

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC



COCHIN PORT AUTHORITY

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TENDER DOCUMENT FOR

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 250 KVA DG SET AND
2 NOS. 82.5 KVA DG SETS (CPCB IV PLUS COMPLIANT) WITH AMF PANELS AT
VARIOUS LOCATIONS OF COCHIN PORT AUTHORITY IN WILLINGDON ISLAND
WITH 2 YEARS GUARANTEE AND THEREAFTER 5 YEARS AMC**

(TECHNICAL BID)

Office of the Chief Mechanical Engineer,
Cochin Port Authority,
Willingdon Island, Cochin- 682009.

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC



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Office of the
Chief Mechanical Engineer,
Cochin Port Authority,
Willingdon Island,
Cochin-682 009, Kerala.

Section-I

1. NOTICE INVITING TENDER

Tenders are invited through Government e- Marketing Place (GeM portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin-682009, from Proprietorship/ Individual/ Limited company/ LLP /Registered Partnership firms meeting the Minimum Qualification Criteria specified below for “Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”. Tenderers, who fulfill the Minimum Qualification Criteria and Terms and Conditions given below, may register their tenders through GeM well in advance on or before the scheduled date of submission.

1. Minimum Qualification Criteria(MQC):

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

i. Experience

The tenderer should have executed works involving “Supply, Installation, testing and commissioning of 415 Volt, 250 KVA and above DG set” as detailed below, to their clients during the last 7 (seven) years ending on 31/07/2024;

(a) One contract work costing not less than **Rs. 61,08,782/-** including GST

OR

(b) Two contract works, each costing not less than **Rs. 38,17,989/-** including GST

OR

(c) Three contract works, each costing not less than **Rs. 30,54,391/-** including GST

This may be furnished in the Proforma in ‘Annexure-4a &4b’ of the tender document. Please submit copy of PO/Work order and Completion Certificate issued by the Client duly Notarised.

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

ii. Financial Turnover

Average annual financial turnover should be at least **Rs.22,90,794/-** during the last three (3) years, ending 31st March 2024[2021-'22, 2022-23, 2023 -'24]. This may be furnished in the Proforma in 'Annexure-5' of the tender document.

- iii. The bidder should possess valid '**B Class**' or above Electrical Contract License issued by any State/ Central Electricity licensing authority. Copy of the valid license may be submitted along with the offer.
- iv. The Bidder shall submit an undertaking from the OEM of the Engine, Alternator and AMF panel Board that they will support the Bidder with the required spares for at least 7 years from the date of commissioning of the DG set at CoPA site.
- v. The OEM of the DG and Alternator shall have their authorized service centre in South India. The address of the Authorized service centre shall be furnished in the Technical bid.

Explanatory Notes:

Note 1: 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	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42
Seven years	1.49

Note 2: Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of Form 26 AS.

Note 3: Notarized copies of Work Order / Contract Agreement and certificate of satisfactory performance / completion, with work order number and value of the item(s), issued by the Client as proof for having satisfactorily supplied, installed, tested and commissioned 415 Volt, 250 KVA and above DG set. Details of such contracts shall be furnished as per Annexure-4a & 4b.

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Note 4: A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2021-'22, 2022-23, 2023 -'24) and Annual Accounts duly certified by a Chartered Accountant shall be submitted along with the tender. Chartered Accountant will provide their UDIN (Unique Document Identification Number) while certification with QR code if available.

2. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
- (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/ or
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

3. Pertinent information to the tender is given in the following tables:

- (i) Schedule of different activities till submission of the tender are detailed as under:

Table (1)

No.	Particulars	Date and Time
1.	Tender e-publication date	02/08/2024
2.	Download period of tender documents	17.00 hrs. on 02/08/2024 to 14.30 hrs. on 23/08/2024
3.	Date of pre-bid meeting	12/08/2024 11:00 hrs
4.	Last date for seeking clarification	12/08/2024
5.	Likely date for uploading the addendum/ clarification if any,	14/08/2024
6.	Last date and time of submission of bid	23/08/2024 at 15.00 hrs.
7.	Date and time of opening the bid	23/08/2024 at 15.30 hrs.

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

(ii) Bid information:

Table 1.2

1.	Estimated Amount put to tender	Rs.76,35,980/- including GST (Rupees Seventy six lakhs thirty five thousand nine hundred eighty only)
2.	Earnest Money Deposit. (Exemption shall be given as per Clause 9 below)	2% of estimate amount: Rs.1,52,720/- (Rupees One lakh Fifty Two Thousand Seven Hundred and Twenty Only) The EMD shall be furnished in the form of Account Payee Demand Draft/ Banker's Cheque from a Commercial Bank in favour of "FA&CAO, Cochin Port Authority", encashable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
3.	Validity period of tender	120 days from the last date for receipt of tenders
4.	Period of Contract	120 days from the date of issue of LOA
5.	Milestone completion activity	NA

4. The Scope of the work includes **"Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC"**

5. The contractor shall ensure that the work shall be done as per the schedule given in the BOQ. Brief Scope of work is given below.

- (i) SITC of 250 KVA DG set at Samudrika with AMF panel after dismantling the existing 50 KVA DG set & AMF panel, raising /strengthening the existing foundation and modification/alteration of the existing roof and fencing for accommodating.
- (ii) SITC of 82.5 KVA DG set at Port Hospital with AMF panel after constructing suitable foundation, roofing and fencing.
- (iii) SITC of 82.5 KVA DG set at Guest House with AMF panel after constructing suitable foundation, roofing and fencing.
- (iv) SLTC of LT cables of various sizes with end terminations.
- (v) SITC of LT 400 A new MV panel Board at Samudrika.
- (vi) Providing 315 A 4 pole MCCB in the existing MV panel at Samudrika Hall.
- (vii) Plate earthing of DG sets.
- (viii) Providing rubber sheet 3 mm thick around the DG.
- (ix) Shifting and handing over the dismantled DG set and AMF panel from Samudrika to T&R section around 1km. away.

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6. Cochin Port Authority 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 GeM Portal.
7. Under any circumstances, Cochin Port Authority shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the GeM Portal or internet connectivity failures. The bidder is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the bidder etc., if any, issued by the Employer, from the website before submission of the bid. Any shortfall in submissions of the said Addendums/ Amendments/Errata/Replies to the queries of the bidder duly signed etc. along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.
8. Bank details of Cochin Port Authority are as follows: State Bank of India, Cochin Port Authority Branch, IFSC Code: SBIN0006367, Account No.41401802288.
9. **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 Organization or the concerned Ministry or Department as provided in GFR 2017. In this regard the firm should submit valid certificate along with QR Code.**
10. The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid. In this regard the firm should submit a declaration that they have not been blacklisted or debarred by any Central / State Government/ Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of bid.
11. The undersigned reserves the right to reject/cancel/postpone/annul the tenders at any stage of the tender without assigning any reason thereof, which will be binding on all bidders.
12. This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.

**CHIEF MECHANICAL ENGINEER
COCHIN PORT AUTHORITY**

SECTION-II INSTRUCTIONS TO TENDERERS

1. Introduction

- 1.1 Tenders are invited through GeM portal in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin-682009 from Proprietorship/ Individual/Limited company/LLP/ Registered Partnership firm meeting the Minimum Qualification Criteria specified for the **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”**, as per the Scope of Work and Technical Specifications given in the tender document.

2. General Instructions

- 2.1. The Contract is to be executed as described in the Bid document and in particular in the Scope of Work and Technical Specification, General Conditions of Contract, Bill of Quantities etc.
- 2.2. Before submitting the bid, the tenderer shall examine carefully all conditions of contract, specifications, drawings, etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. 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, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly and the Port Authority will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document including addendum/corrigendum, within the quoted price.
- 2.3. A tenderer shall be deemed to have full knowledge of all documents, site conditions, working conditions etc. 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 tenderer please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer’s offices for making such enquiries till finalization of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.

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- 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. 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.
- 2.7. While evaluating the document, regard would be paid to National Defense and Security Considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National Security Consideration without any intimation thereof to the bidder.
- 2.8. If there are varying or conflicting conditions in the tender documents, the conditions in the General Conditions of Contract (GCC) will prevail.
- 2.9. In case the department desires to inspect the equipments/machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost. Any error in description, any omissions there from shall not vitiate the contract or release the contractors from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract.
- 2.10. All the Bank Guarantees (BGs) to be furnished by the contractors in connection with the tender shall be sent to the Chief Mechanical Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The contractor shall take the responsibility of sending BGs directly to the Port Authority by the issuing bank.
- 2.11. **The contractor shall comply with all the provisions of the Indian Employees Compensation Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.**
- 2.12. **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.**
- 2.13. The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 2.14. 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 Organization or the concerned Ministry or Department as provided in

GFR 2017. In this regard the firm should submit valid certificate along with QR Code along with the tender, for claiming the available exemptions.

3. Invitation for Bids:

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

4. Clarification of the Bidding Documents:

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 before the pre-bid meeting. It is to be noted that queries, clarifications received after the above date will not be considered.

