

## GENERAL DESCRIPTION OF WORK

### 1. General

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

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

### 2. Scope of work

The requirement, calls for a complete working system and not components thereof. Bids must be complete with all equipment and required accessories along with necessary power systems including standard video connectors, patch connectors, patch leads, mounting and fitting hardware, plugs, sockets and any hardware/software, etc. as required for complete installation of the System under this contract.

The scope of this tender includes, Supply installation and commissioning of IP based CCTV surveillance system, involving fixed camera and NVR compatible to the existing system.

#### **Function requirement:**

- 1) Easy and convenient operation
- 2) Stability
- 3) Back-up as evidence
- 4) Cameras shall be manufactured with high reliable components, with long lifespan.
- 5) The contractor shall ensure that the system is supplied, installed and commissioned as per user's satisfaction.
- 6) The contractor has to provide Media as required for all the software.
- 7) The installed system shall have the latest version of the applicable software.
- 8) The contractor shall customise the complete system as per user requirement.
- 9) The contractor shall provide software compatibility support to upgraded hardware if any, for the next 10years.
- 10) The scope also includes making good defective materials/items and the workmanship during the guarantee/warranty period.

### 3. Site

#### **Conditions**

#### **Location**

The project area at W/Island, Cochin 682 009.

#### **Rainfall**

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

## **Temperature**

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

### **4. Time Schedule and monitoring of progress**

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

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

### **5. Facilities to be provided by the Port**

#### **Power**

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

### **6. Contractor's responsibility**

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

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

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

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

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

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

from his part, during the execution of work.

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

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

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

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

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

6.12 The contractor shall take all care and precautionary measures for avoiding damage or accidents to the work from ship or other water crafts movements or other operations in the area. The department will not entertain any claim from the contractor whatsoever, towards compensation for any such damage or accident occurring during the execution of the contract.

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

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

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

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

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

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

6.19 The Cochin Port is an International Ship & Port Facility Security (ISPS) code compliant Port and the contractor is obliged to comply with the provisions of the code in force and as amended from time to time. The site for the proposed work is a protected area and hence security rules and regulations including obtaining entry

/ exit passes including photo passes if any for vehicles, men and materials etc. for entering the area shall be observed by the contractor at his cost.

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

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

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

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

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

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

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

- (i) Hot work shall be carried out with the approval of the Dy. Conservator's department and the work shall be done as per the instruction of the fire service personnel.

- (ii) Welding /gas cutting work shall be carried out only with the prior permission of the Marine Dept. and only when vessel carrying inflammable materials is not berthed at the existing berths near to it.

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

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

6.29 The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time."

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

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

## **7. Workmanship**

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

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

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

## **8. Temporary works**

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

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

## **9. Time for Completion**

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

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

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

## **10. Working time**

The normal working time of the Port Trust is from 8 a.m. to 4.00 p.m. on all working days with no interval in between. If the Contractor wishes to carry

out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer-in-Charge for the same. Necessary supervision will be arranged by the department and the expenditure to be incurred in this connection will be borne by the department.

**11. Method of Execution**

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

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

**12. Alterations and Additions**

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

Providing CCTV Surveillance Arrangements at Various Locations of CoPT  
statement in writing of any extra work which he may have performed  
during the preceding month, failing which any claim for which he may  
afterwards make for payment on account of any such extra work will not  
be allowed.



## **SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL**

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

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

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

### **2. RATES FOR VARIOUS ITEMS**

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

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

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

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

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

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

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

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

**5. EXCEPTED RISKS**

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

**6. WORKS EXECUTED THROUGH SUBLETTING**

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

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

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

**7. SECURED ADVANCE. (Not applicable)**

**8. SETTLEMENT OF DISPUTES AND ARBITRATION**

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

**9. ADVANCE**

The Mobilization Advance and Construction/Installation equipment Advance shall be as per clause 51 of General Conditions of Contracts:

**10. LIQUIDATED DAMAGES**

For levying compensation as per Clause-49 of General Conditions of

Contract, the employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of work by the contractor, as per agreement conditions.

## **11. MEASUREMENTS OF WORK DONE**

In addition to the Clause-26 of GCC- 'Computerised Measurement Book', measurement of the work can also be done as detailed below

Executive Engineer (hereinafter called the Engineer's Nominee) shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the Contract of workdone.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under theContract.

