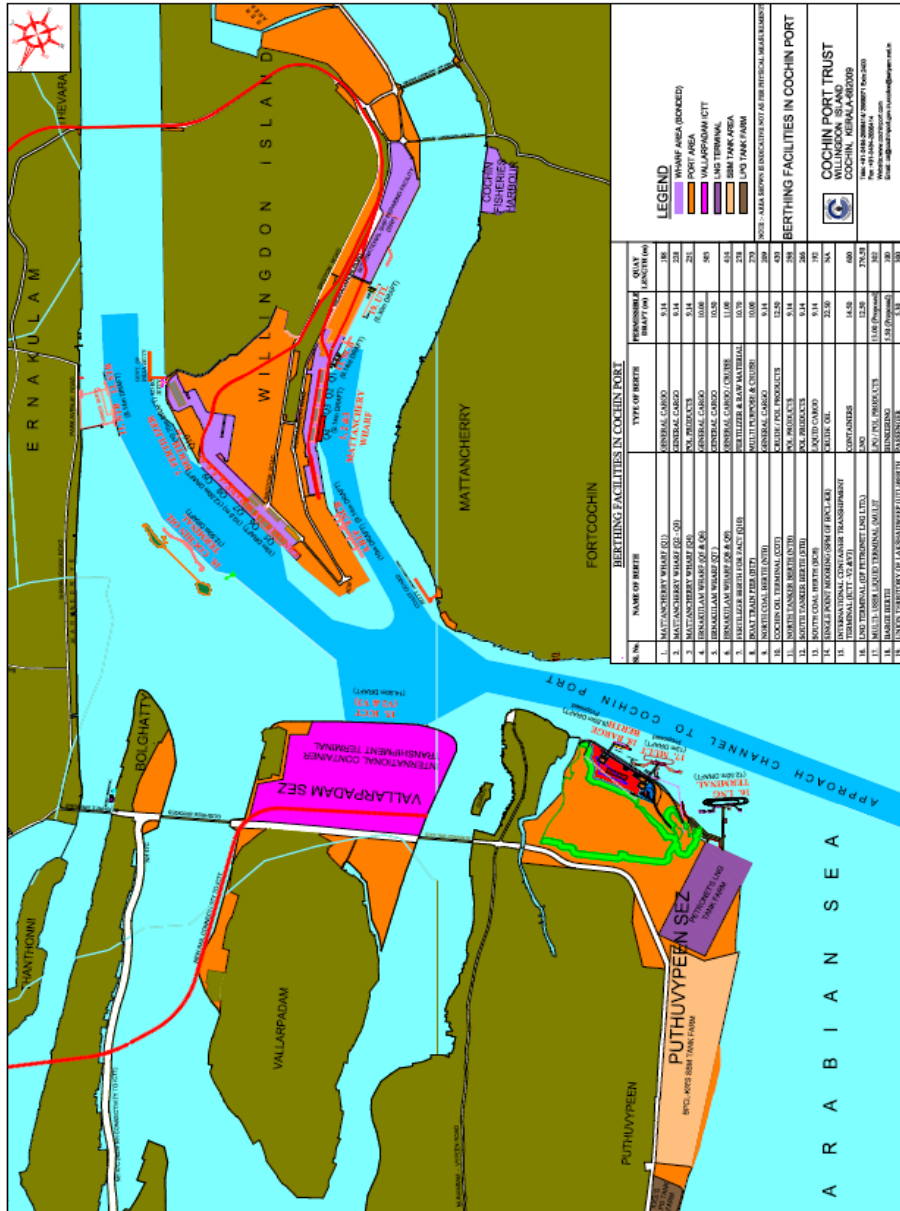
5.12 Winds and Cyclones

The wind speed and wind direction is determined by the season and by the daily temperature differences between land and sea. The predominant wind direction during the monsoon period i.e. from June to September is west to south-west and the effect of land breeze is not dominant during this period. 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. The maximum wind speed observed was of the order of 112 kmph from WSW direction. Cochin lies beyond the cyclone belt and therefore the risk of cyclones is negligible.

5.13 Rainfall

The maximum rainfall usually occurs during the SW monsoon period i.e. from June to September. The annual rainfall in the region varies between 2500 to 3500 mm.

LAYOUT OF INNER HARBOUR OF COCHIN PORT TRUST



SECTION –IV
COCHIN PORT TRUST
SCHEDULE-II
BILL OF QUANTITIES

Tender No. E/T-10/Water Barge/2021-M

Tender for “Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

Attached in Price Bid