Address: Chief Mechanical Engineer,
Cochin Port Authority, Willingdon Island,
Cochin, 682009, Kerala, India.
Phone: 91-0484-2666639/2582300 /2350, Fax: 91-0484-2666639
Email: cme@cochinport.gov.in/dycmeele@cochinport.gov.in

5. Pre-Bid Meeting:

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

6. Amendment of Bidding Documents:

- 6.1. The Chief Mechanical Engineer, Cochin Port Authority shall have the right to revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda/corrigenda. Any addendum/ corrigendum thus issued shall be part of the tender document. The addendum/ corrigendum, if any, shall only be hosted in the GeM 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 upload 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 may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the GeM portal and web site.

7. Preparation of bids:

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

8. Bid Prices:

- 8.1. In the GeM Price Bid, the tenderers are requested to quote the total cost for the **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin**

Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC” including GST.

Tenderer should ensure that his tendered price as per Price bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

The rate quoted by the Tenderer shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever and also including Goods and Service Tax (GST). **Evaluation of price for AMC for 5 years will be carried out at the Discounted Factor of 7%. The NPV value of AMC will be added along with the Bid price to arrive at the L1 Bidder.**

9. Currencies of Bid and Payment:

The price shall be quoted by the bidder entirely in Indian National Rupees (INR).

10. Bid Validity:

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

11. Bid Security /EMD:

11.1. Each tender should be accompanied by an Earnest Money Deposit amounting to **Rs.1,52,720/-**.The EMD shall be furnished in the form of Account Payee Demand Draft/ Banker’s Cheque from a Commercial Bank in favour of “FA&CAO, Cochin Port Authority” encashable at Cochin or online payment in an acceptable form safeguarding the purchaser’s interest in all respects. The Earnest Money deposit will not carry any interest. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer. Exemption shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

11.2 Forfeiture of Bid security / EMD

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

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

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12. **No Alternative Proposals by Bidders:**

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

13. **Bid Submission:** Bid shall be submitted in prescribed form in two parts:

Part I – Technical Bid and Part II - Financial Bid.

13.1. **Part-I - Technical Bid:**

Technical Bid Documents to be submitted through GeM portal, and should contain the scanned copies of the following documents.

13.1.1 EMD or MSME Udyam Registration certificate along with QR code, as applicable

13.1.2 Letter of Submission (vide *Annexure-1*)

13.1.3 Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide *Annexure-2*)

13.1.4 Organization Details (vide *Annexure-3*)

(a) Proof of experience in support of MQC as per *Annexure-4a&4b*

(b) Undertaking from the OEM of the Engine, Alternator and AMF panel Board that they will support the Bidder with the required spares for at least 7 years from the date of commissioning of the DG set at CoPA site.

(c) Valid '**B Class**' or above Electrical Contract License issued by any State/ Central Electricity licensing authority.

(d) Address and details of the authorized service centre in South India.

13.1.5 Financial documents in support of MQC. Statement duly certified by Chartered Accountant showing Average Financial Turnover of the tenderer over the last three financial years [2021-'22, 2022-'23, 2023-'24] (vide *Annexure-5*)

13.1.6 Declarations by the bidder as per *Annexure-8, Clause no.2.1 and clause no.10 of NIT*

13.1.7 Copies of PAN, GST Registration and Bank Information for e-payment.

13.2. **Part II: Financial Bid:** Tenderers shall submit the BoQ / Price Bid in GeM portal.

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

14.1. Tenders attaching all documents shall be submitted through GeM portal strictly in accordance with the instructions to the tenderers terms and conditions of the tender document before the time and the date notified.

15. **Clarification of Bids**

15.1. Chief Mechanical Engineer shall ask for clarification/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.

15.2. 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.

16. Evaluation and Comparison of Bids:

16.1. Evaluation of Price Bid

16.1.1. The tenderers shall quote their total cost for all the items including AMC charges as per schedule and GST, in the GeM portal. The NPV value of AMC will be arrived considering a discounted factor of 7 % and added along with the Bid price to arrive at the L1 Bidder.

16.1.2. Only those tenders, as determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Cochin Port's decision on this shall be final, conclusive and binding.

16.1.3. In order to determine the lowest evaluated bid, Cochin Port Authority will consider overall lowest of all the items together.

17. Alteration of tender documents:

17.1. 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.

18. Award of Contract:

18.1. The Employer will consider awarding the Contract to the bidder whose offer has been pre-qualified in the technical evaluation as responsive to the bidding documents and has been determined to be the lowest evaluated tender for all the items together. The Employer does not bind himself to accept the lowest or any tender and has the right to reject or discharge the tender without assigning any reason. The award of the contract will be informed by the employer by issuance of Letter of Acceptance.

19. Performance Security/Security Deposit:

19.1 The successful bidder is required to furnish Security Deposit within 21 days from the date of issue of Letter of Acceptance (LoA), to guarantee fulfillment 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 Authority;
- ii) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of tender document, from a Commercial Bank encashable in Cochin;
- iii) On-line payment to the Bank Account of Cochin Port Authority indicated in Clause 12 of Notice Inviting Tender.

19.2 The value of Security Deposit shall be equivalent to **10% of the total contract value** for the **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee”**. Out of 10% of the Security Deposit, **5% is in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt/Bank Guarantee** from a Commercial Bank in favour of **“FA&CAO, Cochin Port Authority”**, encashable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects and **5% in the form of retention money from the bill.**

- 19.3 In case the Security Deposit is furnished as Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of guarantee period. Failure to submit security deposit within stipulated period will entitled CoPA to terminate the agreement/ cancel the LoA.
- 19.4 Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 19.5 In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.
- 19.6 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension. Also, failure to execute the agreement within stipulated period will entitled CoPA to cancel the LoA.
- 19.7 The security deposit submitted for the work of shall be discharged by the Employer and returned to the Contractor not later than Twenty one (21) days following the date of Completion of the 2-year guarantee period and only after submission of security deposit for the 5-year AMC contract. If the contractor does not submit security deposit for AMC and execute the work, then the security deposit submitted towards **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee”** shall be forfeited.
- 19.8 **Separate order shall be issued before the expiry of 2 year guarantee period, for the 5 years AMC for the 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets with AMF panels.** Separate security deposit for 10% of total AMC cost shall be furnished for covering the 5 year AMC period, in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt/Bank Guarantee from a Commercial Bank in favour of “FA&CAO, Cochin Port Authority”, encashable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects and separate agreement for the AMC shall be executed. The security deposit furnished for the 5-year AMC contract will be released and returned to the contractor not later than Twenty one (21) days following the date of Completion of the entire AMC period.

19.9 Release of Bid Security/ EMD:

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

20. Signing of Agreement:

20.1. 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 as per Annexure-B. Agreement can be entered only after furnishing of Security Deposit by the contractor. The agreement as finally executed will include the Employer's Bid Documents and the Tenderer'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. Failure to execute the agreement within stipulated period will entitle CoPA to cancel the LoA.

21. Fraud and Corrupt Practices:

21.1 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.

21.2. 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.

22. Rejection of Tender:

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

SECTION-II GENERAL CONDITIONS OF CONTRACT (GCC)

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

- a) "Approved" or "Approval" shall mean approval in writing.
- b) "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "Contract" means the Contract Agreement entered 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.
- d) "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.
- e) "Contract Price" means the total sum of money (including GST) to be paid by the Employer to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- f) "Completion" means the fulfilment of the supply of Equipments and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.
- g) "Commercial Use" means use of Goods which the contractor contemplates or of which it is commercially capable after enacting at project site.
- h) "Chief Mechanical Engineer" shall mean the Chief Mechanical Engineer of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.
- i) "Day" shall mean English Calendar Day.
- j) 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 supplier 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 suppliers or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k) Employer/Cochin Port Authority/CoPA/Port/Board" means Board of Major Port Authority for Cochin Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Chief Mechanical Engineer or Deputy Conservator or any other officers so nominated by the Board.
- l) "Employer's Country" is INDIA.
- m) "Equipment/Goods", means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the contract.
- n) "GCC" means the General Conditions of Contract.

- o) "Month" shall mean English Calendar Month.
- p) "Engineer"/ "Officer in-Charge" means Employee of Employer or any other person, nominated by the Employer.
- q) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer .
- r) The "**Schedule**" shall mean the schedule or Schedules attached to the specifications.
- s) "Start Date" The start date of the project is the date of issue of LoA.

2. Contract Documents: Subject to the order precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.

2.1 Dock Safety : For the work carried out within dock area in the vicinity of any wharf or quay the Contractor shall abide by all the provisions of the Dock workers (Safety, Health & Welfare) Regulation 1990 or as amended from time to time.

2.2 Workmen Compensation:

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

2.3 The following shall form part of the Contract Document:

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

3 Settlement of Dispute and Arbitration:

3.1 Conciliation: In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations / Arbitration, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port 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 Cochin Port subject to the delegation of powers. Guidelines of CSC is available in CoPA's website.