All measurements and levels shall be taken jointly by the Engineer's Nominee or his authorised representative and by the Contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer's Nominee and the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both theparties.

Department shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorised representative does not remain present at the time of such measurements after the Contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer's Nominee or his representative shall be deemed to be accepted by theContractor.

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to thecontrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall befollowed.

The Contractor shall give not less than seven days' notice to the Engineer's Nominee or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer's Nominee or his authorised representative in charge of the work who shall within the

aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's Nominee's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer's Nominee or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this Contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

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

*The Contractors shall make all payments of salary/wages and other benefits etc. to the contract / casual workers deployed for the work through Bank / Cheque only.*

*All the payments to the contractors would be released only on submission of undertaking to comply with the clause 12.1 above.*

**13. Clause No 25 of General Conditions of Contract (GCC) shall be modified as below;**

**“Clause No 25- Settlement of Disputes & Arbitration.”**

**General**

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

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

If the Engineer fails to give his instructions or decision in writing within the

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

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

If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left with his predecessor.

- c) If the value of the contract is above Rs 5 Crores, The contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and dispute shall be resolved through Arbitral Tribunal as detailed below,

The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each party and third to be appointed by the two arbitrators appointed by the parties. A party requiring Arbitration shall appoint an Arbitrator in writing, inform other party about such appointment and call upon the other party to appoint its arbitrator. If the other Party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof.

- d) In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE) Port Trust inter se CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011-DPE(PMA)  
– GL dtd. 12.06.2013 or any statutory amendment thereof.

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

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

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

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

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

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

**Clause 45-Rates for items to be inclusive of Taxes**

The rate quoted by the Contractor shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever and Goods and Service Tax (GST). GST as may be applicable from time to time shall be shown separately in the

invoice. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence.

The invoice to be submitted by the Contractor should include the GST Registration Number of the Contractor as well as the Employer.

#### **Clause 80-Taxes and Duties**

##### **Income Tax**

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

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

#### **15. SECURITY DEPOSIT AND RETENTION MONEY**

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

In all cases, the Performance Guarantee retained till end of Defect Liability Period shall be 3 % of the Contract Value or Cost of Work Done, whichever is higher.

## CONTRACTDATA

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

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

Sl. No.	Description	Reference Clause .No. in GCC								
1	<i>The following documents are also part of the Contract</i>									
	The Schedule of other Contractors  (Will be informed in due course)	(8.2)								
	The Schedule of Key personnel	(9)								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Qualification of Staff</th> <th style="width: 5%;">No.</th> <th style="width: 15%;">Min. Experience (Years)</th> <th style="width: 20%;">Rate of recovery in case of non compliance</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance					
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance							
2	The Employer is	(1)								
	<b>The Board of Trustees, Cochin Port Authority, Cochin -9</b>									
	Name of Authorized Representative:									
	Name: <b>Dr. (Smt.) M. Beena IAS, Chairman, Cochin Port Authority, Cochin -9</b>									
3	The Engineer is									
	Name: <b>Shri. V. Thuraipadian,</b>									



Sl. No.	Description	Reference Clause No. in GCC		
	<b>Chief Mechanical Engineer Cochin Port Trust, Cochin-9</b>			
	Name of Nominee is :			
	Name: <b>Shri D. Ajithkumar , EE(Ele) P Cochin Port Authority Cochin-9</b>			
4	Name of Contract :-“ <b>Supply and providing additional CCTV surveillance systems in Sagarika, CFS and in the grey areas of CoPA as required by CISF” GeM Tender no:GEM/2022/B/2154874</b>	(1)		
5	4 copies of Contract Agreement shall be furnished by the Contractor	[7.1]		
6	Tender document and other data are available at Cochin Port web site, CPPP and GeM portal	(7.2)		
7	The Intended completion Date for the whole of the Work is 4 Months from date of issue of LoA with the following milestones:	(17,28 )		
8	Milestone dates: <table border="1" data-bbox="391 1150 1214 1257" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;"><b>Physical works to be completed</b></td> <td style="width: 40%; text-align: center;"><b>Period from the date of Issue of LoA</b></td> </tr> </table>	<b>Physical works to be completed</b>	<b>Period from the date of Issue of LoA</b>	
<b>Physical works to be completed</b>	<b>Period from the date of Issue of LoA</b>			
9	The following shall form part of the Contract Document: (1) Agreement (2) Letter ofAcceptance (3) Schedule of work (4) Contractor’s Bid (5) Correspondence exchanged after the opening of theBid	(2.3)		