- 3.2 Arbitration: In case of any dispute, doubt, questions or differences arising out of or in connection with this tender/agreement, it shall be referred to and finally resolved through arbitration as per the provisions of the Arbitration & Conciliation Act,1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, by the sole arbitrator to be appointed mutually by the parties within 30 days of serving the notice to start arbitration proceedings and the decision of the Arbitrator shall be final and binding on the parties. The language to be used in the arbitration shall be ENGLISH. The governing law of the agreement shall be the substantive law of India. 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.
- 4 **Scope of Work:** The Goods and Related Services to be supplied shall be as specified in Scope of Work and Technical Specifications and in accordance with Schedule of Requirements.
- 5 **Delivery and Completion:** Subject to GCC Clause 23 (Change Orders and Contract Amendments) the delivery of the Goods and completion of the Related Services shall be done within 120 days from the date of issue of Letter of Acceptance by Employer. The details of shipping and other documents to be furnished by the Contractor are specified in the GCC Clause 8 (Payments Terms).
- 6 **Contractor's Responsibilities:**
- 6.1 The Contractor shall supply all the Goods and Related Services included in the Scope of Work in accordance with GCC Clause 4 and as per GCC Clause 5.
- 6.2 **Phasing of Work:** The contractor will be required to furnish a phased programme of the works as to how he intends to complete the work to the Employer within 7 days from the date of receipt of the Letter of Acceptance from the Employer. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such programme so as to complete the entire work within the stipulated completion period. The Contractor shall furnish progress report to the Employer on fortnightly basis for monitoring by the Employer, indicating delay, if any, its reason, and proposal to cover up the delay.
- The work can be carried out only as per such plan approved by the employer. Based on the recommendations and directions of the employer, the contractor shall be liable to modify and resubmit the phased manner plan, and get the approval of the employer within reasonable time. Failure to submit the phased manner plan or failure to get the approval of employer for the submitted phased manner plan within the period stipulated or within reasonable time, respectively, shall be construed as a breach of obligation by the contractor of the contract. Failure of the contractor to meet the timelines mentioned in the approved phased manner plan shall also be construed as breach of obligation by the contractor.
- 6.3 Procurement of materials: The Contractor must make his own arrangements for timely procurement of all materials, machinery, equipment etc. of specified and or approved quality required by him for the efficient and regular execution of the works comprised in this contract from the manufacturers and suppliers concerned. Delay in supply of any of these materials, machinery, equipment etc. will not be taken as an excuse for not completing the contract within the stipulated period. Contractor shall notify the Employer of his proposed source of material prior to delivery.

6.4 Compliance of regulations: The contractor warrants that all Goods/Materials covered by the contract have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The Supplier shall ensure compliance with the above and shall indemnify Employer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

7 Contract Price:

7.1 Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustments authorized by the Employer by issuing Change orders and Contract Amendment, if any. Evaluation of AMC for 5 years will be carried out at the Discounted Factor of 7%.

8 Terms of Payment:

8.1 Payment shall be regulated as detailed below:

8.1.1 The Contractor shall be entitled upon certificates of the Engineer or his nominee to payments in accordance with the following provisions:

1) **For supply portion :** 75% of the value, as certified by the Engineer or his nominee, of the materials from time to time delivered on the site.

Balance 25% after completing the work in all respects, commissioning and handing over the installation to the Employer to the satisfaction of the Engineer and his nominee and his certification.

2) **For erection portion :**

i) 85% of the value as certified by the Engineer or his nominee, of the installation portion on completion of the erection work under contract, for which payments are claimed.

ii) Balance 15% along with other payments if any, after completing the work in all respects, commissioning and taking over the installation by the Employer to the satisfaction of the Engineer and his nominee and his certification.

8.2 All the interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer or his nominee relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer- or his nominee-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

8.3 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

8.4 No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

- 8.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 8.6 All payments to the Contractor under the contract shall unless otherwise stated elsewhere be made to the Contractor in Indian currency through e- payments through designated Bank.
- 9 **Taxes and Duties:**
- 9.1 The contract shall be treated as a works contract. The Contractor shall be responsible for remittance of all taxes, duties, license fees etc. incurred for the Supply, Installation, Testing and Commissioning of the items as per Bill of Quantities. GST shall be paid by the Employer to the Contractor.
- 9.2 Income Tax Deduction:Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment.. The Contractor shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time.
- 9.3 TDS under GST Law: TDS under GST law shall be deducted at the prevailing rates. The Contractor shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.
- 10 **Performance Security/Security Deposit:**
- 10.1 The successful bidder is required to furnish Security Deposit within 21 days from the date of issue of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:
- Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Authority;
 - An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of tender document, from a Commercial Bank encashable in Cochin;
 - On-line payment to the Bank Account of Cochin Port Authority indicated in Clause 8 of Notice Inviting Tender.
- 10.2 The value of Security Deposit shall be equivalent to **10% of the total contract value** for the "Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee". Out of 10% of the Security Deposit, **5% is in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt/Bank Guarantee** from a Commercial Bank in favour of "FA&CAO, Cochin Port Authority", encashable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects and **5% in the form of retention money from the bill.**
- 10.3 In case the Security Deposit is furnished as Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of guarantee period. Failure to submit security deposit within stipulated period will entitle CoPA to terminate the agreement/cancel the LoA.
- 10.4 Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 10.5 In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security

Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.

- 10.6 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension. Also, failure to execute the agreement within stipulated period will entitled CoPA to cancel the LoA.
- 10.7 The security deposit submitted for the work of **'Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee'** shall be discharged by the Employer and returned to the Contractor not later than Twenty one (21) days following the date of Completion of the 2-year guarantee period and after submission of security deposit for the 5-year AMC contract. If the contractor does not submit security deposit for AMC and execute the agreement for AMC, then the security deposit submitted towards **"Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee"** shall be forfeited.
- 10.8 Separate order shall be issued for 5 years AMC of the **"Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels"**, before the expiry of 2-year guarantee period and separate security deposit for 10% of total AMC cost shall be furnished for covering the 5 year AMC period, in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt/Bank Guarantee from a Commercial Bank in favour of "FA&CAO, Cochin Port Authority", encashable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects and separate agreement for the AMC shall be executed. The security deposit furnished for the 5-year AMC contract will be released and returned to the contractor not later than Twenty one (21) days following the date of Completion of the entire AMC period.
- 11 Subcontracting:**
- 11.1 The Supplier shall notify the Employer in writing of all subcontracts awarded under the contract if not already specified in the tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the contract.
- 11.2 Subcontracts shall comply with the provisions of Instructions to Tenderers Clause 21, Instruction to Tenderers(Fraud and corrupt practices).
- 11.3 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.

11.4 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.

12 Specification and Standards:

12.3 Technical specification and drawings:

- (a) The Goods and Related Services supplied under this contract shall conform to the Technical Specifications and Standards mentioned in Section IV, Scope of Work and Technical Specifications and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.
- (b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 23 (Change Orders and Contract Amendments).

13 Packing:

- 13.1 Contractor shall provide adequate packing of Equipments to prevent the damage or deterioration during transit to their final destination. The contractor shall be held responsible for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packing shall withstand hazards normally encountered with the means of transport including loading/unloading operations and shall be done in such a manner to reduce volume as much as possible.
- 13.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I.
- 13.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 13.4 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 13.5 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable diameter (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.

- 13.6 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping. In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 13.7 All delicate surfaces on equipment/materials should be carefully protected with protective paint/compound and wrapped to prevent rusting and damage.
- 13.8 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 13.9 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. A copy of the packing list shall accompany the materials in each package.
- 13.10 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.
- 13.11 In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.
- 13.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 13.13 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 13.14 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.
- 13.15 All packages which require special handling and transport should have their Centre of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION- SPECIAL LOAD HANDLE WITH CARE" in English Language.
- 13.16 Along with the packed material, supplier should attach material list, manuals/ instructions and also the Inspection certificate/release note, wherever applicable.

14 Marking:

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

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

15 Insurance:

- 15.1 The Goods supplied under the Contract shall be insured by the Supplier at his cost, for the full value as specified in the Employer's supply order against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery from the **works until they are delivered at Employer's premises and accepted by the Employer. Such insurance policy shall be jointly in the name of Contractor and Employer** against destruction or damage by accident, fire, flood and tempests. The Contractor shall from time to time, when

so, required by the Employer produce the Policy and the receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.

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

16 Transportation:

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

17 Consignee of Equipment:

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

18 Inspection and Testing:

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

18.2 The Employer reserves the right to witness the Pre-delivery Inspection at the Contractor's premises or any place the work demands, along with TPI. The inspections and tests are to be conducted to the entire satisfaction of TPI/Employer. The details of inspections and tests to be carried out are specified under Section IV, Scope of work and Technical Specifications.

19 Liquidated Damages /Late Delivery Charges:

19.1 Except as provided under GCC Clause 22 (Force Majeure) and GCC Clause 24 (Extension of Time), if the Contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Service within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract price, **as liquidated damages, a sum equivalent to ½ % of the Contract price of the respective item for which delay in commissioning is occurred, per week of such delay or part thereof. The maximum amount of Liquidated Damages shall be 10% of total Contract Price of the respective item.**

19.2 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 delivery of Goods and Related Services 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 its other obligations and liabilities under the contract. In such events as when the Contractor is unable to complete the delivery of Goods and Related Services, for the reasons not

attributable to him, he shall apply for grant of extension of date for completion of contract immediately not later than 48 hours 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 Authority.

20 Warranty:

- 20.1 The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 20.2 The Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in INDIA.
- 20.3 The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 20.4 Upon receipts of such notice, the Contractor shall, within the period of seven days, repair or replace the defective Goods or parts thereof, at no cost to the Employer.
- 20.5 If having been notified, the Contractor fails to remedy the defect within seven days, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor 's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.
- 20.6 **The guarantee period for the entire work of “Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee”, shall be effective for a period of twenty four (24) months and it will be in force from the date of completion of the work under the contract and acceptance by the Employer and the contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Officer In-charge who shall state in writing in what respect any portion is faulty.**
- 20.7 If it becomes necessary for the contractor to replace or renew or repair any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the portions of the Supply so replaced or renewed or repaired until the expiry of six months from the date of such replacement/ renewal/repair or until the above mentioned period of 24 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.
- 20.8 If the replacement or renewals are of such a character as may affect the efficiency of the items Supplied, the Employer and/or the Engineer shall have the right to give to the contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with the relevant clauses under Scope of Supply and Technical Specification thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor.
- 20.9 All inspection, adjustments, replacement or renewal carried out by the contractor during the period referred to in this clause shall be subject to the conditions of this contract which

shall be binding on the contractor in all respects during the guarantee and the additional warrantee period.

21 Indemnity:

- 21.1 The contractor shall, subject to the Employer's compliance with the GCC Clause.22.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility, model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of (a) The installation of the Goods by the Contractor or the use of the Goods in the Country where the site is located; and (b)The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any Part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.
- 21.2 If any proceedings are brought or claims is made against the Employer arising Out of the matters referred to in GCC Clause 22.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 21.3 If the Contractor, fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.
- 21.4 The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

22 Force Majeure:

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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. The decision of the Employer shall be final and binding in this regard.

- 22.5 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.
- 22.6 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.
- 22.7 If the Force majeure situation arises during guarantee period, unless the contractor is terminated by the employer, the guarantee period will be extended for the number of days affected by force majeure.

23 Change Orders and Contract Amendments:

- 23.1 The Employer may at any time order the Contractor through notice to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawing, designs, or specification, where Goods to be furnished under the Employer;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Service to be provided by the Contractor
- 23.2 If any such change causes increase or decrease in the cost of, or the time required for Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer's change order.
- 23.3 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.
- 23.4 Subject to the above no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No extras shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates and prices to be agreed upon mutually and upon the certification by the Employer or his Representative. Any extra expenses in addition to the amount specified in the Price Schedule which may be Incurred by The Employer in the performance of the work required owing to the neglect or omission on the part of the contractor/contractors his/their workmen in any of the cases mentioned in this contract shall be deducted from any sums due of which may therefore, become due to the contractor/contractors by the Employer or he/they may be called upon to pay the amount of such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the contractor/contractors failing to make such payment, the said amount shall be recoverable from him/them in such manner as the Employer may determine.
- 23.5 The quantities indicated in the Price Schedule are estimated only and are liable to be altered or omitted.

24 Extension of Time:

- 24.1 If at any time during performance of the contract, the contractor or its Sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, pursuant to GCC Clause 5, the contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.
- 24.2 Except in case of Force Majeure, as provided under GCC Clause 22, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 19 (Liquidated Damages), unless an extension of time is agreed upon, pursuant to GCC Clause 24.1.

25 Termination:

- 25.1 Termination for Default:
- 25.1.1 The Employer, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
- (i) If the contractor fails to deliver any or all of the Goods within the period specified in the Contract, or within the extensions granted by the Employer pursuant to GCC Clause 24 OR
 - (ii) If the contractor fails to perform any obligation under the contract or commits a default in performance of the contract OR
 - (iii) If the contractor, in the judgment of the Employer has engaged in fraud and corruption as defined in Clause 21 under Instruction to Tenderers, in competing for or in executing the contract.
- 25.1.2 In the event the Employer terminates the contract in whole or in part, pursuant to GCC Clause 25.1.1, the Employer reserves its right to take any one or more of the following actions:-
- (i) The Performance Security is to be forfeited;
 - (ii) The Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 25.2 Termination for Insolvency:
- The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.
- 25.3 Termination for Convenience:
- (a) The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the

Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) If the contract is terminated for convenience of the Employer as stated in GCC Clause 25.3 (a), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:-
- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

26 Execution of Agreement:

- 26.1 The successful tenderer will be required to execute an Agreement at his expense within 21 (twenty one) days from the date of issue of Letter of Acceptance (LoA), on proper value Kerala State Stamp Paper in the prescribed form as per Annexure-B. Agreement can be entered only after furnishing of 50 % of Security Deposit by the contractor. Upon the receipt of letter intimating award of the Contract (LoA), the Contractor shall prepare two SETS (CPCB IV PLUS COMPLIANT) (one original and one duplicate) of the Agreement as per the format attached at Annexure-B in the Tender Document, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Authority duly executed on Kerala stamp paper of appropriate value within 21 days from the date of receipt of LoA. Original of the agreement will be retained by the Cochin Port Authority and the duplicate will be returned to the Contractor after the signature of the Chief Mechanical Engineer. Additional four copies of the signed Agreement shall be submitted for the use of Engineer-in charge and the bill payment section. Failure to execute the agreement within stipulated period will entitled CoPA to cancel the LoA.

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

- 27.1 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.

28 Changes in constitution of firm:

- 28.1 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.

29 Employees of the Board not individually liable :

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

30 No Claim Certificate:

- 30.1 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-D.

31 Reporting of Accidents

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

32 Observance by Sub-Contractors

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

33. Port Entry Permission

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

34. Defect Liability/guarantee

34.1 The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability/guarantee Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee's notice. To the intent that the works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall :

- (a) Complete the work, if any, outstanding on the date stated in the Taking-Over Certificate within the date to be intimated by the Engineer and
- (b) Execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

34.3 Cost of Remedying Defects

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

- (a) The use of materials, Plant or workmanship not in accordance with the Contract, or
- (b) Where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

34.4 Uncorrected Defects.

If the Contractor has not corrected a Defect within the time specified in the Engineer's or his nominee's notice the Engineer or his nominee will assess the cost of having the Defect

corrected at the cost and expense of the contractor, and employer will be entitled to deduct any amount from the Security Deposit towards the same.

35. Personnel

- 35.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.
- 35.2 If the Engineer or his nominee asks the Contractor to remove a person who is a member of the Contractor’s staff ~~of~~ from his work force stating the reasons, the Contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

36 The Works to be completed by the Intended Completion Date

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

37 Permission to the Site

The Employer shall give permission to the Contractor to enter and use all parts of the Site required for fulfilling the terms of the contract.

Comment [VG1]: Please don't include this clause in any contract

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

SECTION III **TECHNICAL SPECIFICATIONS**

1. SCOPE OF WORK

- 1.1 The Scope of Work is for the **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”.**
- 1.2 The Bidder shall visit the site and acquaint himself with the location and site conditions before quoting.
- 1.3 The contractor shall ensure that the work shall be done as per the schedule given in the BOQ. Brief Scope of work is given below.
- (i) SITC of 250 KVA DG set at Samudrika with AMF panel after dismantling the existing 50 KVA DG set & AMF panel, raising /strengthening the existing foundation and modification/alteration of the existing roof and fencing for accommodating.
 - (ii) SITC of 82.5 KVA DG set at Port Hospital with AMF panel after constructing suitable foundation, roofing and fencing.
 - (iii) SITC of 82.5 KVA DG set at Guest House with AMF panel after constructing suitable foundation, roofing and fencing.
 - (iv) SLTC of LT cables of various sizes with end terminations.
 - (v) SITC of LT 400 A new MV panel Board at Samudrika.
 - (vi) Providing 315 A 4 pole MCCB in the existing MV panel at Samudrika Hall.
 - (vii) Plate earthing of DG sets.
 - (viii) Providing rubber sheet 3 mm thick around the DG.
 - (ix) Shifting and handing over the dismantled DG set and AMF panel from Samudrika to T&R section around 1km. away.

A. GENERAL SPECIFICATIONS OF DIESEL GENERATOR SET

The D.G SETS (CPCB IV PLUS COMPLIANT) shall have the following specification and parts which are common to both type of DG SETS

- i) 200KW/250 KVA & ii) 82.5 KVA/66 KW
 - Diesel captive generator with acoustic enclosure.
 - Volts-415V
 - RPM-1500
 - Pf- 0.8, 50 Hz
 - Phase sequence-R-Y-B
 - Connection-Star-Neutral solidly earthed.