Sl. No.	Description	Reference Clause No. in GCC
	<p>and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).</p> <p>(6) Contract Data  (7) Conditions of Contract  (8) General Description and Special Conditions of Contract  (9) Technical Specifications  (10) Any other documents listed in the Contract Data as forming part of the Contract.</p>	
10	The Contractor shall submit a Program for the Works within <b>7 days</b> of date of the Letter of Acceptance/LoI.	(27)
11	<p><b>The site possession date</b>  The site will be handed over within <b>7 days</b> after issue of LoA/ LoI and the site is free from encumbrances.</p>	(21)
12	The start date shall be <b>7 days</b> from the date of receipt of the Letter of Acceptance (LoA)/ LoI by the Contractor.	(1)
13	The site is located at W/Island, Cochin 682 009 .	
14	The Defects Liability Period is Two <b>years from the date of completion of the work.</b>	(35)
15	<p>The minimum insurance cover for physical property, injury and death is <b>Rs. 10 lakhs (Rupees Ten Lakhs only)</b> per occurrence with the number of occurrences unlimited. After each occurrence,  Contractor will pay additional premium necessary to make insurance valid always.</p>	<b>(13)</b>

**DETAILS FOR PROVIDING CCTV AT VARIOUS LOCATIONS OF COCHIN PORT**

No.	Description of Item	Type of camera	Nearest OFC availability (1 pair)	Quantity	
<b>I</b>	<b>E.Wharf</b>				
<b>I.1</b>	Q 5 shed south end - For surveillance of wharf area of Q5-Q6	PTZ Camera 1	Q6 CCTV Camera	1	No.
2	GI pole 3 inch dia. 5 metre long with Foundation			1	No.
3	Polycarbonate junction box			1	No.
4	POE Switch 8 port poe+ With 2 sf port With power budget of 55W			1	No.
5	SF Module With Patch cord			2	No.
6	Network Surge Protector			2	No.
7	Lighting Arrestor			1	No.
8	Earthing Strip wiTH Required Links and Earthing Compound			1	No.
9	MCB and Other Accessories			1	No.
10	6 Core SM Fiber Cable Armoured			350	Mtrs.
11	HDPE pipe 25/32 mm			350	Mtrs.
12	CAT 6 Cable Outdoor			15	Mtrs.
13	800 VA UPS With Inbult Battery			1	No.
	<b>Total for Q5 camera</b>				
<b>II</b>	<b>SAGARIKA</b>				
<b>II.1</b>	Between Q8 and Q9 - For surveillance of wharf area of Q8-Q9	PTZ Camera 2	E.Wharf Gate	1	No.
2	10 Meter Pole With Foundation			1	No.
3	Polycarbonate junction box			1	No.
4	POE Switch 8 port poe+ With 2 sf port With power budget of 55W			1	No.
5	SF Module With Patch cord			2	No.
6	Surge Protector			2	No.
7	Litghting Arrestor			1	No.
8	Earthing Strip wiTH Required Links and Earthing Compound			1	No.
9	MCB and Other Accessories			1	No.
10	6 Core SM Fiber Cable Armoured			650	Mtrs.
11	HDPE pipe 25/32 mm			650	Mtrs.
12	CAT 6 Cable Outdoor			25	Mtrs.
13	800 VA UPS With Inbult Battery			1	No.