1. ENGINE

Direct injection, 4 stroke vertical in line cylinders, liquid cooled with specified shaft output after reduction of power for engine Auxiliaries and When operating at a governed speed of 1500 RPM at NTP condition.

The engine is suitable for continuous duty and conforms to relevant BS/IS with latest amendments. The engine and DG set shall be complete with all standard accessories and fittings as detailed below and as per relevant standards.

- Fly wheel
- Fly wheel housing
- Inlet manifolds and air cleaner- dry type air filters
- Gear type lube oil pump
- Lubricating oil filter
- Lubricating oil cooler
- Mico/Bosch or equivalent fuel injection system with Injection pump, Nozzles, Governor (Mechanical)
- Fuel filter
- Fuel pre filter and water separator
- Exhaust manifold (uncooled)
- Turbochargers
- After cooler
- Electric starting arrangement consisting of:
 - Starting gear ring
 - Starter motor
 - Battery charging alternator with built-in rectifier.
- Engine protection unit for low lube oil pressure and high cooling temperature including solenoid fuel on type
- Engine instrument panel consisting of (engine mounted) Tacho cum Hour meter (mechanical)
- Lube oil pressure gauge
- Stop button, battery charging ammeter, battery charging lamp and fuse box
- Cooling system comprising of:
 - Radiator
 - Fan for radiator
 - Fresh water pump
 - Exhaust silencer (CPCB-MOEF Norms complied)
 - Stainless steel flexible exhaust bellows with end flanges
 - Fuel pipes

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- Set of standard tools
- Illustrated part list and operation and maintenance manual-1 no each
- Sheet steel leak proof horizontal cylindrical, diesel tank with stand capable of storing diesel for at least 8 hours of full load operation of the set with accessories like fuel level indicators.

2. **ALTERNATOR**

- **250KVA/ 82.5KVA** at 0.8 pf A.C, 415V, 3 phase, 4 wire, 50Hz, brush less Revolving field, self excited and self regulated, directly coupled with the diesel engine and complete with floor mounted, screen protected, drip proof type enclosure and damper windings in the pole phases in accordance with relevant BS/IS standards.
- Re-connectable windings with 12 terminals brought out for connection
- Class H insulation

3. **BASE FRAME**

- Base frame with engine and alternator mounted on the same (close coupled single bearing alternator with cross members mounted on AVM-Anti vibration mount)
- Channel iron combination – base plate to accommodate the engine and alternator with anti vibration mounting.
- Shall be fabricated in sheet metal and shall have provision for mounting of acoustic enclosure.
- Base frame shall have provision of lifting hook for convenient lifting of complete set, i.e., along with canopy, engine and alternator
- fuel tank with 8 hours full load running capacity fabricated out of CRCA MS sheet duly painted and fitted with inlet and outlet connections and easily removable for cleaning or any maintenance.

4. **BATTERY**

- 24V system with 2 x 12 V batteries, 180 AH- 2 nos.(for 250 KVA DG) & 12 V system (for 82.5 KVA DG)
- 1 set each Battery leads
- 1 No. each Exhaust Expansion Bellow

5. **ANTIVIBRATION MOUNTINGS**

- 8 nos. with bolt and friction pad (same for both type DG sets)

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6. ACOUSTIC ENCLOSURE

- Acoustic Enclosure as per CPCB norms specified in tender: (Sound Pressure Level 75 db at 1 m distance from enclosure surface under free field conditions. Acoustic arrangements shall be provided for generator to limit sound level below 75db outside) or latest as per latest CPCB norms
- Acoustic Enclosure shall be powder coated after seven-tank surface preparation process of 16 SWG CRCA MS sheet. The silent canopy shall be of nut bolt type construction
- Canopy panel and doors shall have inside lining of **FIRE-RETARDANT** foam or mineral wool as acoustic material.
- Exhaust pipe shall maintain 1.8 m clearances from the ground level.
- Hinged doors shall be provided to canopy, one door shall have glass window for control panel.
- Emergency engine stop shall be provided at a location accessible to operator.
- Earthing of generator body and neutral shall be carried out as per IS 3043/87.

7. GENERATOR CONTROL PANEL

GCP shall be floor mounted , fabricated out of 1.6mm sheet steel with one/two hinged front doors of 2 mm sheet steel bolted back / sides, totally enclosed and vermin proof.

GCP shall consist of

1. Suitably rated 4P Microprocessor Based MCCB with spreader links and UV release (for 250 KVA & 82.5 KVA generators)
2. Indication lamp for 3 phases , running and on load conditions
3. Voltmeter/Ammeter in 3 phases with CT.
4. Frequency meter
5. Wh meter & Hour meter.
6. Standby low set E/F relay using CT at neutral earthing conductor.
7. Copper Bus bars with suitable capacity with incoming/ outgoing terminals
8. Instrument Fuses duly wired and ferruled
9. Earthing studs
10. Earth Fault Relay.
11. Water and lube oil drain outlets located on the outer surface

8. GENERAL SPECIFICATIONS OF AMF PANEL

(For 250 KVA/ 82.5 KVA Generator)

The purpose of providing AMF Relay is to switch over to generator supply automatically in the event of failure of bulk supply and isolate the bulk supply. When bulk supply resumes, the generator supply shall be put off automatically, after providing a time delay.

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- 1) Incoming isolation shall be provided between grid and generator supply through 500A MCCB for **250 KVA** and 200A MCCB for **82.5 KVA** with spreader links with over current, earth fault protection etc. Other items shall be designed as per the MCCB ratings given above.
- 2) The change over from bulk supply to generator supply shall be effected through 500A, 4P & 200 A, 4P contactors respectively for 250 KVA & 82.5 KVA DG sets with electrical interlock.
- 3) The following arrangements shall be provided in the AMF panel
 - a) 4P, 500 A & 4P, 200 A, Heavy duty contactors having Electrical interlock with its control circuit, battery and battery charging circuit shall be provided respectively for 250 KVA & 82.5 KVA DG sets.
 - b) Flush mounting Analog meters with selector switches to measure Voltage (0 to 500V), current (0-200A for 250 KVA Generator & 0-100A for 82.5 KVA Generator) in three phases, PF and frequency. Digital type KWH meter with seven segment Bright red LED display of class 1 accuracy with keyboard for viewing different values, complete with required no of resin cast CTs 200/5A, 15VA class 1 accuracy – 2 sets for 250 KVA DG Set & 100/5A, 15VA class 1 accuracy – 2 sets for 82.5 KVA DG Set
 - c) Cu Busbar : Of Adequate capacity considering current carrying capacity of 1.2 A/sq.mm.
 - d) Over voltage relay, Under Voltage relay, Oil surge relay & Shunt trip release
 - e) 1 set of ON/OFF indication lamps
- 4) Time delay of minimum 10 seconds shall be provided for change over of supply in both directions.
- 5) Control wiring diagram shall be affixed inside the AMF relay panel
- 6) Silent battery charger shall be provided for AMF relay panel

When the engine is in the running condition following parameters of the engine shall be monitored and necessary alarm circuit shall be activated and engine shall be tripped if the fault in the engine persists.

- a) Lubrication oil temperature
- b) Speed of generator
- c) Fuel pressure
- d) Voltage condition in the alternator
- e) Load current
- f) Bulk supply status
- g) Generator start failure

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

- h) The generator shall be started within 3 to 4 attempts and if it fails to start within this time generator start failure indication shall be exhibited in the panel. Over load protection and short circuit protection shall be taken care by the AMF relay.

Manual operation facility shall also be provided in the AMF panel. The start/stop pushbutton shall be provided for starting/stopping the engine in the manual mode. All the protection for over voltage, over current, high engine temperature shall also be provided in the manual mode also.

Following indication shall be made available in the AMF relay panel:

- a) Main supply 'ON'
- b) Main MCCB 'ON'
- c) Generator supply 'ON'
- d) Generator MCCB 'ON'
- e) Generator start fail
- f) Low oil pressure
- g) Temperature high
- h) RPM fail
- i) Generator overload
- j) Fuel tank low level
- k) Generator voltage fail
- l) Alarm

APPROVED MAKE

Sl.No	ITEM	APPROVED MAKES
1	DIESEL ENGINE	KIRLOSKAR, CUMMINS, GREAVES COTTON, CATTERPILLAR, ASHOK LEYLAND, MITSUBISHI, VOLVO, MAHINDRA.
2	ALTERNATOR	CROMPTON GREAVES, STAMFORD, LEROYSOMER, KIRLOSKAR, KEL, BHEL
3	1.1 KV XLPE CABLE	CCI / INCAB/ UNIVERSAL/ RPG/ NICCO/ TORRENT / POLYCAB / PARAMOUNT/ KEI / HAVELLS / FINOLEX / V-GUARD/ L&T / PRIMECAB / RR KABEL / GLOSTER
4	CABLE TERMINATION KIT	RAYCHEM /MAHINDRA / DENSON/3M/CCI / CABSEAL
5	ENERGY METER / AMMETER / VOLTMETER	SIMCO / MECO/ L&T/ HPL/ AE / RISHAB / SCHNEIDER / SECURE /SOCOMEK / CONZERVE /SIEMENS/ABB/C&S
6	RELAYS	ABB/ L&T/ SIEMENS / RISHAB / GE /SCHNEIDER / ALSTOM / EASUN REYROLLE / C&S
7	CURRENT / POTENTIAL TRANSFORMER	INTRANS/ KAPPA/ INDUS/ CG/ CYRO/ABB/BHEL/CG/ MEGAWIN/TRANSDDELTA / KEL

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8	MCCB / MCB / CONTACTOR / TIMER	LEGRAND / MERLIN GERIN / MK / ABB/ INDOASIAN / L &T / SIEMENS /SCHNEIDER / HPL
9	BATTERY	EXIDE / AMARON / PRESTOLITE / AMCO / STANDARD FURUKAWA
10	BATTERY CHARGER	WAVES ELECTRONICS / DUBAS / AMAR RAJA / TATA LIEBERT / NUMERIC /SAFE POWER /APC / GE / DELTA / ELNIX / DB POWER
11	PVC CONDUIT PIPES	BALCO/ ATUL/ GEO/ CLIPSAL/ PRECISION/ AVONPLAST/ KONSEAL
12	HDPE PIPE/ FLEXIBLE HOSE	KONDOOR or any other make with BIS
13	MODULAR SWITCHES/ PLUG SOCKETS	ANCHOR/ MK/ LEADER / CRABTREE/SIEMENS/ FINOLEX/LEGRAND/ABB / INDOASIAN
14	MV PANEL / DISTRIBUTION BOARD	ABB/ INTRANS/ MEGAWIN/HESSEL/ WAVES/POWER CONTORLS / ABB /L&T/ SIEMENS/SCHNEIDER /HENSEL/MENNEKAS/HAGGER/ IMPERIAL

B. FOUNDATION AND ROOFING FOR THE DG SET

The approximate dimension details of the foundation and fencing are giving in the drawing attached.

The foundation for the DG set shall be done with M25 concrete and steel reinforcement With Fe 500 steel bar with minimum 12 mm dia. for main bar with suitable stirrup. RCC slab shall be provided inside the fencing area of minimum 30 CM thick as shown in the drawing for placing the DG set. For Fencing the main supports shall be done with minimum 40 mm GI class B pipe with minimum one meter apart. For roofing the outer frame supports shall be of 40 mm GI class B pipe. The intermediate supports for roofing shall be of GI pipe with minimum 30 mm GI class B pipe. The side sheet cover at top shall be given for preventing rain water getting inside the fencing as per the site condition. Necessary ridges, J. or L hooks, bolts, nuts, G.I. limpet etc shall be provided for fixing the sheet. Over and above the foundation for the DG set shall be done with also the approved design and recommendation of the OEM/supplier and according to the site conditions. Corrugated powder coated Al sheet of Minimum .46MM shall be used for roofing. The structure shall be painted with Epoxy paint after providing Primer.

C. RAISING OF EXISTING DG ROOM ROOF AT SAMUDRIKA FOR ACCOMMODATING THE NEW 250 KVA DG INCLUDING FOUNDATION

The existing DG Room Roof at Samudrika has to be raised for accommodating the new 250 kVA DG with Suitable GI Pipes/ Angles/ Mesh/ Corrugated powder coated Al sheet of Minimum .46MM etc. After raising the Roof the room shall be made good for prevention of Rain water inside the Room. Sufficient clearance shall be given from the top of the new DG set and roof as per norms. The structure shall be painted with Epoxy paint after providing Primer. The DG set shall be placed on the RCC foundation slab of suitable thickness for proper functioning of DG set. Exhaust pipes shall also be placed as per the norms.

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SECTION -IV **ANNUAL MAINTENANCE CONTRACT**

The Annual Maintenance Contract shall cover all the items as per Schedule – B1.

The contractor should enter into a 5 years AMC with the Port Authority, after the successful completion of 2 years guarantee period, for the upkeep of the system and the cost of the same should be shown separately for each year in the price schedule (Schedule-B 2).

1. The AMC is a non-comprehensive one and hence the Bidder shall submit in the Bid, the list of major and essential spares with rates that may be required during the 5 years AMC period.
2. Engine, Alternator and AMF panel Board is included in the AMC Contract. The Bidder shall submit an undertaking from the OEM of the Engine, Alternator and AMF panel Board that they will support the Bidder with the required spares for at least 7 years from the date of commissioning of the DG set at CoPA site.
3. The AMC period will start on immediate completion of the guarantee period of the work. The AMC rates shall include the service charges for carrying out periodical performance inspection and routine maintenance of the engine and alternator.
4. The Contractor shall give the instruction manuals with the format of the log book to be maintained pertaining to day-to-day maintenance and performance of the DG Set/Engine as per OEM recommendations.
5. The Contractor shall impart necessary training to the CoPA employees for conducting day to day maintenance and for the upkeep of the DG sets.
6. During the AMC period, the routine/usual visit/ inspection/preventive maintenance should be done **at least once in a month** and the report submitted to the Dy. Chief Mechanical Engineer (Electrical). This visit shall be done with the permission/in the presence of the officer concerned and should cause only minimum disturbance to the functioning of the system. The AMC service Engineer shall carry out the service during the time between **9 am to 4 pm** on any working day of the month, preferably in the first week of each month.
7. **Any consumables like Lube oil, Diesel, Grease, Cleaning materials and all spares required for carrying out maintenance and rectification of defects, will be provided by CoPA.**
8. During each visit, after completing the job, the Contractor shall submit the service report to CoPA, as a token of confirmation that the visit as per contract has been made and engine has been attended to.
9. During the AMC period, if any spares are found to be replaced for the healthy running of the DG set/ AMF panel, the contractor shall intimate to CoPA and arrange the genuine spares

from the OEM and payment will be given on submission of invoice by the Contractor duly supported with OEM bill.

10. During each visit the AMC Service Engineer shall inspect and carry out the following works.

- a) Drain Lube Oil from the Sump, Lube Oil Cooler etc. and clean the Sump Strainer if necessary as per the suggestions illustrated in the operating instruction manual.
- b) Renew Lube Oil and L O filter Elements if required.
- c) Refill the Sump with recommended grade of Lube Oil and prime the lubricating system, if required.
- d) Check Coolant Level and add recommended Coolant additives if necessary.
- e) Check and tighten all external bolts and nuts.
- f) Replace fuel Filter Elements as per recommended procedure.
- g) Check and correct tightening of all Hoses and Clamps.
- h) Check and adjust Belt Tensions or replace the belts as required.
- i) Check and tighten the terminals at Control Panel and EPU.
- j) Check and adjust Tappet clearance as required.
- k) Check and tighten Engine Bearer Cap Screws.
- l) Carryout Air Cleaner maintenance as required.
- m) Check and record Engine Performance Parameters.
- n) Check and correct external leakage.
- o) Check Engine Protection Systems for proper functioning.

11. **Payment for AMC** – The AMC charges shall be released on successful completion of AMC on half yearly basis subject to the certification of Engineer in charge.
12. Upon written intimation/ intimation over telephone of a complaint/ defect (during the guarantee/AMC period, the contractor should send representative(s) to attend the defects immediately, but not later than 2 hours. If the equipment become nonfunctional beyond the period of 12 hours due to delay in rectifying the defect, proportionate deduction on pro rata basis shall be effected from the running bill of the contractor on AMC charges.
13. During the AMC period of 5 years, if the system as a whole or any accessory/ equipment/ item of the system is rendered non-operational a penalty @1% of the AMC amount for the year per week or part thereof will be levied for the non-operational days, the maximum of which shall be limited to 10% of the AMC contract value for that year. Hours of non functionality in different spells will be accumulated to arrive at a day or a week. Day shall mean an English Calendar Day and seven such calendar Days will be a week. The amount so deducted shall be in addition to the deduction of AMC amount due to the contractor as mentioned in clause No.19 of GCC. If the contractor fails to provide maintenance within reasonable time of intimation of the defect, then the employer may after giving notice of at least 2 days, rectify the defect by substituted performance through a third party or by its own, and, recover the expenses and other costs actually incurred, spent or suffered by him, from the party committing such breach.

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However the routine maintenance with prior approval shall not be counted for arriving at the availability of the system.

14. The Port Authority shall have the option to terminate the Annual Maintenance Contract, any time before the completion of the AMC period. In such cases, only pro-rata AMC amount will be paid. If any disputes arise, the same shall be settled through the Courts in Kochi.