<b>II.3</b>	Kiosk area of Sagarika Cruise Terminal- For surveillance of sensitive area due to cruise passenger movements	Zoom type box camera	E.Wharf Gate	1	No.
2	5 Meter Pole With Foundation			1	No.
3	SF Module With Patch cord			2	No.
4	Surge Protector			2	No.
5	Litghting Arrestor			1	No.
6	Earthing Strip with Required Links&Earthing compound			1	No.
7	PVC Conduit 25 mm isi Medium			75	Mtrs.
8	CAT 6 Cable Outdoor			75	Mtrs.
<b>II.4</b>	Parking area of Sagarika Cruise Terminal- For surveillance of sensitive area due to cruise passenger movements	Zoom type box camera	E.Wharf Gate	1	No.
2	5 Meter Pole With Foundation			1	No.
3	Polycarbonate junction box			1	No.
4	POE Switch 8 port poe+ With 2 sf port With power budget of 55W			1	No.
5	SF Module With Patch cord			2	No.
6	Surge Protector			2	No.
7	Litghting Arrestor			1	No.
8	Earthing Strip with Required Links&Earthing Compound			1	No.
9	MCB and Other Accessories			1	No.
10	6 Core SM Fiber Cable Armoured			550	Mtrs.
11	HDPE pipe 25/32 mm			550	Mtrs.
12	CAT 6 Cable Outdoor			25	Mtrs.
13	800 VA UPS With Inbult Battery			1	No.
	<b>COMMON ITEMS TO BE INSTALLED AT E.WHARF GATE FOR CAMERAS AT II.1 to II.4</b>				
1	SF Module With Patch cord			4	No.
2	MCB and Other Accessories			1	No.
3	Power Cable 3 core 1.5 sqmm			15	Mtrs.
<b>III</b>	<b>Mattancherry Channel</b>				

<b>III.1</b>	Marine Jetty (Inside Jetty) - For surveillance of marine jetty area and approach road movements near	Motorized Bullet Camera	Ground floor of Marine Bldg.	1	No.
2	POE Switch 8 port poe+ With 2 sf port With power budget of 55W			1	No.
3	SF Module With Patch cord			2	No.
4	Polycarbonate junction box			1	No.
5	Surge Protector			2	No.
6	MCB and Other Accessories			1	No.
7	6 Core SM Fiber Cable Armoured			50	Mtrs.
8	GI Pipe for Road Crossing underground			20	Mtrs.
9	PVC Conduit 25 mm ISI Medium			25	Mtrs.
10	CAT 6 Cable Outdoor			25	Mtrs.
11	800 VA UPS With Inbult Battery			1	No.
<b>III.3</b>	BTP Berth (Near NCB) - For surveillance of BTP wharf area and also the NCB area	PTZ Camera 2	Ground floor of Marine Bldg.	1	No.
2	5 Meter Pole With Foundation			1	No.
3	POE Switch 4 port poe+ With 2 sf port With power budget of 55W			1	No.
4	SF Module With Patch cord			2	No.
5	Polycarbonate junction box			1	No.
6	Surge Protector			2	No.
7	Litghting Arrestor			1	No.
8	Earthing Strip wiTH Required Links and Earthing Compound			1	No.
9	MCB and Other Accessories			1	No.
10	6 Core Fiber Cable Armoured			400	Mtrs.
11	HDPE pipe 25/32 mm			400	Mtrs.
12	CAT 6 Cable Outdoor			25	Mtrs.
13	800 VA UPS With Inbult Battery			1	No.
	<b>COMMON ITEMS TO BE INSTALLED AT MARINE BUILDING FOR CAMERAS AT III.1 to III.3</b>				
1	8 PORT POE smart managable With2 sf port			1	No.
2	SF Module With Patch cord			2	No.
3	MCB and Other Accessories			1	No.
4	Power Cable 3 core 1.5 sqmm			15	Mtrs.
5	800 VA UPS With Inbult Battery			1	No.
	<b>COMMON ITEMS TO BE INSTALLED AT MARINE BUILDING FOR CAMERAS AT MARINE JETTY &amp; BTP</b>				
	<b>MATTANCHERRY CHANNEL</b>				

<b>IV</b>	<b>Mattancherry Wharf</b>				
<b>IV.1</b>	Q1 berth- For surveillance of wharf area Q1 to Q3 & perimeter boundary	PTZ Camera 1	M.Wharf South Gate	1	No.
2	5 Meter Pole With Foundation			1	No.
3	Polycarbonate junction box			1	No.
4	POE Switch 4 port poe+ With 1 sf port With power budget of 55W			1	No.
5	SF Module With Patch cord			2	No.
6	Surge Protector			2	No.
7	Litghting Arrestor			1	No.
8	Earthing Strip wiTH Required Links and Earthing Compound			1	No.
9	MCB and Other Accessories			1	No.
10	6 Core Fiber Cable Armoured			300	Mtrs.
11	HDPE pipe 25/32 mm			300	Mtrs.
12	CAT 6 Cable Outdoor			45	Mtrs.
13	800 VA UPS With Inbult Battery			1	No.
<b>IV.2</b>	Mattancherry South Gate - For surveillance of unmanned isolated gate & perimeter boundary	Motorized Bullet Camera	M.Wharf South Gate	1	No.
2	Surge Protector			2	No.
3	Litghting Arrestor			1	No.
4	CAT 6 Cable Outdoor			15	Mtrs.
	<b>COMMON ITEMS TO BE INSTALLED AT MATTANCHERRY WHARF SOUTH GATE FOR CAMERAS AT IV.1 to IV.2</b>				
1	POE Switch 4 port poe+ With 1 sf port With power budget of 55W			1	No.
2	SF Module With Patch cord			2	No.
3	MCB and Other Accessories			1	No.
4	Power Cable 3 core 1.5 sqmm			30	Mtrs.
5	800 VA UPS With Inbult Battery			1	No.
<b>V</b>	<b>OTB</b>				
1	OTB outside main gate area- For surveillance of sensitive area due to public movements near the gate.	Motorized Bullet Camera	BSNL LL near NTB	1	No.
2	5 Meter Pole With Foundation			1	No.
3	CAT 6 Cable Outdoor			25	Mtrs.
4	SD Card			1	No.
5	PVC Conduit			25	Mtrs.

<b>VI</b>	<b>Walk way</b>				
1	Near Konkan Storage and NTRO B site - For surveillance of sewage / waste dumping	Motorized Bullet Camera	BSNL LL near Tropicana RMU	2	No.
2	POE Switch 8 port poe+ With 2 sf port With power budget of 55W			2	No.
3	SF Module with patch cord			2	No.
4	SD Card			1	No.
5	5 Meter Pole With Foundation			2	No.
6	Polycarbonate junction box			2	No.
7	Surge Protector			4	No.
8	Litghting Arrestor			2	No.
9	Earthing Strip wiTH Required Links and Earthing Compound			2	No.
10	MCB and Other Accessories			2	No.
11	6 Core Fiber Cable Armoured			400	Mtrs.
12	Stay Wire			400	Mtrs.
13	CAT 6 Cable Outdoor			75	Mtrs.
14	800 VA UPS With Inbult Battery			1	No.
<b>VII</b>	<b>CFS</b>				
1	CFS inside - - For surveillance of Cargo movement	Zoom type box camera	CFS	5	Nos.
2	CFS inside- For surveillance of Cargo movement	Fish eye camera	CFS	1	Nos.
3	16 Channel NVR With 8 SATA HDD			1	No.
4	6 TB HDD			8	No.
5	POE Switch 8 port poe+ With 2 sf port With power budget of 55W			2	No.
6	SF MODULE with patch cord			8	No.
7	Polycarbonate junction box			3	No.
8	6 Core Fiber Cable Armoured			600	Mtrs.
9	HDPE pipe 25/32 mm			600	Mtrs.
10	CAT 6 Cable Outdoor			450	Mtrs.
11	PVC ISI Medium Conduit			450	Mtrs.
12	800 KVA UPS			1	No.
13	Pendant for Fish Eye Camera			1	No.
14	RE-POSITIONING OF EXISTING CAMERAS			10	Nos.
<b>VIII</b>	<b>ITEMS FOR FIBRE CONNECTIVITY TO EMBARKATION JETTY</b>				
1	POE Switch 8 port poe+ With 2 sf port With power budget of 55W			1	No.
2	SF MODULE with patch cord			2	No.