15. Security Deposit: The successful bidder is required to submit Security Deposit equivalent to **10%** of the total AMC cost within 21 days from the date of issue of AMC Order, to guarantee fulfillment of performance and the obligations of the AMC contract, furnished in the form of Account Payee Demand Draft, Banker's cheque, Bank Guarantee from a Nationalized bank/ Indian Scheduled Commercial bank [*in favour of FA&CAO, Cochin Port Authority, encashable at Cochin*] or online payment to the designated bank account of CoPA in an acceptable form safeguarding the Purchaser's interests in all respects.

- (a) 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 AMC period.
- (b) Cochin Port is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- (c) In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port upon demand.

The security deposit furnished towards **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels with 2 years guarantee”** will be released and returned only after submission of SD and execution of Agreement for AMC.

16. **Agreement:** Upon the receipt of letter intimating award of the Contract (LoA) for AMC, the Contractor will be required to execute an Agreement at his expense within 21 (twenty one) days from the date of Letter of Acceptance (LoA), on Kerala State Stamp Paper of appropriate value in the prescribed form as per Annexure-B. Agreement can be entered only after furnishing of Security Deposit by the contractor. Contractor has to prepare four sets (one original and three duplicates) of the Agreement as per the format attached at Annexure-B in the Tender Document.

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SECTION V

GENERAL DESCRIPTION OF WORK

1. General Description

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 scope of this tender includes, **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”**

3. Site Conditions

Location

The project area is at various locations in Willingdon Island, Cochin-682009.

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 and during this period. The hot months are from March to May.

4. Time Schedule and monitoring of progress

The contractor will be required to furnish a phased programme of the works as to how he intends to complete the work to the Employer within 7 days from the date of receipt of the Work Order/Letter of Acceptance from the Employer as mentioned in Clause no.6.2 of GCC.

5. Facilities to be provided by the Port

Electric power required for the work can be supplied by the department from the nearest existing line of the Port Authority 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 photograph 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 Authority 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 Authority 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 Authority. 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 Authority 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 Authority, 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 Authority.
- 6.29 The contractor shall comply with all the provisions of the Indian Employees 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 maybe 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. LoAs shall be issued only to the contractors who are registered under EPF organization and ESI Corporation. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.
- 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 this 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 and work.**

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.

10. Working time

The normal working time of the Port Authority 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 are found necessary the contractor shall obtain approval from the Engineer-in-charge of work for such modifications or changes in the method. No claim from the contractor for additional payment shall be entertained by the department on the above account.

The detailed list of equipment/machineries/tools & plants proposed to be mobilized for the deployment in the work as furnished as per **Annexure-7** of Section- I and method of execution furnished under clause above, are considered only for the technical appreciation of the proposal of the contractors and its 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 mobilized 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

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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, are reasonable and proper having regard to the circumstances. The contractor shall give to the Employer before the tenth day of every month, a statement in writing of any extra work which he may have performed during the preceding month, failing which any claim for which he may afterwards make for payment on account of any such extra work will not be allowed.

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SECTION VI

CONTRACT DATA

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

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

Sl. No.	Description				Reference Clause No. In GCC
1.	The Schedule of Key personnel				(35)
	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery In case of non compliance	
2	The Employer is:				(1)
	THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, Cochin -9				
	Name of Authorized Representative:				
	Name: B. Kasivishwanathan, IRSME, Chairperson, Cochin Port Authority, Cochin -9				
3	The Engineer is				
	Name: Shri. V. Thuraipandian				
	Chief Mechanical Engineer, Cochin Port Authority, Cochin-9				
	Name of Nominee is :				
	Name: will be nominated later				

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Sl. No.	Description	Reference Clause No. in GCC
4	<p>Name of Contract: Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC</p> <p>GeM Bid no:</p>	
5	4 copies of Contract Agreement shall be furnished by the Contractor	[26]
6	Tender document and other data are available at Cochin Port web site, CPPP and GeM portal	
7	The Intended completion Date for the whole of the Work is 120 days from date of issue of LoA with the following milestones:	(36)
8	Milestone dates:	
	<table border="1" style="width: 100%;"> <tr> <td data-bbox="302 999 686 1079">Physical works to be completed</td> <td data-bbox="686 999 930 1079">120 days from the date of Issue of LoA</td> </tr> </table>	
Physical works to be completed	120 days from the date of Issue of LoA	
9	<p>The following shall form part of the Contract Document:.</p> <ol style="list-style-type: none"> (1) Agreement (2) Letter of Acceptance and notice to proceed with works (3) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (4) Contractor's Bid (5) Contract Data (6) Conditions of Contract like ITT, GCC, Scope of work, Technical Specifications, General Instructions etc. (7) Bill of quantities and (8) Any other documents listed in the tender as forming part of the Contract 	(2.3)

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Sl. No.	Description	Reference Clause No. in GCC
10	The Contractor shall submit a Program for the Works within 7 days from the date of receipt of the Letter of Acceptance from the Employer.	(6.2)
11	The site permission date Required permission will be given to the site within 7days after issue of LoA	(37)
12	The start date shall be the date of issue of the Letter of Acceptance (LoA)	(1)
13	The site is located at W/Island, Cochin 682009.	
14	The Defect Liability Period/ guarantee period is twenty four (24) months from the date of completion of the work and acceptance by Employer.	(34)
15	The minimum insurance cover for physical property, injury and death is Rs.10 lakhs (Rupees Ten Lakh only) per occurrence with the number of occurrences unlimited. After each occurrence Contractor will pay additional premium necessary to make insurance valid always.	(15)

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**SECTION VII
BILL OF QUANTITIES
SCHEDULE B1**

Sl. no.	Item Description	Unit	Qty	Rate(Rs.)	Amount(Rs.)
1	Supply, Installation, Testing and commissioning (SITC) of DG Set 250 KVA as per latest norms and annexure.	No.	1		
2	SITC of DG Set 82.5 KVA as per latest norms and annexure.	No.	2		
3	SITC of New AMF Panel for 250 KVA DG Set with 4 pole 400 A MCCB's, 400 A 4 Pole contactors, Cu bus bar, metering, V/A meter etc. as per CEA / KSEB standards	No.	1		
4	SITC of New AMF Panel for 82.5 KVA DG Set with 4 pole 200 A MCCB's, 200 A 4 Pole contactors, Cu bus bar, metering, V/A meter etc. as per CEA / KSEB standards	No.	2		
5	Supply and fixing of MS Exhaust pipe using 150mm dia. With proper MS angle supports, finished with heat resistant type aluminium paint at the specified height as per standards for 250 KVA DG set with GI supports etc. as per the requirements.	Mtr	7		
6	Supply and fixing of MS Exhaust pipe using 100mm dia. With proper ms angle supports, finished with heat resistant type aluminium paint at the specified height as per standards for 82.5 KVA DG set with GI supports etc. as per the requirements.	Mtr	12		
7	Modification/ Alternation of Existing DG room at BTP substation by raising the roof to accommodate the new 250 DG set	LS	1		
8	Supply of materials for Providing RCC slab/resurfacing with supply of materials as required in existing DG room for erecting new 250 KVA DG set	Cum	1		

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

9	Supply of materials for Foundation, RCC slab for placing DG with Powder coated AL sheet Roofing, GI supports , truss works, gate etc. for DG Sets & AMF Panels housing.	SQM	13.5		
10	Providing plate earth stations using 600x600x3mm CU plate, 38mm GI pipe including all materials, related plate earth stations, excavation of soil, refilling and fixing 300x300mm light duty manhole CI cover etc. including supply of all items as per IS.3043	No.	3		
11	Providing earth stations using 50mm GI pipe including all materials related plate earth stations, excavation of soil, refilling and fixing 300x300 mm light duty manhole cover etc. including supply of all items as per IS.	No.	6		
12	Supply and providing of earthing conductors of 40 x 5 mm GI strip including insulation and necessary accessories, clamping to walls, cables etc. as required.	Mtr	70		
13	Supply and Providing rubber sheet 3 mm thick, 1 M width with suitable size under the DG set housing/ enclosure.	Mtr	9		
14	Supply and laying of 100 MM X 5MM thick HDPE pipe	Mtr	90		
15	Supply of Cables of the Following :				
(i)	3.5 CX 300 Sqmm XLPE AL FR UG cable.	Mtr	110		
(ii)	3.5 CX 150 Sqmm XLPE AL FR UG cable.	Mtr	70		
(iii)	6C X 2.5 Sqmm XLPE CU FR UG cable.	Mtr	50		
16	Laying of LT UG cables				
(i)	Laying of LT UG cables of size 3.5CX 300 sqmm AYFY by clamping through Wall ,trench etc. including new and existing cables.	Mtr	110		
(ii)	Laying of LT UG cables of size 3.5CX150 sqmm AYFY clamping , trench etc. including new and existing cables.	Mtr	70		
(iii)	Laying of LT UG cables of size 6CX1.5 sqmm Copper Armoured Cable	Mtr	65		

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

17	SITC of LT Cable termination for the following				
(i)	3.5 CX 300 Sqmm XLPE AL FR UG cable.	No.	6		
(ii)	3.5 CX 150 Sqmm XLPE AL FR UG cable.	No.	9		
(iii)	6CX 4Sqmm XLPE CU FR UG cable.	No.	6		
18	SITC of MV panel with 400A 4P MCCB, LSIG Micro processor control protection , with RYB indicator, ammeter with selector switch , Spreaders, Rotary handle etc. for connection the cables from new DG to the existing MV panel at Samudrika hall, made with 1.6 mm thick sheet steel enclosure (IP54) duly powder coated complete etc. as required	No.	1		
19	Supply and fixing of 315A, 36 KA , 4P , LSIG MCCB in the existing MV panel at Samudrika hall by replacing old MCCB , including rotary handle, spreader and all fixtures etc. in complete.	No.	1		
20	Dismantling the existing 50 KVA DG set and AMF panel at BTP substation including disconnection of LT cables etc. and shifting to T&R Electrical Section.	LS	1		
	SCHEDULE B2- Rates for the Annual Maintenance Contract for five years after 2 year guarantee period				
	First Year Guarantee		0		
	Second Year Guarantee		0		
	First Year AMC	LS	0.8163		
	Second Year AMC	LS	0.7629		
	Third Year AMC	LS	0.7130		
	Fourth Year AMC	LS	0.6663		
	Fifth Year AMC	LS	0.6627		
	Evaluation of price for AMC for 5 years will be carried out at the Discounted Factor of 7%.				