3	HDPE pipe 25/32 mm			300	Mtrs.
4	6 Core Fiber Cable Armoured -			300	Mtrs.
<b>IX</b>	<b>COMMON ITEMS FOR CISF CONTROL ROOM AT 7TH FLOOR OF NEW AD. BLDG. FOR CCTV</b>				
1	SF Module			6	Nos
2	Fibre Switch For Admin Building			1	No.
3	Laptop With HDD Drive			1	No.
4	16 Channel NVR With 8 sata HDD			1	No.
5	6 TB HDD			8	No.
6	43 inch Display Professional 24X7 Operational			1	No
7	32 u rack With all accessories			1	No
8	PTZ Joy Stick Controller			1	Nos
<b>X</b>	<b>TOTAL ERECTION CHARGES FOR ENTIRE LOCATION</b>				
1	Splicing Charges			150	Nos
2	Soft Soil Digging			100	Mtrs.
3	Tar Cutting			100	Mtrs.
4	Resurfacing of Soft soil /Tar Cutting			100	Mtrs.
5	Commissioning and Training			1	LS
	<b>TOTAL ERECTION CHARGES FOR ENTIRE LOCATION</b>				
	<b>TOTAL ESTIMATED COST</b>				
	<b>GIST OF ESTIMATE</b>				
<b>I</b>	<b>E.Wharf</b>				
I.1	Q 5 shed south end - For surveillance of wharf area of Q5-Q6	PTZ Camera 1	Q6 camera	1	No.
<b>II</b>	<b>SAGARIKA</b>				
II.1	Between Q8 and Q9 - For surveillance of wharf area of Q8-Q9	PTZ Camera 2	E.Wharf Gate	1	No.
II.2	Kiosk area of Sagarika Cruise Terminal- For surveillance of sensitive area due to cruise passenger movements	Zoom type box camera	Parking Area	1	No.
II.3	Parking area of Sagarika Cruise Terminal- For surveillance of sensitive area due to cruise passenger movements	Zoom type box camera	E.Wharf Gate	1	No.
II.4	COMMON ITEMS TO BE INSTALLED AT E.WHARF GATE FOR CAMERAS AT SAGARIKA				
	<b>TOTAL VALUE FOR INSTALLING CAMERAS AT SAGARIKA</b>				



	<b>TOTAL VALUE FOR INSTALLING CAMERAS AT ERNAKULAM WHARF</b>				
III	<b>Mattancherry Channel</b>				
III.1	Marine Jetty (Inside Jetty) - For surveillance of marine jetty area and approach road movements near	Motorized Bullet Camera	Ground floor of Marine Bldg.	1	No.
III.3	BTP Berth (Near NCB) - For surveillance of BTP wharf area and also the NCB area	PTZ Camera TYPE 2	Marine Jetty camera	1	No.
	<b>TOTAL SUPPLY VALUE FOR INSTALLING CAMERAS AT MATTANCHERRY CHANNEL</b>				
IV	<b>Mattancherry Wharf</b>				
IV.1	Q1 berth- For surveillance of wharf area Q1 to Q3 & perimeter boundary	PTZ Camera Type1	M.Wharf South Gate	1	No.
IV.2	Mattancherry South Gate - For surveillance of unmanned isolated gate & perimeter boundary	Motorized Bullet Camera	M.Wharf South Gate	1	No.
	<b>TOTAL SUPPLY VALUE FOR INSTALLING CAMERAS AT Q5 &amp; M/WHARF SOUTH GATE</b>				
V	<b>OTB</b>				
	OTB outside main gate area- For surveillance of sensitive area due to public movements near the gate.	Motorized Bullet Camera	BSNL LL near NTB	1	No.
VII	<b>Walk way</b>				
	Opposite Konkan storage & NTRO B site - For surveillance of sewage / waste dumping	Motorized Bullet Camera	BSNL LL near Tropicana RMU	2	No.
VIII	<b>CFS</b>				
	CFS inside - - For surveillance of Cargo movement	Zoom type box camera	CFS	5	Nos.
	CFS inside- For surveillance of Cargo movement	Fish eye camera	CFS	1	Nos.
X	<b>COMMON ITEMS FOR CISF CONTROL ROOM AT 7TH FLOOR OF NEW AD. BLDG. &amp; FOR EMBARKATION JETTY</b>				
XI	<b>TOTAL ERECTION CHARGES FOR ENTIRE LOCATION</b>				
XII	<b>THE BIDDER SHOULD QUOTE THEIR OFFER FOR SUPPLY &amp; ERECTION OF THE ABOVE ITEMS INCLUDING GST, ONLY IN THE APPROPRIATE PLACE OF THE GEM PORTAL. (The price quoted should not be mentioned anywhere else in the techno-commercial bid)</b>				