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-1

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

Date:

To

The Chief Mechanical Engineer,
Cochin Port Authority.

Sir,

Sub : Tender for **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”**

Being duly authorized to represent and action behalf of.....

(Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

1. EMD/ MSME Udyam registration certificate along with QR code
2. Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary
3. Organization Details
4. Proof of experience in support of MQC
5. Proof that the tenderer is an Original Equipment Manufacturer (OEM) or authorized dealer
6. Financial documents in support of MQC1
7. Copies of PAN, GST Registration and Bank Information for e-payment.
8. Declarations

Signature

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure- 2

PROFORMA OF POWER-OF-ATTORNEY/LETTER OF AUTHORITY

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

To

The Chief Mechanical Engineer,
Cochin Port Authority,
Cochin-682009,
Kerala, India.

Dear Sir,

We _____ do here by 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 bid on our behalf with you against Tender for **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”**

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

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-3

ORGANIZATION DETAILS

CONTRACT No.:

NAME OF APPLICANT:

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

In own Country:

Internationally:

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

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

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

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

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

Signature
(Authorised Signatory)

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-4a

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

ELIGIBLE ASSIGNMENT DETAILS FOR MQC

Assignment Number:

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

Instructions:

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

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

- a) Details of work involved specifying the nature of work
 - b) The completion cost of the work and
 - c) Date of commencement; and
 - d) Date of completion of the work.
- vi) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
 - vii) If the experience in similar works is as a subcontractor, notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.
 - viii) If the experience in similar work is in works executed in private sectors/organizations, the Form 26 A along with notary attested copy(s) work order and completion certificate.
 - ix) The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

Signature
(Authorized Signatory)

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-4b

DETAILS OF PAST EXPERIENCE OF CONTRACTORS FOR SIMILAR WORKS

Sl. No.	Name & Location of Project	Owner's Complete address including Tele Fax No. with contact Person	Value of Contract	Duration of Contract			Details of work including major items of work involved	Reference No. & Date of letter of intent & completion certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date		
1	2	3	4	5	6	7	8	9

Note: Bidder to enclose completion certificate issued by owner, certified by a Notary public or equivalent certifying authority.

SIGNATURE OF TENDERER

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-5

FINANCIALCAPABLITY

(A) Average Annual Turnover of the Bidder

Turnover(Rs.)			
Year1	Year2	Year3	Average
2021-22	2022-23	2023-24	

Instructions:

The Bidder shall submit either of the following along with the bid.

(I) A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years

OR

(II) Annual Accounts duly certified by a Chartered Accountant.

Signature

Certified by Chartered Accountant
(with UDIN (Unique Document Identification Number)
while certification with QR code if available.)

(Authorized Signatory)

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure - 6

DETAILS OF PROPOSED APPROACH & METHODOLOGY

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a programme showing sequence of operation and the time frame for various segments of works.

Signature

(Authorised Signatory)

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure - 7

PLANT AND EQUIPMENT PROPOSED FOR THE WORK

Signature

(Authorised Signatory)

Annexure-8

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.
2. 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.
3. 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.
4. 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
(Authorized Signatory)

**Note: Delete whichever is not applicable.*

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-9

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

Name of the Party :

Bank A/c No :

Account type :

(Savings/Current/Overdraft) Bank Name:

Branch :

IFSC Code Number :(11digitcode)

Centre(Location) :

FAX No. :

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

Mobile No :

Signature
(Authorised Signatory)

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-10

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

Signature with seal
(Authorised Signatory)

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-11

~~PROFORMA OF PRE CONTRACT INTEGRITY PACT~~

DELETED

Annexure-12

PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

No. _____ Dated _____.

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

In favour of

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

Whereas M/s. _____, a Company registered under the provisions of _____ having its registered office at _____ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns, has bid for the work (hereinafter referred to as “the Work”).

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

Now this deed witnesseth that in consideration of the premises, We, _____

_____ Bank hereby declare, undertake and agree as follows:

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

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

- a) The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Port Authority is disputed by the Bidder or not.
- b) This Guarantee shall remain in full force for a period of 148days from (date)*____or for such extended period as may be mutually agreed between the Port Authority and the Bidder and shall continue to be enforceable till all amounts which are demanded by the Port Authority under this Guarantee are paid.
- c) In order to give full effect to this Guarantee, the EMPLOYER shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the EMPLOYER against the Bidder or forbear or enforce any of the terms and conditions relating to non-compliance of the Tender Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the EMPLOYER or any indulgence by the EMPLOYER to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- d) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- e) The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under——
In Witness whereof the Guarantor has set its hands here unto on the day, month and year first hereinabove written.

Signed and Delivered by _____Bank by the hand of Shri_____its_____
_____and authorized official

*Fill in the scheduled date of submission of bid.

Annexure 13

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

(To be executed on non-judicial Stamp Paper of Rs.200/-)

[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 MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, having PAN Card No. AAALC1134F (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 Cochin Port Authority, its successors and assigns) having agreed to exempt ----- (Name of the Contractor/s) (hereinafter called the "Contractor")'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, (Name of Bank), (Name of Branch), do hereby 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, (Name of Bank and Branch) further agree with the Board 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 _____ 2024

For (Name of Bank)

(Name)

Signature

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-14

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

AGREEMENT No. OF.....

Sub: **Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”**

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

Whereas the “Employer” had called for the tenders for the **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”** and the Contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc.

And whereas the said tender of the Contractor has been accepted by the Employer and Letter of Acceptance (LoA) No..... dated..... has been issued to the Contractor accepting their tender for the work of **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”** subject to Instructions to Tenderer, General Conditions of Contract, Scope of Supply & Technical Specification and such other Contract Documents. And as per one of the terms of the above LoA, an agreement has to be executed between the Contractor and the employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

The Contractor hereby agrees for the **“Supply, installation, testing & commissioning of 1 no. 250 KVA DG set & 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC”**as described in the schedule, its annexure etc. at the rates shown there under subject to INSTRUCTIONS TO TENDERER, GENERAL

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

CONDITIONS OF CONTRACT, Scope of supply & Technical Specification and such other conditions, all here unto annexed within 120 (One twenty) days from the date of receipt of LoA or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The Contractor has furnished a Bank Guarantee for Rs.....(Rupees ----- only)vide Bank Guarantee No..... dated..... from.....Bank in lieu of Security Deposit for the due and proper fulfillment of the contract encashable in Cochin. The supplier further agrees that the aforesaid Bank Guarantee will be kept valid until two months beyond the expiry of the Guarantee period. The supplier also agrees that the Bank Guarantee furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 10% of cost of any additional items/works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the supplier's bills.

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

(list of relevant documents- will be furnished by Port)

The Conditions given in the LoA dated..... shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the Contractor shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

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

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

CONTRACTOR.....
(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

- 1.4 Signature with address:
- 1.5 Signature with address:

Signed, sealed and delivered by the Chief Mechanical Engineer,
Cochin Port Authority
On behalf of EMPLOYER
Board of Major Port Authority for the Port of Cochin.

Signed and affixed the common Seal of Board of
Major Port Authority for the Port of Cochin in the presence of

- 1)
- 2)

Supply, installation, testing & commissioning of 1 no. 250 KVA DG set and 2 nos. 82.5 KVA DG sets (CPCB IV PLUS COMPLIANT) with AMF panels at various locations of Cochin Port Authority in Willingdon Island with 2 years guarantee and thereafter 5 years AMC

Annexure-15

No Claim Certificate

(On Company Letterhead)

To,

(Contract Executing Officer)
Cochin Port Authority

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 Authority for ----- under the above mentioned contract agreement, between us and Cochin Port Authority. 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 Authority, 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: