



**COCHIN PORT AUTHORITY**

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**TENDER DOCUMENT FOR**

**OPERATION OF 15TON ELL CRANE, OPERATION AND  
MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE  
FIGHTING INSTALLATIONS AT THE GOI JETTY / OFFICES AT  
WILLINGDON ISLAND FOR A PERIOD OF TWO YEARS, EXTENDABLE  
BY ONE YEAR AT THE SAME TERMS & CONDITIONS AT THE  
DISCRETION OF COPA**

**(TECHNICAL BID)**

**COCHIN PORT AUTHORITY  
CHIEF MECHANICAL ENGINEER'S OFFICE  
COCHIN-682 009**



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Tele: 91-0484-2666639/0484-2582300

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

**Section-I**  
**Notice Inviting Tender**

1. 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/ Partnership firm, meeting the Minimum Qualification Criteria specified below for **“Operation of the 15Ton ELL crane, Operation and Maintenance of Electrical, Mechanical and Fire Fighting Installations at the GoI jetty / offices at Willingdon Island for a period of Two Years, extendable by one year at the same terms & conditions, at the discretion of CoPA”**. 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.

2. **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 maintenance contract works involving **Operation of Crane and Operation & Maintenance of Mechanical, Electrical, Fire Fighting installations in offices/multi storied buildings /Malls/ industrial establishments/ marine structures / Hospital complex/ Guest houses etc in a single contract for a period of minimum two years as detailed below, to their Clients during the last 7 (seven) years ending on 31/07/2024;**

- (a) Three contract works, each costing not less than **Rs.1,53,01,600/- OR**
- (b) Two contract works, each costing not less than **Rs.95,63,500/- OR**
- (c) One contract work costing not less than **Rs.76,50,800/-**

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. The experience having carried out the work under subcontract to the main contractor will not be considered.

- ii. **Financial Turnover**

Average annual financial turnover should be at least **Rs.57,38,100/-** during the last three (3) years, ending 31<sup>st</sup> March 2023 [2020-'21, 2021-'22, 2022-23]. This may be furnished in the Proforma in ‘Annexure-5’ of the tender document.

- iii. **License**

The bidder should possess valid ‘A Class’ Electrical Contract License issued by any State/ Central licensing authority **or** the bidder should carry out the maintenance of electrical works through a licensed A Class or B Class contractor depending on the category of electrical installations. An undertaking to this effect shall be submitted in a stamp paper of Rs. 200/- while submitting the bid.

### Explanatory Notes:

Note 1: Operation and Maintenance shall also include Annual Maintenance Contracts comprising the works mentioned in para 2 (i) above.

Note 2: 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**

<b>Year before</b>	<b>Multiplying factor</b>
One year [2023 ]	1.07
Two years [2022]	1.14
Three years [2021]	1.21
Four years [2020]	1.28
Five years [2019]	1.35
Six years [2018]	1.42

Note 3: Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of Form 26AS.

Note 4: 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 completed the assignments/ works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. Details of such contracts shall be furnished as per Annexure-4a & 4b.

Note 5: In the case of ongoing Multiyear Maintenance Contract, the experience of completed years will be considered proportionately, subject to the submission of completion certificate from the client certifying that the bidder has completed the part of the contract satisfactorily. No partial completion for a period of less than one year will be considered.

Note 6: A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2020-21, 2021-22 and 2022-23) 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.

3. Eventhough 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.

4. 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:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
1.	Tender e-publication date	27/08/2024
2.	Download period of tender documents	17:00 hrs. on 27/08/2024 to 17:00hrs. on 17/09/2024
3.	Date of pre-bid meeting	05/09/2024 11:00 hrs
4.	Last date for seeking clarification	05/09/2024
5.	Likely date for uploading the addendum/ clarification if any,	09/09/2024
6.	Last date and time of submission of bid	<b>17/09/2024 at 17.00 hrs.</b>
7.	Date and time of opening the bid	<b>17/09/2024 at 17.30hrs.</b>

**Table 2**

(ii) Bid information:

i)	Estimated Amount put to tender for <b>two years</b>	<b>Rs.1,91,27,015/-</b> including GST (Rupees One crore ninety one lakh twenty seven thousand and fifteen only)
ii)	Earnest Money Deposit. (Exemption shall be given as per <b>Clause 9</b> below)	<b>2% of estimate amount: Rs.3,82,540/- (Rupees Three lakh eighty two thousand five hundred and forty only)</b> (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", payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects)
iii)	Validity period of tender	90 days from the last date for receipt of tenders
iv)	Period of Contract	Two Years from the date of commencement of the work
v)	Commencement date	The actual date of commencement of work or 7 <sup>th</sup> day from the date of issue of Work Order, whichever is earlier

**Table 3**

5. The scope of work includes the following works:

- (i) Operation and routine maintenance of Electrical, Mechanical and Fire fighting installations at the Main Jetty, Approach Trestle, Pump house, Technology building, Security cabin, Connecting bridge, installations at B&C sites etc. of the GoI in W/Island
  - (ii) Operation of electrically operated 15Ton ELL crane in 2 shifts in a day
  - (iii) AMC of VRF ACs, CCTV, Video Conference system, UPS, DG set, diesel engine and pump, split A/c units, EPABX etc.
  - (iv) Routine Maintenance of CR 100 Rail and Rail Track of 15T ELL crane at Amba Jetty, which includes Cleaning of 400mtr. Rail Track and trench area, Monitoring/ checking the condition of Crane Rail Trench, Crane Rail System and Crane Rails as per the Format enclosed, including Maintenance/ replacement of GR Pad (Girder Rail) and providing corrosion protection coating of metal components in CR 100 Rail, if found required during inspection as per the direction of Engineer at site.
  - (v) Operation & maintenance of fresh water system.
  - (vi) Operation & maintenance of fenders & pontoons.
- The contractor shall ensure that the work shall be done as per the scope of work.

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. For proper uploading of the bids on the portal namely <https://gem.gov.in/> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to appraise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting GeM, through e-mail to: helpdesk-gem@gov.in or call on Toll Free Numbers (Inbound): 1-1800-419-3436/ 1-1800-102-3436 (9:00am-6:00pm Mon to Sat) Help Desk Out bound No's: +911244875125 & +917556685120, as and when required, contact details are also mentioned on the Bid Information Sheet. The Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section 2 - ITB of the Bidding Documents.

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 bidders have to execute an “Integrity Pact”(IP) as per the format enclosed in the tender document and also available in the CoPA’s website [www.cochinport.gov.in](http://www.cochinport.gov.in). The Tenderer should sign and upload the “Integrity Pact” duly signed in all the pages duly affixing the firm’s seal, in techno-commercial bid. Bids not accompanied by a duly signed “Pre-Contract Integrity Pact” shall be liable for rejection.
11. The Independent External Monitors (IEM) for Cochin Port are as follows:
  - 1) Shri. M J Joseph, ICAS (Rtd.)  
37, Da Costa Square, 3rd Cross,  
Cooke Town, Bangalore – 560 084  
Email: [joseph.iem@cochinport.gov.in](mailto:joseph.iem@cochinport.gov.in)
  - 2) Shri. Punati Sridhar, IFoS(Retd)  
8C, Block -4, 14-C Cross,  
MCHS Colony, HSR 6th Sector,  
Bangalore -560102  
Email ID :[sridhar.iem@cochinport.gov.in](mailto:sridhar.iem@cochinport.gov.in)
12. 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.
13. The undersigned reserves the right to reject/cancel/postpone/annul the tenders at any stage of the tender, which will be binding on all bidders.
14. This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.

**Sd/-**  
**CHIEF MECHANICAL ENGINEER**

**Section-II**  
**INSTRUCTIONS TO TENDERERS**

**1. Introduction**

COCHIN PORT AUTHORITY (CoPA) proposes to engage manpower for providing services for Operation & Maintenance of Amba Jetty, B & C sites and Drishti Building installations of GoI in W/Island, by the contractor under comprehensive mode with replacement of defective items.

The scope of work includes the following works:

- (i) Operation and routine maintenance of Electrical, Mechanical and Fire fighting installations at the Main Jetty, Approach Trestle, Pump house, Technology building, Security cabin, Connecting bridge, installations at B&C sites etc. of the GoI in W/Island
- (ii) Operation of electrically operated ELL crane in 2 shifts in a day
- (iii) AMC of VRF ACs, CCTV, Video Conference system, UPS, DG set, diesel engine and pump, split A/c units, EPABX etc.
- (iv) Routine Maintenance of CR 100 Rail and Rail Track of 15T ELL crane at Amba Jetty, which includes Cleaning of 400mtr. Rail Track and trench area, Monitoring/ checking the condition of Crane Rail Trench, Crane Rail System and Crane Rails as per the Format enclosed, including Maintenance/ replacement of GR Pad (Girder Rail) and providing corrosion protection coating of metal components in CR 100 Rail, if found required during inspection as per the direction of Engineer at site.
- (v) Operation & maintenance of fresh water system.
- (vi) Operation & maintenance of fenders & pontoons

The Jetty site of GoI in W/Island comprises of 200m long and 13m wide Jetty head, approach trestle, office building etc. The Technology Building is having total area of 315.25 sq. mtrs in three floors. The substation building and fire fighting pump house with 2 nos pump set, one is electrically operated and another is diesel engine operated. Both pump sets including its prime mover are to be operated and carry out the routine and periodic maintenance as per the maintenance schedule given by the OEM. The 15Ton ELL crane is located in the berth and is under AMC. The operation of ELL crane shall be carried out as per the requirement and maintenance schedule.

**2. Area of Operation**

The Jetty area when not specified shall mean following:-

- (a) Main Jetty with Cantilever ducts on both sides and all fittings and systems on it. This includes Cope Points, all Electric panels, Lighting system (on and below jetty), CCTV system, Piping and Cabling and system fittings.
- (b) Approach Trestle with Cantilever duct on one side and all fittings and systems on it as above.
- (c) Pump House with all equipment, systems and fittings inside.
- (d) Technology Building with all equipment, systems and fittings inside. Office equipment, pantry items and furniture shall not be included.
- (e) Jetty Crane and all its associated systems and fittings.
- (f) Connecting Bridge with all its fittings.
- (g) Security Cabin with all its systems and fittings. Office equipment, pantry items and furniture shall not be included.

**3. Nature of Services**

This work essentially comprises of:

- (1) Operation of electrically operated 15Ton ELL crane in 2 shifts in a day

- (2) Operation and routine maintenance of Electrical and Mechanical installations and fire fighting arrangements at the Main Jetty, Approach Trestle, Pump house, Technology building, Security cabin, Connecting bridge etc. of the GoI berth in W/Island.
- (3) AMC of VRF ACs, CCTV, Video Conference system, UPS, DG set, diesel engine and pump, split A/c units, EPABX etc.
- (4) The Operations and Maintenance (O&M) services can be both routine (day-to-day) and periodic.
- (5) Maintenance will also imply repairs. When under warranty, such repairs shall be undertaken by the supplier who has provided the warranty.
- (6) Routine Maintenance of CR 100 Rail and Rail Track of 15T ELL crane at Amba Jetty, which includes Cleaning of 400mtr. Rail Track and trench area, Monitoring/checking the condition of Crane Rail Trench, Crane Rail System and Crane Rails as per the Format enclosed, including Maintenance/ replacement of GR Pad (Girder Rail) and providing corrosion protection coating of metal components in CR 100 Rail, if found required during inspection as per the direction of Engineer at site.
- (7) Operation & maintenance of fresh water system.
- (8) Operation & maintenance of fenders & pontoons

#### **4. General Instructions**

- 4.1 The work is to be executed as described in the Bid document and in particular in the Technical specifications, Special Conditions, Schedule of Quantities and drawings and in general includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.
- 4.2 Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer-in-Charge 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.
- 4.3 A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 4.4 The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalisation of the bid. If the EMPLOYER find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.

- 4.5 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.
- 4.6 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
- 4.7 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 4.8 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.
- 4.9 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Mechanical Engineer, Cochin Port Authority, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder.
- 4.10 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.
- 4.11 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.
- 4.12 All the Bank Guarantees (BGs), except for EMD, to be furnished by the contractor 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.
- 4.13 **The contractor shall comply with all the provisions of the Indian Employer's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.**
- 4.14 **The contractor shall be registered under EPF (if applicable) and ESI Act (if applicable) and the employees employed under them shall be covered in the EPF (if applicable) and ESI scheme(if applicable). Work Order 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.**
- 4.15 **The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.**
5. **Invitation for Bids:**  
The Invitation for Bids is open to all eligible bidders meeting the minimum qualification criteria.
6. **One Bid per Bidder:**  
Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.
7. **The Bidder**  
The Bidder shall be a single entity.



**8. Cost of Bidding:**

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

**9. Site visit:**

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

**10. Clarification of the Bidding Documents:**

- 10.1 The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them at least three days before the date fixed for the pre-bid meeting. It is to be noted that no queries, clarifications will be answered after the pre-bid meeting.

THE CHIEF MECHANICAL ENGINEER,  
CHIEF MECHANICAL ENGINEER'S OFFICE,  
COCHIN PORT AUTHORITY,  
WILLINGDON ISLAND,  
KOCHI-682009, KERALA, INDIA.  
Ph:- 91-0484-26666394/2582300.  
Fax:-91-0484-2666639.  
Email: [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in); [dycmeele@cochinport.gov.in](mailto:dycmeele@cochinport.gov.in)

**11. Pre-Bid Meeting:**

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.

**12. Amendment of Bidding Documents:**

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 Authority 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.

**13. Preparation of bids:**

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

**14. ELIGIBILITY OF THE BIDDER:**

This tender is open to firms Proprietorship/ individual/ Limited company/ LLP/ Partnership firm, meeting the Minimum Qualification Criteria specified in the tender and those bidders with whom business is not banned by the CoPA. The Bidder shall not indulge in the prohibited practices, directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. Any Bidders found to be indulging any of the above practices will be disqualified.

**15. Currencies of Bid and Payment:**

The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR).

Payment will be made on monthly basis within 2 weeks from the date of submission of invoice and joint measurement accepted by both the contractor & employer.

16. **Bid Prices**

In the GeM Price Bid, the bidders are requested to quote the total cost for the **“Operation of the 15Ton ELL crane, Operation and Maintenance of Electrical, Mechanical and Fire Fighting Installations at the GoI jetty / offices at Willingdon Island for a period of Two Years, extendable by one year at the same terms & conditions at the discretion of CoPA”** 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)

17. **Bid Validity:**

Bids shall remain valid for a period of Ninety days (90) from the last date of receipt of tenders. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the earnest money deposited by the tenderer shall be forfeited.

18. **Bid Security / EMD:**

18.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.3,82,540/- (Rupees Three lakh eighty two thousand five hundred and forty only)**. 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”, payable 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.

18.2 **Exemption from the payment of EMD 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.** The acceptance of price bid/commercial bid shall be subjected to acceptance of bid security or submission of relevant certificate for exemption of EMD.

19. **Forfeiture of Bid security / EMD**

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

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

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

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

21. **Bid Submission:**

Bid shall be submitted in prescribed form in two parts: Technical Bid and Financial Bid.

21.1. **Part-I, Technical Bid:** Technical Bid Documents to be submitted through GeM portal, and should contain the scanned copies of the following documents.

21.1.1. Bid security/EMD or relevant NSIC/ MSME/ UAM certificate for exemption of EMD.

21.1.2. Letter of Submission (vide Annexure-I)

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

21.1.4. Organization details (vide Annexure-3)

21.1.5. Details of experience in support of MQC as per the format at Annexure-4a& 4b.

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 completed the assignments/ works performed.

21.1.6. 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 [2020- '21, 2021-'22& 2022-'23] (vide *Annexure-5*) supported by Audited Financial statements (balance sheets/profit & loss account) for the last three years duly certified by Chartered Accountant.

21.1.7. Copies of PAN, GST Registration, EPF (if applicable) and ESI registration (if applicable).

21.1.8. Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.

21.1.9. "A" class Electrical Contractor's license **or** undertaking on Rs.200 stamp paper that the bidder should carry out the maintenance of electrical works through a licensed A Class or B Class contractor depending on the category of electrical installations.

21.1.10. Integrity Pact, duly signed (vide Annexure-7)

21.1.11A declaration to the effect that (vide Annexure -8):-

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.

21.1.12. Details of the bidder for as per Annexure 9.

21.1.13. Bank information for e- Payment system as per Annexure 10.

**Explanatory notes:**

(1) Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts, and work order for the same shall be attached. The certificate shall invariably contain the following among other things.

- a) Details of work involved specifying the nature of work
- b) The completion cost of the work and
- c) Date of commencement ; and

- d) Date of completion of the work.
- (2) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
  - (3) The works indicated in **Annexure-4a&4b** will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments. Relevant work orders shall be attached as proof thereof.
  - (4) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years [2020- '21, 2021- '22& 2022-'23] (vide Annexure-5) supported by Audited Financial statements for the last three years.
  - (5) **Scanned copy of original Form 26AS as per he TRACES site C should be furnished if the Work Completion Certificate from any Private Organization is submitted towards fulfillment of qualifying criteria.**
- 21.2. Part II: Financial Bid:** Bidders shall submit the BoQ / Price Bid in GeM portal including all taxes & duties. Evaluation of the price bid will be based on the combined cost for Operation and maintenance of the entire system
22. **Deadline for Submission of the Bids:**  
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.
23. **Bid Opening**  
The Officer inviting the tender or his duly authorized assistant will open the tenders, in the case of two-cover system the technical bids of the tenders received will be opened first. Submission of EMD or NSIC/ MSME/ UAM certificate is verified initially. In case the earnest money / NSIC/ MSME/ UAM certificate is not furnished or is not in order, the Bid will not be opened further. In the event of a tender being rejected, the earnest money paid with such unaccepted tender shall be refunded to the tenderer.
24. **Bid Opening – Price Bid:**  
Price Bid of those bidders found responsive in the evaluation of Technical bid, will be opened later
25. **Clarification of Bids:**  
To assist in the examination and comparison of Bids, the Employer may, at his discretion ask any Bidder for clarification of his Bid/ shortfall of documents, including breakdown of unit rates, before technical evaluation of the bids received.. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted. No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.  
Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.
26. **Examination of Bids and Determination of Responsiveness:**  
Prior to detailed evaluation of Bids, Cochin Port Authority will determine whether each Bid
- (a) meets the minimum eligibility criteria defined in NIT Clause 2.
  - (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
  - (c) is accompanied by the required Bid security/ MSME registration certificate and;
  - (d) is responsive to the requirements of the Bidding documents.

- (e) A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works;
  - (f) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contractor
  - (g) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
  - (h) Undertakes in the Technical Bid that he has not incorporated any conditions in the Financial Bid.
  - (i) If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
  - (j) If any Bid contains any deviation from the Bids documents and /or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. The Price Bids of such bidders submitted by non responsive bidders in e- mode will not be opened. In the event of a tender being rejected, the earnest money paid with such unaccepted tender shall be refunded to the bidder.
27. **Evaluation and Comparison of Bids:**  
Evaluation of Price Bid
- 27.1 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.
- 27.2 The tenderers shall quote their total cost for all the items as per schedule, including GST, in the GeM portal.
- 27.3 In order to determine the lowest evaluated bid, Cochin Port Authority will consider overall lowest of all the items together.
28. **Alteration of tender documents:**  
No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.
29. **Alternative conditions and Proposal:**  
The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Tenderer's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price Bid of such Tenderer's will not be opened.
30. **Award of Contract:**  
The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price.
31. **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.
32. **Performance Security / Security deposit:**  
32.1 The successful bidder is required to submit Security Deposit equivalent to 10% of the total contract value excluding GST and duties, wherein **5% shall be submitted** within

21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:-

- (a) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Authority.
- (b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-B of the tender document, from a Commercial Bank.
- (c) On-line payment to the Bank Account of Cochin Port Authority indicated in Clause 8 of Notice Inviting Tender.

**32.2. 5% of the Security deposit shall be recovered in the form of retention money from the bill.**

32.3. In case 5% of the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the date of completion of the entire O&M contract.

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

32.5. 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.

32.6. 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.

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 entire O&M contract.

**33. Signing of Agreement**

The successful tenderer will be required to execute an Agreement at his expense within 28 (twenty eight) days from the date of work order and after furnishing of security deposit of 5% of contract values, on proper value Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum/corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

**34. Fraud and Corrupt Practices:**

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

damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

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

**35. Rejection of Tender:**

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

36. The contractor shall commence the work within 7 days of issue of work order. If the contractor fails to commence the work within such 7 days, CoPA shall, notwithstanding any other conditions in the tender, be entitled to terminate the contract/ cancel the LoA, giving 3 days' notice period.

**SIGNATURE OF BIDDER**

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## CONTRACT DATA

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

Sl. No.	Description	Reference Clause No. in GCC												
1	The following documents are also part of the Contract													
	The Schedule of other Contractors	(8.2)												
	i)													
	ii)													
	The Schedule of Key personnel	(9)												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Qualification of Staff</th> <th style="width: 5%;">No.</th> <th style="width: 20%;">Min. Experience (Years)</th> <th style="width: 40%;">Rate of recovery in case of non compliance</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance									
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance											
2	The Employer is	(1)												
	THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, <b>Cochin -9</b>													
	Name of Authorized Representative:													
	Name : <b>Sri. B. Kasiviswanathan IRSME, The Chairperson, Cochin Port Authority, Cochin -9</b>													
3	The Engineer is													
	Name : <b>Shri. V. Thuraipandian Chief Mechanical Engineer Cochin Port Authority, Cochin-9</b>													
	Name of Nominee <b>Will be notified in LoA</b>													
4	Name of Contract :- <b>OPERATION OF THE ELL CRANE, OPERATION AND MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE GOI JETTY / OFFICES AT WILLINGDON ISLAND FOR A PERIOD OF TWO YEARS, EXTENDABLE BY ONE YEAR AT THE SAME TERMS &amp; CONDITIONS AT THE DISCRETION OF COPA.</b>	(1)												
5	5 copies of Contract Agreement shall be furnished by the Contractor	[7.1]												
6	Tender document and other data are available in Cochin Port web site, CPPP and GeM portal	(7.2)												



<b>Sl. No.</b>	<b>Description</b>	<b>Reference Clause No. in GCC</b>
7	The Intended completion Date for the whole of the Work is 2 years from the date of commencement of work	(17,28)
8	The following shall form part of the Contract Document: (1) Agreement (2) Letter of Acceptance (LOA) (3) Bill of quantities (BOQ) (4) Contractor's Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) Conditions of Contract (8) General Description and Special Conditions of Contract (9) Scope of Work and Technical Specifications (10) Drawings and (11) Any other documents listed in the Contract Data as forming part of the Contract.	(2.3)
9	The Contractor shall submit a Program for the Works within 7days of date of the Letter of Acceptance/LOI.	(27)
10	The site is free from encumbrances.	(21)
11	The commencement date shall be 7 days from the date of issue of LoA or the date of actual commencement, whichever is earlier.	(1)
12	The site is located <b>at Willingdon Island</b>	
13	The minimum insurance cover for physical property, injury and death is <b>Rs.15lakh (Rupees Fifteen lakh only)</b> per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	<b>(13)</b>
14	The period between Programme updates shall be 30 days.	(27)
15	The amount to be withheld for late submission of an updated Programme shall be <b>Rs.10000/-</b>	(27)
16	The language of the Contract documents is <b>English.</b>	(3)
17	The law, which applies to the Contract, is the law of Union of India.	(3)
18	The currency of the Contract is <b>Indian Rupees.</b>	(46)
19	The maximum amount of liquidated damages for the whole of the works is <b>10%</b> of the contract price.	[49]

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 **OPERATION OF THE ELL CRANE, OPERATION AND MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE GOI JETTY / OFFICES AT WILLINGDON ISLAND FOR A PERIOD OF TWO YEARS, EXTENDABLE BY ONE YEAR AT THE SAME TERMS & CONDITIONS AT THE DISCRETION OF COPA.**

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

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

- (i) Tender Document along with Addendum No ----,
- (ii) Power of Attorney – (Annexure 2)
- (iii) Organization Details (Annexure-3)
- (iv) Details to fulfill the “Minimum Eligibility Criteria” and certificates-(Annexure 4a&4b)
- (v) Average Financial turnover over the last three financial year-(Annexure-5)
- (vi) “A” class license or Undertaking on stamp paper
- (vii) Detailed method statement (Technical Note)-(Annexure – 6)
- (viii) Declaration – Annexure -8
- (ix) Bid Security/EMD In the form of DD bearing No -----dated -----, for Rs..... Issued by .....bank / in the form of BG as per Annexure - 12 or relevant NSIC/ MSME/ UAM certificate for exemption of EMD.
- (x) Bankers Details – Annexure 9& 10

Signature

(Authorized Signatory)

**PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY**

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

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

Dear Sir,

We \_\_\_\_\_  
do hereby confirm that Mr./Ms./Messrs \_\_\_\_\_ **[INSERT NAME AND ADDRESS]**, whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender for **OPERATION OF THE ELL CRANE, OPERATION AND MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE GOI JETTY / OFFICES AT WILLINGDON ISLAND FOR A PERIOD OF TWO YEARS, EXTENDABLE BY ONE YEAR AT THE SAME TERMS & CONDITIONS AT THE DISCRETION OF COPA - GeM Bid No. -----**

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

**ORGANIZATION DETAILS**

CONTRACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:  
Telephone No. :  
Fax No.  
e-mail :
3. Description of Applicant  
(for e.g. General/Mechanical/ Electrical 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 general contractor :-  
In own Country:  
Internationally:
7. Name and Address of partners or  
associated companies to be involved  
in the project and whether Parent/  
Subsidiary/other
8. Name and address of any associates  
knowledgeable in the procedures  
of customs, immigration and local  
experience in various aspect of the  
project etc.
9. Name and address of the companies/  
Sub-contractors who will be involved  
in the execution of works, namely:
10. Name and address of companies who  
will be involved in the supply  
of bought out items
11. Attach organization chart showing the structure  
of the company including names of Directors/  
Key Personnel at Head Office who would be  
responsible for the project and a separate chart  
showing proposed Site Construction Organization.

Signature  
(Authorized Signatory)

**Annexure – 4a**

Tenderer shall furnish Details of “eligibility works experience” as per Clause 15 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 :

<b>Description</b>	<b>Bidder to fill up the details here</b>
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.2 of NIT “Minimum Qualification Criteria”.
- 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 Client/ owner.
- iv) The works indicated in this Annexure- 4 will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- 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.
  - 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 work is in works executed in private sectors/ organisations, the Form 26AS along with notary attested copy(s) work order and completion certificate.
- viii) The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

**DETAILS OF PAST EXPERIENCE OF CONTRACTORS FOR SIMILAR WORKS**

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

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

**SIGNATURE OF TENDERER**

**FINANCIAL CAPABILITY**

(A) Average Annual Turnover of the Bidder

<b>Turnover</b>			
<b>Year 1 (2020-21)</b>	<b>Year 2 (2021-22)</b>	<b>Year 3 (2022-23)</b>	<b>Average</b>

**Certified by Chartered Accountant**Signature  
(Authorised Signatory)**Instructions:**

- (i). The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements as required under this Bid Document.
- (ii). Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant

**DETAILS OF PROPOSED APPROACH & METHODOLOGY**

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works [Preferably in MS project / Primavera] showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature  
(Authorised Signatory)



**PROFORMA OF PRE CONTRACT INTEGRITY PACT-**

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Tender No.....;

Tender Title: .....

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 2024 at \_\_\_\_\_, India 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, represented by its Chief Mechanical Engineer, Sri ....., S/o Sri....., aged ...years residing at .....(address).....(hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. \_\_\_\_\_ represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

“The Principal” intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, “The Principal” values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 -Commitments of the “The Principal”**

(1) “The Principal” commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

## **Section 2 -Commitments of the “Bidder/ Contractor”**

(1) The “Bidder/ Contractor” commit themselves to take all measures necessary to prevent corruption. The „Bidder/ Contractor“ commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The “Bidder/ Contractor” shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The ‘Bidder/ Contractor’ shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
  - c. The ‘Bidder/ Contractor’ shall not commit any offence under the relevant IPC/ PC Act; further, the ‘Bidder/ Contractor’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d. The ‘Bidder/ Contractor’ of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.
  - e. The ‘Bidder/ Contractor’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
  - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The ‘Bidder/ Contractor’ shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 -Disqualification from tender process and exclusion from future contracts**

If the ‘Bidder/ Contractor’, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the ‘Bidder/ Contractor’ from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

## **Section 4 -Compensation for Damages**

(1) If the Principal has disqualified the „Bidder/ Contractor“ from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from „Bidder/ Contractor“ the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 -Previous transgression**

- (1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 -Equal treatment of all Bidders/ Contractors/ Subcontractors**

- (1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- (2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 -Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

### **Section 8 -Independent External Monitor**

- (1) The BUYER/ EMPLOYER has appointed the following panel of Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

1. Shri. M.J. Joseph, ICAS (Retd.)  
37, Da Costa Square, 3rd cross, Cooke Town, Bangalore -560084  
Email: joseph.iem@cochinport.gov.in
- 3 Shri. Punati Sridhar, IFoS (Retd.)  
8C, Block-4, 14-C Cross, MCHS Colony,  
HSR6thSector, Bangalore-560 102  
E-mail id: [sridhar.iem@cochinport.gov.in](mailto:sridhar.iem@cochinport.gov.in)

The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organization.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and rescue himself/ herself from that case.

- (5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- (7) The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.
- (10) In the event of any dispute between the Management and the Contractor, incase, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.
- (11) The fees/ expenses on dispute resolution shall be equally shared by both the parties.
- (12) A person signing the IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.
- (13) In case of Joint Ventures all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub –contractor. It is to be ensured that all sub-contractors also sign the IP.

### **Section 9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

### **Section 10 -Other provisions**

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- (2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- (5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal  
(Name of the Officer and Designation)  
(Office Seal)

For and on behalf of 'Bidder/ Contractor'  
(Name of the Officer and Designation)  
(Office Seal)

For and on behalf of the Principal  
Place Date

Witness 1: (Name & Address)

Witness2 : (Name & Address)

## DECLARATION

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

1. All details regarding temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexure 7 and that such temporary works and personnel for site organization will be available at the site till the completion of the respective work.
2. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
3. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
4. We disclose with that we have \* made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
5. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.

Signature  
(Authorised Signatory)

**\* Note: Delete whichever is not applicable.**

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

Name of the Party :  
Bank A/c No :  
Account type : (Savings / Current / Overdraft)  
Bank Name :  
Branch :  
IFSC Code Number : (11 digit code)  
Centre (Location) :  
FAX No. :  
E-Mail ID : (For forwarding information of remittance)  
Mobile No :

Signature of the Party

**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

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

Signature of the party with seal



### Section-3 GENERAL CONDITIONS OF CONTRACT (GCC)

#### A. General

##### 1 Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Compensation Events** are those defined in Clause 44

The **Completion Date** is the date of completion of the Works as certified by the Engineer or his nominee in accordance with Sub Clause 55.1

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days, **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.

**Market Rate** is the rate as decided by the Engineer on the basis of the cost of materials and labour at the site where the work is to be executed plus 10% to cover all overheads and profits.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

The **Engineer or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.

**Plant** is any integral part of the Works which is to have mechanical, electrical,

electronic or chemical or biological function.

**Ruling Percentage** is the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer or his nominee.

The **Start Date/ Commencement date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

A **Sub Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

**Temporary Works** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works

A **Variation** is an instruction given by the Engineer or his nominee which varies the Original Works.

The **Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

## **2. Interpretation**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance and notice to proceed with works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) Any other documents listed in the Contract Data as forming part of the Contract.

## **3 Language and Law**

3.1 This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Indian Law.

## **4 Engineer or his nominee's Decisions**

4.1 Except where otherwise specifically stated, the Engineer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **5 Delegation**

5.1 The Engineer or his nominee may delegate any of the duties and responsibilities to

other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## **6 Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

## **7. Contract Agreement**

7.1 A suitable form is annexed as “FORM OF AGREEMENT” to the Tender Document. Upon signing the Contract Agreement, the Contractor shall make copies of Contract Documents, as indicated in the Contract Data, in hardbound cover which shall cover documents used in Contract/Agreement and provide the same to the Employer at no extra cost.

7.2 Data made available by the Employer in accordance with provisions of the Condition of Contract shall be deemed to include data listed elsewhere in the Contract and open for inspection at the office of the Engineer as indicated in the Contract data of the Cochin Port Authority (by prior appointment with the Engineer).

## **8 Subcontracting**

8.1 The Contractor may subcontract with the approval of the Engineer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor’s obligations.

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

If any Sub-Contractor engaged upon the works at the site executes any work, which in the opinion of the Engineer or his nominee 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 Employer shall have right to remove such Sub Contractors from site. No action taken by the Employer 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.

## **8.2 Other Contractors**

The Contractor shall co-operate and share the site with other Contractors, public authorities, utilities and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Employer may modify the schedule of other Contractors and shall notify the Contractor of any such modification.

## **9 Personnel**

9.1 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.

9.2 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.

## **10 Employer's and Contractor's Risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11 Employer's Risks**

11.1 The Employers risks are

- (a) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (b) Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Contractor:
  - (i) could not have reasonably foreseen, or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
    - (A) prevent loss or damage to physical property from occurring by taking appropriate measures, or
    - (B) insure against.

## **12 Contractor's Risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

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

## **13 Insurance**

13.1 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractors risks.

- a) loss of or damage to the Works, Plant and Materials
- b) loss of or damage to Equipment;
- c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer or his nominee for approval before the start date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from any payments due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the

Engineer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

**14 Site Investigation Reports**

14.1 The Contractor, in preparing the Bid, shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

**15. Queries about the Contract Data**

15.1 The Engineer or his nominee will clarify queries on the Contract Data.

**16 Contractor to Construct the Works**

16.1 The Contractor shall construct and install the works in accordance with the Specification and Drawings.

16.2 The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the Specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer or his nominee and the Contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the Specifications specified in Contract Data or in any Bureau of Indian Standard or any other published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the Contract.

16.3 The Contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**17 The Works to be Completed by the Intended Completion Date**

17.1 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.

**18 Approval by the Engineer or his nominee**

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works or Permanent Works, in the case of Contractor's design to the Engineer or his nominee, who is to approve them if they comply with the specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer or his nominee's Approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 All Drawings prepared by the Contractor for the execution of the temporary works, are subject to prior approval by the Engineer or his nominee before their use.

**19 Safety**

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

**20 Discoveries**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer or his nominee of such discoveries and carry out the Engineer or his nominee's instructions for dealing with them.

## **21 Possession of the Site**

21.1 The Employer shall give permission for possession of all parts of the Site to the Contractor. Such possession need not be exclusive to the contractor

## **22 Access to the Site**

22.1 The Contractor shall allow the Engineer or his nominee and any person authorised by the Engineer or his nominee access to the Site or to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and /or assembled for the works.

## **23 Instructions**

23.1 The Contractor shall carry out all instructions of the Engineer or his nominee which comply with the applicable laws where the Site is located.

## **24 Disputes**

24.1 If the Contractor believes that a decision taken by the Engineer or his nominee was either outside the authority given to the Engineer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Employer within 28 days of the notification of the Engineer or his nominee's decision.

## **25. Settlement of Disputes & Arbitration**

### **25.1 General**

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

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

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

- a) The Dispute of value upto Rs. 1crore shall not be referred for adjudication through arbitration and
- b) If the value of the dispute is exceeding Rs. 1 crore and upto Rs.2 crores,
  - (i) The Dispute shall be resolved through arbitration by a sole arbitrator jointly appointed by the parties.

- (ii) The Contractor shall within a period of 30 days from receipt of the decision of the Chairman, give notice to the Chairman for appointment of arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

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

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

- 25.2.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.
- 25.2.2 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 25.2.3 It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.
- 25.2.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 25.2.5 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 25.2.6 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- 25.2.7 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”

25.3 **Conciliation and Settlement Committee (CSC)**

In the event of any dispute or differences between the Port Authorities and the Contractor, which could not be resolved amicably by mutual consultations / Arbitration, then the Chairman of Cochin Port Authority may refer such unresolved disputes or differences to the Conciliation and Settlement Committee comprising of independent subject experts, constituted by the IPA and adopted by the Board of Major Port Authority for Cochin Port in its meeting dated 02.03.2022, to enable speedy disposal of pending / new cases.

Either the Port or the contractor may send a reference about the dispute to the other party. The party initiating conciliation shall send to the other party a written invitation to settle or conciliate under this Part, briefly identifying the subject of the dispute. The concerned Technical Division in the Port shall send a request or response within 7 working days if a reference is received from the contractor thereby inviting the Contractor to depute a team of their representatives to interact with the Contract Management Division (CMD) constituted by each Port.

- 25.4 The procedure for referring disputes to the CSC will be as per the guidelines issued by IPA dated 05.10.2021 and subsequent amendment dated 21.03.2022. 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 Major Port Authority for subject to the delegation of powers”.

26. **Computerised Measurement Book**

Engineer or his nominee shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract.

All measurement of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerised Measurement Book having pages of A-4size as per the format of the department so that a complete record is obtained of all the items of works performed under the Contract.

All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer or his authorized representative as per interval or program fixed in consultation with Engineer or his authorized representative. After the necessary corrections made by the Engineer or his nominee, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the Engineer for the dated signatures by the Engineer or his nominee and the Contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer- and/or his authorized representative. The Contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the Contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a



number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The Contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The Contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the Specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed. The Contractor shall give not less than seven days' notice to the Engineer or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

## **B. Time Control**

### **27. Program**

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Engineer on the first day of each week or such

longer period as the Engineer may from time to time direct, a progress report in an approved form showing up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the Works, in relation with the approved Program.

27.4 The Contractor shall submit to the Engineer or his nominee, for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

**28. Revised Program**

28.1 The Engineer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer or his nominee again at any time for approval. A revised Program is to show the effect of Variations and Compensation Events.

**29. Extension of the Intended Completion Date**

29.1 The Engineer or his nominee shall extend the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

29.2 The Engineer or his nominee shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer or his nominee for a decision upon the effect of a Compensation Event or Variation or any other events causing delay, beyond the control of the Contractor and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29.3 Such Request for extension of time, to be eligible for consideration, shall be made by Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

**30. Delays Ordered by the Engineer or his nominee**

30.1 The Engineer or his nominee may instruct the Contractor to delay the start or progress of any activity within the Works.

**31. Management Meetings**

31.1 Either the Engineer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Engineer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32. Early Warning**

32.1 The Contractor is to warn the Engineer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer or his nominee may require the Contractor to provide an estimate of the expected effect of

the event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

- 32.2 The Contractor shall cooperate with the Engineer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer or his nominee.
- 32.3 The Contractor shall immediately give notice in writing to the Engineer or his nominee upon happening of any event as detailed below if the work is delayed by:
- i) Force majeure, or
  - ii) Abnormally bad weather, or
  - iii) Serious loss or damage by fire, or
  - iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - v) Delay on the part of other Contractors or tradesmen engaged by Engineer in executing work not forming part of the Contract, or
  - vi) Any other cause which, in the absolute discretion of Engineer, is beyond the Contractor's control.

**33. Force Majeure**

"Force Majeure" means an exceptional event or circumstance:

- (a) Which is beyond a Party's control,
- (b) Which such Party could not reasonably have provided against before entering into the Contract,
- (c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) Which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
- (v) Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Sub Contractors and arising from the conduct of the Works;
- (vi) Floods, tornadoes, earthquakes and landslides.

**C. Quality Control**

**34. Identify Defects**

- 34.1 The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

**35. Tests**

- 35.1 If the Engineer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and if the test shows that it

has defect, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

**36. Defect Liability**

36.1 The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability 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.

36.2 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.

**36.3 Cost of Remedying Defects**

All work referred to in Sub-Clause 36.2 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.

**36.4 Defects Liability Certificate**

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 36, have been completed to the satisfaction of the Engineer.

**36.5 Unfulfilled Obligations**

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

**36.6 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, and the Contractor will pay this amount.

**D. Cost Control**

**37. Bill of Quantities**

37.1 The Bill of Quantities shall contain items for the work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

**38. Changes in the Quantities**

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 % provided the change exceeds (+)10% of initial Contract Price, the Engineer or his nominee shall adjust the rate(s), to allow for the change.

38.2 The Engineer or his nominee shall not adjust rates for changes in quantities if thereby the Initial Contract Price is exceeded by more than 10% except with the prior approval of the Employer.

38.3 If requested by the Engineer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Engineer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

**39. Variations**

39.1 The Engineer shall make any Variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

(a) increase or decrease the quantity of any work included in the Contract,

(b) omit any such work,

(c) change the character or quality or kind of any such work,

(d) change the levels, lines, position and dimension of any part of the Works,

(e) execute additional work of any kind necessary for the completion of the Works,

(f) change any specified sequence or timing of construction of any part of the Works.

No such Variation shall in any way vitiate or invalidate the Contract, by the effect, if any, of all such Variations shall be valued in accordance with Clause 40. Provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor. All Variations shall be included in updated Programs produced by the Contractor.

**39.2 Instructions for Variations**

The Contractor shall not make any such Variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

**40. Payments for Variations**

40.1 Variation permitted shall not exceed (+) 25% in quantity of each individual item, and (+)10% of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the Contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the Contractor of his intention to vary rate or price.

40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

i) Rates and prices derived from the rate of similar items in Contract.

ii) Rates and prices in the Schedule of Rates applicable to the Contract plus Ruling percentage.

iii) Market rates of materials and labor, hire charges of plant and machinery used, plus

- 10% for overheads and profits of Contractor.
- 40.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation shall be as determined by methods given below:
- i) Rates and prices in the Schedule of Rates applicable to the Contract plus Ruling percentage.
  - ii) Market rates of material and labor, hire charges of plant and machinery used plus 10% for overheads and profits of Contractor.
- whichever is lower, but not less than the rate in the Bill of Quantities
- 40.4 If there is delay in the Employer and the Contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.
- 40.5 If the Engineer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 41. Cash flow forecasts**
- 41.1 When the Program is updated, the Contractor is to provide the Engineer or his nominee with an updated cash flow forecast.
- 42. Payment Certificates**
- 42.1 The Contractor shall submit to the Engineer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Engineer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51.6 of the Contract Data (Secured Advance).
- 42.3 The value of work executed shall be determined by the Engineer or his nominee.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6 The Engineer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 43. Payments**
- Payment will be made on monthly basis within 2 weeks from the date of submission of invoice and joint measurement accepted by both the contractor & employer. In case it is found that there is under payment / No payment to the employees engaged by the contractor, the action including forfeiture of security deposit, black-listing of the contractor and cancellation of contract may be taken.
- The payment would be made on monthly basis on verification of attendance sheets, wage Register, monthly ESIC/EPF/Service Tax challan/Deployment sheets/ Duty Roster/ Attendance Sheet duly verified by the designated official of the concerned site/office, documents in support of salary disbursement details.
- 43.1 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.
- 43.2 If an amount certified is increased in a later certificate as a result of an award by the Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in the award. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

- 43.3 Items of the Works for which no rate or price has been entered in will not be paid for by Employer and shall be deemed covered by other rates and prices in the Contract
- 43.4 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.

**44 Rates for items to be inclusive of Taxes**

- 44.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales tax and other taxes, that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence. Service Tax shall be claimed by the Contractor in the invoice except for those services which are covered under Negative list of Services under section 66D of the Finance Act and Mega Exemption Notification No 25/2012-ST dated 20.06.2012. The rate of Goods & Service Tax shall be as per the provisions of Point of Taxation Rules, 2011 and value on which service tax to be applied shall be as per the provisions of Service Tax (Determination of Valuation Rules), 2006. Where the contractor is an individual, HUF, Partnership firm or Association of Person, Service Tax shall be claimed under Reverse Charge Mechanism.

**45 Currencies**

- 45.1 All payments shall be made in Indian Rupees unless specifically mentioned.

**46 Price Adjustment.**

- 46.1 No price adjustment shall be made for works except for the provisions under clause 47.1.A herein under and clause 47.2 for any subsequent change in legislation. .

The rates quoted for the items in the Schedule of Quantities shall be based on the Base rates of the materials provided in the Contract Data and these base rates are applicable at the Supplier's local delivery point and shall not include cost of loading to Contractor's vehicle, transporting to work site and unloading and stacking at work site.

During execution and actual procurement by the Contractor, increase or decrease in the cost of materials over the Base rate (which results in an increase or decrease of cost to the Contractor in carrying out the works) shall form an addition or reduction as the case may be to or from the contract price and shall be paid to or allowed by the Contractor accordingly, provided that such increase or decrease shall relate only to the quantities of material which the Engineer is satisfied as reasonably required for the works. While considering the reasonable requirement of the materials for the work, allowance towards wastage/unusable cutting bits shall be permitted as provided in the Contract Data. The prices of materials considered for regulating the payment as aforesaid shall be the price charged by the suppliers approved by the Engineer at the supplier's local delivery point and this shall not include the cost of loading to the Contractor's vehicle, transporting to the work site and unloading and stacking at work site

**46.2 Subsequent Legislation**

If, after 28 (Twenty eight) days prior to the last date for submission of tenders for the contract, there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the Contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Engineer or his nominee and shall be added to

or deducted from the contract price and the Engineer or his nominee shall notify the Contractor accordingly with a copy to the Employer.

**47 Retention**

47.1 The Employer shall retain from each payment due to the Contractor the proportion of security deposit stated in the Contract Data until Completion of the whole of the Works.

47.2 For the entire works, Retention Money shall be deducted at 5% of the gross amount of the bill from the first Running Account bill onwards till the recovered sum amounts to 5% of the contract value or the value of the work done whichever is higher. Retention money shall be refunded to the Contractor within 14 days from the date of payment of final bill.

**48 Liquidated Damages**

48A In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of half per cent (½%) of the contract price per week of delay, subject to a maximum of 10 per cent of the contract price. The amount of Liquidated damages can be adjusted or set-off against any sum payable to the Contractor.

48A(i) The Employer, if satisfied, that the works can be completed by the Contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages equivalent to half per cent (½%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-Clause 49 A.

48A(ii) The Employer, if not satisfied that the works can be completed by the Contractor, and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

48A(iii) The Employer, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

48A(iv) In the event of such termination of the contract as described in clauses 49A(ii) or 49A(iii) or both the Employer shall be entitled to recover L.D. upto ten per cent (10%) of the contract value and forfeit the security deposit made by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.

**48B Reduction of Liquidated Damages**

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, Taking Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that section shall, for any period of delay after the date stated in such Taking Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

**49 Nominated Sub Contractors**

49.1 All specialists, merchants, tradesmen and others executing any work or supplying any good, materials, Plant or services for which provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract, the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be Sub Contractors to the Contractor and are referred to in this Contract as “Nominated Sub Contractors”.



## **50 Securities**

50.1 Security Deposit (SD) shall be at 10% of the contract value or value of the work done whichever is higher, excluding GST and duties and it shall consist of two parts:

a) **5% shall be submitted** within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:-

- (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-B of the tender document, from a Commercial Bank.
- (iii) On-line payment to the Bank Account of Cochin Port Authority indicated in Clause 8 of Notice Inviting Tender.

In case 5% of the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the date of completion of contract.

b) **5% of the Security deposit shall be recovered in the form of retention money from the bill**

The total amount thus deposited towards SD will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the Contractor of the terms and conditions of the contract.

50.2 Unless performance Security is furnished within the period as specified in clause 52.3 above or such extension of that period as may be permitted by the Engineer in writing, the Earnest Money will be liable to forfeiture and the contract to cancellation.

50.3 Performance Security will be released / refunded to the Contractor not later than 30 days from the date of completion of Defect Liability / warranty period of the work.

## **51 Removal of Craft or Plant which has sunk**

The Contractor shall forthwith and with dispatch at his own cost raise and remove any craft or plant (floating or otherwise) belonging to him or to any sub-Contractor employed by him (including also any plant which is held by the Contractor or any sub-Contractor under agreement for hire or hire-purchase) which may be sunk in the course of the construction completion or maintenance of the Works or otherwise deal with the same as the Engineer may direct or until the same shall be raised and removed, the Contractor shall set all such buoys and display at night such lights and do all such things for the safety of navigation as may be required by the Engineer or by Employer. In the event of the Contractor not carrying out his obligation imposed upon him by this clause the Employer may provide buoy and light such sunken craft or plant and raise and remove the same (without prejudice to the right of the Employer to hold the Contractor liable under General Conditions) and the Contractor shall refund to the Employer all costs incurred in connection therewith.

## **52 Cost of Repairs**

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **E. Finishing The Contract**

### **53 Completion**

53.1 After completion of the work, the Contractor will serve a written notice to the Engineer

or his nominee/Employer to this effect. The Engineer or his nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Engineer or his nominee/ Employer would be rectified by the Contractor within 14 days and thereafter acceptance report be signed jointly by the Contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.

**53.2 Substantial Completion of Parts**

If any part of the Permanent Works has been substantially completed and satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

**53.3 Surfaces Requiring Reinstatement**

Provided that a Taking Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking Over Certificate shall expressly so state.

**54 Taking Over**

**54.1** The Engineer or his nominee shall take over the Site and the Works within seven days of the Engineer or his nominee issuing a certificate of Completion.

**54.2 Taking Over Certificate**

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer or his nominee to issue a Taking- over Certificate in respect of the Works. The Engineer or his nominee shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking- Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instruction in writing to the Contractor specifying all the work which in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer or his nominee shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking Over Certificate within 21 days of completion, to the satisfaction of the Engineer or his nominee, of the Works so specified and remedying any defects so notified.

**54.3 Taking Over of Sections or Parts**

Similarly, in accordance with the procedure set out in above Clause 55, the Contractor may request and the Engineer or his nominee shall issue a Taking Over Certificate in respect of :

- (a) Any Section in respect of which a separate Time for Completion is provided in the Contract Data , or
- (b) Any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- (c) Any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the

Contract or has not been agreed by the Contractor as a temporary measure).

**55 Final Account**

55.1 The Contractor shall supply to the Engineer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract within 30 days of issue of Taking Over Certificate and the Engineer or his nominee shall certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer or his nominee shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary for the correction. If the Final Account is still unsatisfactory after it has been resubmitted the Engineer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the Contractor's revised account.

**56 Submission of 'As-built Drawings'**

56.1 "As built" Drawings are required to be submitted by the Contractor by the dates stated in the Contract Data. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer or his nominee's approval, the Engineer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**57 Termination**

57.1 The Employer or the Contractor may terminate the Contract by giving 10 days notice, if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) The Contractor stops work for 14 days when no stoppage of work is shown on the current Program and the stoppage has not been authorised by the Engineer or his nominee;
- (b) The Engineer or his nominee instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.
- (c) The Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (d) The Engineer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer or his nominee.
- (e) The Contractor does not maintain a security which is required.
- (f) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data and
- (g) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
- (h) The Contractor threatens or misbehaves with or physical attack on any of the employee / officer of the Port.
- (i) If the contractor fails to perform the contract to the satisfaction of the Employer.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition."

57.3 When either party to the Contract gives notice of a breach of contract to the Employer

for a cause other than those listed under Sub Clause 59.2 above, the Employer shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the Contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

57.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **58 Payment upon Termination**

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less any extra cost of completing the Works through other means which may be incurred by the Employer. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **59 Property**

59.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the Contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

## **60 Release from Performance**

60.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Engineer or his nominee shall certify that the Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **F. Labour Laws And Miscellaneous Clauses**

### **61 Labour**

61.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

61.2 The Contractor shall, if required by the Engineer or his nominee, deliver to the Engineer or his nominee a return in detail, in such form and at such intervals as the Engineer or his nominee may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer or his nominee may require.

### **62 Compliance with labour regulations.**

62.1 During continuance of the contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactment and rules made there under, regulations,

notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor the Engineer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

62.2 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### **63 Safety, Security and Protection of the Environment.**

63.1 Subject and without prejudice to any other provision of the Contract, the Contractor shall take all reasonable precautions:

- a) In connection with the sea or any harbours, docks, rivers, streams waterways drains, watercourses, lakes, reservoirs and the like to prevent:
  - (i) Silting
  - (ii) Erosion of their beds or balks
  - (iii) Pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- b) In connection with underground water resources (including percolating water) to prevent
  - (i) Any interference with the supply to or abstraction from such sources
  - (ii) Pollution of the water so as to affect adversely the quality thereof.
- (c) All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.
- (d) The Contractor at his own cost shall make such provisions for lighting of Works, Temporary Works, Materials and Plant and shall provide all such marks and lights as may be required by the Employer or the Engineer or any other authority having jurisdiction over the Site together with all labour stores and services required for their efficient working and use at any time, day or night.
- (e) The Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing, and all other services for protecting and securing all places dangerous whether to Contractor's workmen or to other persons until the Works are handed over to the Employer, or till such time when the Engineer decides that such services are no longer required.
- (f) All lights provided by the Contractor shall be placed or screened such as not to interfere with any navigation lights or with any traffic or signal lights of any local or other authority.

**64 Insurance of Works and Contractor's Equipment**

64.1 The Insurance shall be issued by any Insurance Company from its Branch at Cochin which has been determined by the Contractor to be acceptable to the Employer.

**65 War Risks Insurance**

65.1 If the Contractor receives instructions from the Employer to insure against war risks, such insurance if normally available shall be effected, at the cost of the Employer, with the Insurance Company acceptable to the Employer and shall be in the joint names of the Employer and the Contractor.

**66 Royalties**

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation. If any, for getting stone, sand, gravel, clay or other materials by him and his subordinates and his sub contractors and required for the works, at the rates and such conditions as notified by the State Government and shall be realized from the Contractor by way of deductions from the interim certificates and/or final certificate for payments to the Contractor for the gross quantity of material used for or in connection with the work. The royalty will not be deducted if the Contractor submits the Mineral Dispatch Permit (MDP) for the quantity executed by the Contractor for the requisite quantity of material incorporated in works for which MDPB issued.

**67 Transport of Contractor's Equipment or Temporary Works**

67.1 If it is found necessary for the Contractor to move one or more loads of heavy constructional plant or equipment materials or pre-constructed units or parts of units of work over roads, highways or bridges on which such oversized and overweight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be deemed to be included in his contract price.

**68 Transport of Materials or Plant**

68.1 The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any claim made by the concerned authorities in respect of damage or injury to roads, highways or bridges. In case of failure of the Contractor to settle such claims and in case the Employer is held responsible for payment to the authorities, then the Employer shall settle the claim and the Employer's expenses in this regard, as certified by the Engineer, may be deducted by the Employer from any money due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly with a copy to the Employer.

**69 Labour Laws & Regulations**

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bye-laws including all statutory amendments and re-enactment of State or Central Govt. and other local authorities and any other enactments and act that may be passed in future either by the State or the Central Govt. or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation And Abolition) Act 1970 and Equal Remuneration Act 1976, Employees' State Insurance Act, 1948, Factories Act, Minimum Wages Act, Provident Fund Regulations. Employees' Provident Fund Act and schemes made under the same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits and shall keep the Employer indemnified in case any action is commenced for contravention by the Contractor. If the Employer is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated here-forth on the part of the Contractor, the Engineer shall have the right to recover from the

Contractor any sum required estimated to be required for making good the loss or damage suffered by the Employer. The Contract shall maintain the records prescribed under ESI Regulations & EPF scheme and make the contribution towards ESI and EPF in respect of persons employed by Contractor. The Contractor shall also make available such records for inspection by ESI Inspector and EPF organization during the inspection and furnish copies of all such records to the Employer regularly.

69.1. **Accident Prevention Officer**

The Contractor shall have on his staff on site an officer dealing with all matters regarding safety and protection against, accidents of all staff and labour. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents.

69.2 **Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of Persons and property in the neighborhood of the Works from the same.

69.3 **Health and Safety**

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance services are available at the camps, housing and on the site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

69.4 **Supply of Water**

The Contractor shall, so far as is reasonably practicable, having regard to local conditions provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

69.5 **Alcoholic Liquor or Drugs**

The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs or permit or suffer any such importation, sale, gift, barter disposal by his sub-contract agents or employees.

69.6 **Arms and Ammunition**

The Contractor shall not give, barter or otherwise dispose of to any persons or person, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

69.7 **Festivals and Religious Customs**

The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

69.8 **Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

69.9 **Employment of Person in the Service of Others**

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of the Employer or other agencies engaged for any works of the Employer.

69.10 **Housing for Labour**

Save in so far as the Contract otherwise provides, the Contractor shall provide and

maintain such accommodation and amenities as he may consider necessary for all his staff and labour employed for the purposes of or in connection with the Contract, including all fencing water supply (both for drinking and other purposes), electricity supply, sanitation, cook houses fire prevention and fire-fighting equipment, furniture other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps/housing provided by the Contractor, shall be removed and the site reinstated to its original condition, all to the approval of the Engineer. The land for construction of labour camps shall be allotted only outside the security area to the extent available and such areas allotted as per the prevailing lease rent.

**69.11 Fair Wages, Records, Inspection**

The Contractor shall pay the labourers engaged by him on the work not less than a fair wage which expression shall mean whether for time or piecework the respective rates of wages as notified under the provisions of the Minimum Wages Act from time to time.

The Contractor shall maintain records of Wages and other remuneration paid to his employee in such form as may be convenient and to the requirements of the Employer/Engineer and the Labour Enforcement Officer (Central), Ministry of Labour, Govt. of India, or such other authorized person appointed by the Central Govt. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to any other person authorized by him on his behalf.

**69.12 Reporting of Accidents**

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.

**69.13 Observance by Sub-Contractors**

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

**69.14 Port Entry Permission**

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his labours 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.

**69.15 Site - Protected Area**

The Site of Work is a protected area. Entry to the Port premises is regulated by entry passes. These passes will be issued by the Central Industrial Security Force or any other authority authorized by the Employer. The Contractor should furnish a list of person for whom the passes are to be issued to the Engineer and arrange to obtain the passes from the appropriate authority, based on the recommendation of the Engineer and abide by the Rules of the Cochin Port Authority with regard to entry etc. For the entry of trucks and other vehicles also, the Contractor should obtain necessary permits at his own cost . The Contractor shall retain the original passes obtained by them in respect of their labour and staffs 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.

**70 Life Saving Appliances And First Aid**

**70.1** The Contractor shall provide and maintain upon the Works sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer.



The appliances and equipment shall be available for use at all times.

**71 Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer or his authorised subordinates in charge of the work and all the superior officers, officer of the Quality Control Organisation of the Department, Vigilance Commissions, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

If it shall appear to the Engineer or his nominee or his authorised subordinates in charge of the work or to the Chief Vigilance Commissioner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the Contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer or his nominee specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer or his nominee in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under Clause 49 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer or his nominee may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the Engineer or his nominee to be conveyed in writing in respect of the same will be final and binding on the Contractor.

**72 Action where no Specifications are specified**

In the case of any class of work for which there are no such specifications as referred to in Clause 16, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer or his nominee.

**73 Bribes**

**73.1** If the Contractor, or any of his Sub Contractors, agents or servants gives or offers to give to any person any bribe, gift, gratification or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the works and terminate the employment of

the Contractor and the provisions of Clause 59 hereof shall apply as if such entry and termination had been made pursuant to that Clause.

(i) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid.

(ii) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc) in connection with the bid.

**74 Details to be Confidential**

74.1 The Contractor shall treat the details of the contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

**75 Contractor's Temporary works, office etc**

75.1 The Contractor shall submit to the Engineer for his approval not less than 15 days before commencement of erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary works such as office, store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of Engineer or his nominee. These temporary works, office, store etc. shall be erected at or near the work area subject to approval of the Employer and the land space for the same will be allotted free of ground rent to the extent available. The Contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as Cochin Port Authority, Police, Customs, etc. would be complied with.

**75.2 Submission of Reports, Returns etc**

All reports, statements, returns, drawings, diagrams etc. which the Contractor is required to submit to the Engineer during the progress of the Works, shall be furnished in triplicate without any additional cost.

**76 Water Supply**

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

**77 Power Supply**

77.1 The Electricity connection for lighting, welding and other mechanical works to the extent available will be made available by the Employer within the Port area. Drawing of power lines/cables etc from the available source of supply of power to the actual work site, providing switches and making connections etc. shall be arranged by the Contractor at his cost. The temporary lines and connections by the Contractor shall be approved by the Engineer's representative before availing power. The Contractor shall provide Energy Meter to read consumption in units.

77.2 The Contractor shall indicate his requirement of power to the Engineer within 15 days from the date of the letter of acceptance of the tender. The Contractor shall pay to the Employer, the power charges as per the prevailing Tariff schedule of Cochin Port Authority in force during the work of the Contractor. The Contractor shall also pay the connection and disconnection charges as applicable.

77.3 The Contractor shall submit a complete drawing of the power points, wiring, diagram indicating all electrical loads, earthing etc. in complete shape along with the completion

report. The Energy Meter provided is calibrated by Kerala State Electrical Inspectorate /TMR division, KSEB and such a Certificate to be produced. For non supply of power at any stage port will not be responsible and the Contractor shall not have any claim whatever for loss or damage.

77.4 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 like generator, welding set etc. at their cost.

## **78 Taxes and Duties**

78.1 The Contractor shall pay ~~Sales Tax, Excise Duty and other levies~~ all taxes, duties and other levies as applicable from time to time in respect of all materials, equipment and other items purchased for the work..

### **78.2 Income Tax**

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

## **79 Noise and Disturbance**

79.1 All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims demands proceedings damages costs charges and expenses whatsoever in regard or in relation to such liability.

## **80 Safety Code**

80.1 Necessary Indian Dock Safety regulations for the safety purpose shall be adhered to by the Contractor and he will be held responsible for any violations of the same. The set of such conditions (regulation) is available with Cochin Port Authority and the Contractor is required to go through it before tendering.

80.2 Besides the above, the Contractor shall also scrupulously adhere to and observe the following safety codes:

- (i) The Contractor has to provide sufficient barricades to site of work so that traffic plying nearby should not damage the recently concreted work. In case of any damage on account of above, the entire responsibility will remain with Contractor and nothing extra will be paid on this account.
- (ii) Suitable and strong scaffolds should be provided for the workmen for all work that cannot be safely done from ground.
- (iii) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between the two adjacent rungs shall not be more than 30 cm.
- (iv) Hoisting machines and tackles used in the works including their attachments, anchorage and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used an hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.
- (v) The excavated material shall no be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavation shall be provided with necessary fencing to lighting. Every opening in the floor of a building or in a working platform be provided with suitable fence to

prevent the fall of persons or materials. No floor, roof or other parts of the structure shall be so overloaded with debris or materials as to render it unsafe.

- (vi) Workers employed on mixing and handling materials such cement, cement mortars concrete, lime mortar and asphalt shall be provided with protective footwear and rubber hand gloves and thin cloth for covering face and head.
- (vii) Those engaged in welding work shall be provided with welder protective eye shield and glove.
- (viii) All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant Rules.

## **81 Port Authority Rules**

- 81.1 The Contractor shall observe the Conservancy Rules relating to the harbour and shall always take such necessary additional steps to keep the harbour waters free of noxious or unhygienic matters coming from his works as are required by the Employer. Under no circumstances shall inflammable materials be allowed to spill into the harbour waters.
- 81.2 The Contractor shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time.
- 81.3 The Contractor's plants, equipments, floating crafts, dredgers, materials etc. which are brought to site for facilitating the proper execution of the contract work within the port area are not liable to port dues and charges like wharfage, berth hire and other charges during the period of contract and until expiry of defect liability period.

## **82 Execution of work**

- 82.1 The Contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area. The Contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.
- 82.2 All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before stacking at the site of work.
- 82.3 Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the Contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.

## **83 Drawings & Designs**

- (a) General details of the works are shown on the drawings accompanying the tender document. The Engineer will supply to the Contractor from time to time during the progress of the works such further working drawings as will be necessary in his opinion for the proper and adequate execution and maintenance of the Works in accordance with the Engineer's designs and/or any modification thereof as decided by the Engineer and the Contractor shall carry out the work in accordance with the said working drawings. Two sets of such working drawings will be issued. If the Contractor requires more sets he will have to make his own arrangement at his cost. Residual Design, Detailing & Engineering: - Generally, detailed design and engineering of the work shall be provided by the Engineer. During execution of the work the residual design, detailing and engineering, if needed, is to be carried out by the Contractor at no extra cost to the Employer. Such design, detailing & engineering shall be got approved by the Contractor from the Engineer. For equipments/ Installations detailed drawings need to be produced by the Contractor

at no extra cost to the Employer. Such detailing & engineering shall be got approved by the Contractor from the Engineer.

- (b) In the event of the Contractor proposing any alteration/ modification to the Engineer's design, detail, method of construction, he shall at his own expenses prepare and submit for approval of the Engineer copies in duplicate (in the first instance) of detailed working drawings which may be required for such alteration/ modification and at the same time call the attention of the Engineer to any alternative detail or modification of the contract drawings which the Contractor may wish to make at least 30 days prior to the commencement of the work or part of the work to which such drawings relate. The Contractor shall at the same time, if so required by the Engineer, furnish calculation sheets in duplicate relating to the strength and anticipated deflections in respect of such altered/ modified works. The Engineer will, after any such alteration which he may approve, record on the copies as amended his approval and will return one copy of the drawings and calculation sheets to the Contractor, who shall carry out the work in accordance therewith. The Contractor shall forward to the Engineer three additional copies of the working drawings and calculation sheets as approved in addition to these working drawings and calculation sheets as approved. In addition to these, working drawings are also to be submitted (the same procedure as in the case of the Contractor) in respect of any work proposed to be executed by sub-Contractors. The approval of the Engineer of all or any of the calculation sheets, drawings shall not relieve the Contractor of responsibility in connection with the execution of the altered/ modified or Sub Contractor's work.
- (c) Three complete sets of tracing film of all drawings showing every and all works 'As Made' under the Contract shall be made by the Contractor at his own expense and delivered to the Engineer within one month of the completion of the various sections of the work or at such times as directed by the Engineer. All departure /alteration /modifications from the Contract Drawings and supplementary working drawings issued by the Engineer also shall be incorporated in the "As Built" drawings. The drawings shall be fully dimensioned, of an approved size and as approved by the Engineer.

**84 Monsoon Period**

84.1 Normally Monsoon period will be reckoned from 1<sup>st</sup> June to 30<sup>th</sup> September.

**85 Reports**

The following reports shall be submitted for review as an input to the Management meeting to be held as per Clause No 31 of Conditions of Contract

**85.1 Daily reports**

The Contractor shall submit daily report indicating daily activities, weather condition, actual manpower, equipment and the materials arriving on site.

**85.2 Monthly Reports**

Monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in triplicate. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.

Each report shall include:

- a) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Sub-Contractor,
- b) Photographs in hardcopy & digital copy and videography in two sets showing the various stages of progress on the Site monthly;
- c) For the supply of manufactured items, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
  - (i) Commencement of manufacture,
  - (ii) Contractor's/ Engineer's inspections,
  - (iii) Tests,
  - (iv) Shipment and arrival at the Site;
- d) Copies of quality assurance documents, test results and certificates of Materials;
- e) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- f) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion In accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

**86 Completion Documents**

86.1 To treat that the work has been completed and issue a final payment certificate, the following documents will be deemed to form the completion documents:

- i) The Technical documents according to which the work was carried out.
- ii) The set of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer.
- iii) Certificates of final levels and dimensions as set out for various works.
- iv) Certificates of tests performed for various works.
- v) "As Built" Drawings.

**87 Changes in firm's Constitution to be intimated**

The Contractor shall intimate the Engineer in writing of any change made in the constitution of the firm

**88 Indemnities**

*The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:*

- (a) Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and
- (b) Damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:
  - (i) Arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, and
  - (ii) Is attributable to any negligence, willful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

**G. Salient Features Of Some Major Laws Applicable To Establishments Engaged In Construction Work.**

- (a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on

satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers @ 13% /12%. The benefits payable under the Act are:

- (i) Pension or family pension on retirement or death, as the case may be.
- (ii) Deposit linked insurance on the death in harness of the worker.
- (iii) Payment of P.F accumulation on retirement/death etc.

The employees employed by the Contractor for the work of Port Authority have to be enrolled under the relevant scheme of the EPF & MP Act 1952. The Contractor shall produce documents pertaining to the same for verification to the Engineer/ his nominee. Further the Contractor has to pay the necessary monthly contributions to the said scheme in respect of the employees employed by him for the work of CoPT and shall produce necessary document to show that the monthly contribution in respect of these employees due to the said scheme are paid.

In case the contractor has not paid the EPF contribution same will be recovered in the running bill and paid to the EPF Organization. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue

- (d) Maternity Benefit Act 1951:-The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970:-The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.
- (f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936:-It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:-The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of As per the provision of the Act and amendment issued from time to time. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back,

(k) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(l) ESI Act, 1948:-

- (i) As per the Govt. Notification dt. 20.7.09, Cochin Port Authority has registered under the ESI Act with ESI Corporation and provision of ESI Act, 1948 are applicable to contract/casual employees drawing wages/Salary upto Rs.15,000/- per month and working in Cochin Port Authority . Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs. 15,000/-per month employed either directly by Port Authority or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 3.25% plus employees' share of 0.75% which is payable on or before 21st of the following month, to which the salary relates.
- (ii) In case the Contractor employs more than 20 employees, they should register their name with ESI scheme as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 3.25% and Employees contribution of 0.75 % (recovered from employees), totally 4.0% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgment for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgement of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (iii) In case the contractor employs less than 20 employees, the list of employees' name, their father's name, identification proof, one passport photo shall be submitted to the Port Authority. The contribution of ESI amount, both Employers share of 3.25% and Employees of 0.75% (recovered from Employees salary), totally 4.0% shall be paid by the contractor in the Cochin Port Authority Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Cochin Port Authority) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (iv) As per the above Government Notification
  - i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
  - ii) in case they are covered under ESI Act, they have to furnish the details of registration.

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**Section-4**  
**GENERAL DESCRIPTION OF WORK**

**1. General**

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

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

**2. Definitions**

“The Contract” means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

“The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

“The Employer” means COCHIN PORT AUTHORITY, the Organization purchasing the Works and Services.

“The Contractor” means the individual or firm supplying the Works and Services under this Contract.

“Engineer-in-Charge” means the representative of the Employer/Consultant authorized to give instruction to the Supplier during the stages of the execution of the work.

**3. Site conditions**

**3.1 Location**

The location of the work is the Berth allotted to Government of India at W/Island. The jetty area shall be the area of operation. Operation & Maintenance Contract shall be initially for a period of two years.

**3.2 Reference Level**

All the levels indicated in the drawings and/or specifications are with reference to Port Chart Datum, which is at 0.582 m below Mean Sea Level. The contractor shall establish reference benchmarks at suitable spots. The maintenance of these reference benchmarks will be the responsibility of the contractor for which no payment will be made.

The tenderers shall make their own arrangements for inspecting the area and satisfying themselves regarding the water depth available in this area. However, the sounding chart in the location of the berth is enclosed for reference.

**3.3 Tide and Flood Levels**

The tides at Cochin are semi-diurnal with a marked daily inequality. The contractor shall carefully investigate the records of all past states of tides and flood and shall be held to have satisfied himself on all the tide and flood levels likely to prevail during the period of contract so far as it may affect the work.



- (6) Routine Maintenance of CR 100 Rail and Rail Track of 15T ELL crane at Amba Jetty, which includes Cleaning of 400mtr. Rail Track and trench area, Monitoring/ checking the condition of Crane Rail Trench, Crane Rail System and Crane Rails as per the Format enclosed, including Maintenance/ replacement of GR Pad (Girder Rail) and providing corrosion protection coating of metal components in CR 100 Rail, if found required during inspection as per the direction of Engineer at site.
- (7) Operation & maintenance of fresh water system.
- (8) Operation & maintenance of fenders & pontoons

The scope of work shall cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete sub-station equipment comprising H.T panels, transformers, L.T panels, Bus ducts, rising mains, Power cables, Internal & External Electrical wiring and installations etc. as per details of installations and scope of work.

Scope of work also includes liaison with CoPA regarding 11KV Feeder Power connection so as to ensure uniform power supply.

The work shall be generally carried out as per CPWD specifications for electrical works and as per the norms set by the manufacturers of respective equipment, specifications and specific instructions as may be issued by the Institute Engineer in charge responsible for work from time to time.

All the electrical equipment's/installations shall be always kept in good healthy conditions.

**The bidder shall visit the site, ascertain the site conditions and scope of work before bidding.**

- 4.1 The details of office/installations/equipments etc, their locations, Brands, Type, Capacity and numbers covered under the proposed MC shall be provided in detail.
- 4.2 Only original spare parts/quality approved by CoPA will be permitted to be used for the maintenance during the MC Period.
- 4.3 Periodical preventive servicing has to be carried out as per maintenance schedule of the equipment.
- 4.4 Complaints regarding the non-functioning of installations shall be attended within 3 hours from the time of reporting of complaint. In case of Minor technical problems, same are to be rectified within 1 hour of diagnosing of complaint. In case of major technical problems, the same are to be rectified within 72 hours of reporting the complaint.
- 4.5 Breakdown/ repairs of the equipments will be informed to the firm/ firm's authorized representative by telephone, email or SMS. The breakdown calls shall be responded/ replied by the firm and shall be attended accordingly within the time frame
- 4.6 All the equipments covered in this contract have to be maintained as per the standards of the original manufacturing company. The contractor has to repair /service/ maintain the equipments/installations etc under the MC in as is where is condition when handed over to them under MC.
- 4.7 It is the primary duty of the successful contractor to ensure that all under the contract are in working.
- 4.8 The contractor shall depute technically and professionally qualified and experienced personnel to provide requisite maintenance service as and when required, who shall be available throughout the contract period at the premises of GoI berth/Office or its neighboring locations and the break down calls shall be attended immediately.
- 4.9 The attendance of such person shall be maintained and made available to the Engineer-in charge as and when asked for verification.

4.10 Contractor should deploy more persons in addition to the personnel posted as above in case of heavy workload or in case of urgency to complete the work promptly in time.

## 5 **Insurance**

5.1 The technicians deployed under MC are to be covered by insurance under Workman Compensation Policy through reputed Insurance Companies during the MC Period. Copies of the Insurance Policies are to be submitted to the COPA along with first running bill.

5.2 Following registers are to be maintained by technicians without fail:

**Periodic Maintenance Register /Breakdown Maintenance Register:** The equipments/ installations serviced/ maintained / repaired have to be recorded in register and endorsement from GoI authorized officer has to be obtained in register.

Also Further service reports are to be made after carrying out periodical servicing and endorsement (Sign and Seal) to be from GoI authorized officer.

**Complaint Register:** All complaints received during contract period are to be recorded with time and date of receipt, as and when complaints are received from GoI.

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

6.3 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.

6.4 The contractor shall take all care and precautionary measures for avoiding any kind of damage/accident in the work site on any account. COPA/GoI 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.

6.5 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.

6.6 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.

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

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

6.9 Qualified persons 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.

- 6.10 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. 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.
- 6.11 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.
- 6.12 No information or photograph concerning the works shall be published without the prior permission of GoI/COPA and drafts of all such proposal/ publication shall be submitted for approval.
- 6.13 The contractor shall observe the conservancy rules relating to the GoI/COPA and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work. Under no circumstances, inflammable materials be allowed to spill into Port waters.
- 6.14 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.
- 6.15 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 6.16 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.
- 6.17 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.
- 6.18 The contractor shall take all precautions for not to damage any cables/pipes etc. passing through the area of work.
- 6.19 **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.**

## **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 contract period, shall be rectified at contractor's cost to the full satisfaction of GoI

**8 Period of Contract**

Period of contract is for 2 years from the date of commencement of work.

**9 Working time**

The normal working time at site is from 8 a.m. to 4.00 p.m. on all working days.

**10 Alterations and Additions**

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

**SIGNATURE OF TENDERER**

**Section-5**  
**SPECIAL CONDITIONS OF CONTRACT**

1. Introduction

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

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

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

- 1.1. The Contract shall initially be valid for a period of Two (2) years and may be extended for further period of one year based on satisfactory performance and at the discretion of Cochin Port, as per the same rates, terms and conditions as applicable for second year.
- 1.2. The contractor shall engage the AMC with the OEM of Manufactures/ Suppliers/ Authorised service centers of the items mentioned in the scope or where ever indication for smooth working of the system. The contractor shall engage the AMC agencies within a period of 4 weeks from the award of contract and contractor is fully responsible including the replacement and repair of faulty item within this 2 weeks period and shall be rectified the fault with the OEM/authorized service partners only. Payment for the O&M work will be made only after verification of the service report from the firm engaged for AMC.
- 1.3. CoPA/GoI reserves the right to terminate the contract by serving one month's notice if the services of the contractor are not found satisfactory. The Contractor may also ask for the same by giving three month's notice but he has to provide the facility for operation of ELL crane, Electrical System, D.G. Set and Fire Alarm System etc. till the next agency is engaged.
- 1.4. The persons to be deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of operation & maintenance of ELL crane, Electrical System, D.G. Set and Fire Alarm System using appropriate materials and tools/equipments separately or collectively.
- 1.5. The contractor will arrange all items needed for his staff viz. consumables, tools, machines & equipments, PPE and safety materials.
- 1.6. COPA/GOI will provide space for storing materials, equipment etc. to the Contractor in the premises. The contractor will maintain a record of the stores which shall be opened to inspection by COPA/GOI.
- 1.7. The Contractor should ensure the Health and safety measures of the employees. The Contractor should also conduct health check-up of the staff deployed before deployment as well as at regular intervals of not exceeding three months, thereafter.
- 1.8. The employees engaged by the contractor shall be covered under PF, ESI, personnel Insurance etc
- 1.9. The Contractor will be responsible for supply / installation / refilling / maintenance of all consumables including diesel for DG/ Fire Pump Engine as per requirements, items and equipments except for major items covering under defect liability obligation of OEM / Project contractor.

- 1.10. The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract and necessary action under Indian Penal Code.
- 1.11. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including their character. Police verification and other formalities shall be completed before deployment. The Contractor shall be fully responsible for the conduct of his staff.
- 1.12. The workmen deployed by the contractor are strictly banned from use of any kind of Narcotics drugs / Alcohol / smoking etc. at site and any illegal activity by the work men should be reported to Engineer without delay and the contractor shall remove such persons from the work site forthwith.
- 1.13. CoPA/GoI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- 1.14. Workers above 60 years of age and below 18 years of age shall not be deployed by the contractor. All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour, labour union, any Outside union, subcontractor will be contractor's responsibility. Loss of day in this regard should not be claimed for any hindrance at site. The workers engaged for works should have sufficient knowledge and experience in the respective fields. This shall be proved to the Engineer. The Owner may at any time request the contractor to remove from the Work/Site contractor's / subcontractor's supervisor or any other authorized representative including any employee of the Contractor or his Sub-contractor(s) or any person(s) deployed by Contractor for professional incompetence or negligence or for being deployed for the work for which he is not suited.
- 1.15. For all intents and purposes, the contracting agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in COPA/GOI. The persons deployed by the agency in shall not have claims of any Master and servant relationship against COPA.
- 1.16. CoPA/GoI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. CoPA/GoI does not recognize any employee-employer relationship with any of the workers of the contractor.
- 1.17. The contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to COPA/GOI to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 1.18. The CoPA shall reimburse the GST remitted by the contractor while releasing the running bill of the contractor. No other taxes, cess etc shall be borne by CoPA/ GoI.
- 1.19. In case, the contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result there of the CoPA/GoI is put to any loss/obligation, monetary or otherwise, the CoPA/GoI will deduct the same from the monthly bills and or the Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 1.20. It will be the responsibility of the contracting agency to meet transportation, food, medical and any other requirements in respect of the persons deployed and COPA/GOI will have no liabilities in this regard.
- 1.21. The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. COPA/GOI shall, in no way, be responsible for settlement of such issues whatsoever.
- 1.22. CoPA /GoI shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.



- 1.23. The Contractor at all times should indemnify COPA/GOI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time. COPA/GOI will not own any responsibility in this regard.
- 1.24. The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the COPA/GOI during the currency or after expiry of the contract.
- 1.25. The tenderer should quote manpower charges in Financial Bid strictly in accordance with the minimum wages as decided by the State / Central Government. If the rates quoted are found to be below the minimum wages, tender will be rejected. Under any circumstances whatsoever, the manpower deployed shall not be paid wages below the Minimum wages declared by the Govt.
- 1.26. **The rates quoted by the bidder shall remain unchanged during the period of contract.**
- 1.27. The tenderer shall pay at least the minimum bonus to the staff deployed in accordance with the Payment of Bonus Act, 1965 irrespective of the profitability or otherwise of the tenderers' business. The component of bonus paid on annual basis to the staff deployed and proof of the same must be submitted to the CoPA / GoI failing which the amount due to the employees as minimum bonus may be recovered from the performance security deposit.
- 1.28. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by COPA/GO besides annulment of the contract.

## **2. Manpower**

The contractor shall deploy sufficient qualified man power required for meeting functional requirement of client / employer as given below,

- a) Operation & Maintenance of Electrical installation: General maintenance jobs and attending to specific complaints shall be carried out round the clock daily including Sundays by keeping at least one qualified and skilled electrician and one assistant for electrical/telephone system all days. Sufficient relievers are also to be deployed to take care the duty of general staff proceeding for leave or duty off. During day time one supervisor having degree/diploma holder in electrical / mechanical discipline with minimum 2 years experience shall be posted.
- b) Number of technical staff as mentioned above shall be increased depends on the necessity when the vessel are in berth and or the ELL crane operations are going on.
- c) The contractor or his representative shall remain in touch with the Engineer in charge of CoPA or GoI staff regarding instructions in connection with day-to-day operation and maintenance work. He will also keep records of materials / consumables procured by him from time to time. Contractor shall coordinate personally and promptly with CoPA / GoI / Other statutory bodies in case of power failure to restore the supply and rectification of fault in case of fault is in main feeder.
- d) It shall be the responsibility of the contractor to arrange for deployment of operating/maintenance gang beyond normal working hours/on holidays etc. whenever need arises. (Such as for completion of the on-going maintenance/ testing etc. and/or to meet any exigency) without additional cost.
- e) It shall be the responsibility of the contractor to keep all equipment and working area in a clean condition.

- f) Contractor is bound to extend full co-operation to other agencies who are to work in the premises.
- g) The contractor shall inform immediately to Engineer-in-charge, about any abnormality found in any equipment.
- h) The contractor shall make arrangements for all materials, labour, deputing manpower along with tools/ tackles, etc. from time to time and as and when required.
- i) The contractor should ensure regular check up of the entire cable and piping networks and shall have to arrange the repairing of the equipments, pipes, refilling of fire extinguishers, cable and piping joints etc. as & when required or as directed.
- j) The contractor shall have to arrange the training programme for the occupants of GoI so that they are able to make use of the Fire fighting system at the time of emergency.
- k) The contractor shall have to maintain all records relating to the operation, maintenance and servicing of the systems/equipments as asked for and shall have to make the same available for inspection as & when asked for.
- l) The schedule for periodic inspection and maintenance of the major equipments and all accessories shall be submitted by the contractor and it shall be contractor's responsibility to carry out routine maintenance for the up-keep of the system as a whole, to ensure trouble free service round the clock. If the equipments require major maintenance, the same shall be informed to OEM with copy to GoI/CoPA.
- m) Contractor is to keep a record of the periodic inspection done and inform any shortcomings noticed.
- n) The cleaning of all the system equipments, greasing of all pumps/fans & other equipments as per the maintenance manuals, polishing of the brass parts of the system network & fire-extinguishers, maintenance of piping system, batteries etc., shall be the responsibility of the contractor including the cost of materials used for cleaning & polishing of the equipments and no extra charges for this shall be payable.
- o) The contractor shall have to inform the OEM of equipment regarding the guarantee maintenance and ensure that regular servicing in all respects is carried out as per the operation & maintenance manuals of the system or as asked for.
- p) The contractor shall also carry out break down/ preventive maintenance of all equipments if it becomes out of guarantee period rendered by the OEM. The details of guarantee obligation of all equipments are separately provided in the Scope of work.
- q) The works stated herein are only an indication to the extent of work. If any specific requirement is warranted due to exigencies or any other reason, the contractor shall carry out the same in connection with the proposed O&M.
- r) **Qualification of technician / Assistant for O&M work**

Sl. No	Description	Qualification	Remarks
1	Electrician/ wireman	ITI in the relevant discipline. B class wireman license is preferred for the Electrician / wireman	Pass in 10th Standard with 5 years experience in relevant installations.
2	Assistant	Minimum 10 <sup>th</sup> standard with 3 years experience in electrical / mechanical installations	

**2.1. Man power requirement for Operation of ELL Crane**

- (a) The crane shall be operated from 8.00 hrs to 22.00 hrs normally in 2 shifts per day throughout the year i.e. 365 days. If required, contractor shall keep Skeleton staff to operate the crane for the 3rd shift from 22.00hrs. to 8.00hrs. also without any extra cost

as per need. In this connection the relevant labour rule shall be adhered to by the contractor. The operator/assistant shall be provided with the basic amenities by the contractor. The labour force engaged by the contractor shall be provided with weekly off, minimum wages etc as per rule.

- (b) For operating the ELL crane 1 operator, 1 greaser cum signaling man shall be deputed in 1 shift. In addition a reliever who is capable of doing crane operation and signaling system shall also be engaged.
- (c) Hooking / unhooking of the cargo in the berth/trucks shall be in the scope of the contractor. Number of work force for hooking & unhooking operations depends on the weight of the cargo in one packet. The slings, shackle etc. for facilitating the work shall be in the scope of the contractor.
- (d) The contractor shall inform the operational defects / break down to the owner / crane AMC contractor then and there. Pre-operational check of crane has to carry out by the contractor to identify any defects and abnormalities in the crane. The contractor shall also clean the crane track and cable trench protection system for smooth operation of the crane.
- (e) Qualifications of ELL Crane operators: The Crane operator engaged by the contractor should have passed minimum of ITI/12<sup>th</sup> Standard or equivalent and at the age group of 25-60 having very good health standard including clear eye sight as prescribed by Dock Safety Inspectorate. The Crane operator shall have experience in operating ELL Crane / Tower crane / Gantry crane Mobile Harbor Crane of 15 Ton or more in a government organizations/Port / Harbour/ Crane hiring organization.
- (f) The candidates proposed by the contractor for crane operation shall have experience in operation of similar cranes. The contractor shall comply with all Rules and regulations issued by the Dock Safety Inspectorate from time to time.
- (g) The Greaser / signal man engaged by the contractor shall have the experience in this field at least for a period of 2 years.

## **2.2. Man power requirement for O&M of Fire fighting equipments.**

- a) Necessary manpower envisaged for O&M shall be deployed by the contractor so as to carry out routine & preventive maintenance and operational checkup as provided under Scope of work effectively.
- b) If any contingency is warranted, the staff deployed for maintenance of fire fighting equipments shall assist the contingent team engaged by other agencies.
- c) The details O&M activity is given under “Scope of work”.

## **3. Payment Terms**

- a) Payment will be made on monthly basis within 2 weeks from the date of submission of invoice and joint measurement accepted by both the contractor & employer. In case it is found that there is under payment / No payment to the employees engaged by the contractor, the action including forfeiture of security deposit, black-listing of the contractor and cancellation of contract may be taken.
- b) While submitting the bill , the contractor must file a certificate indicating the following along with ESI contribution sheet downloaded from ESIC Insurance Portal:-
  - Wages of workers were credited to their bank accounts on (acknowledgment by bank enclosed).
  - ESI Contribution relating to workers amounting to Rs. was deposited on (Copy of challan enclosed with contribution sheet).
  - We are complying with all statutory Labour Laws including Minimum Wages Act.

- c) The payment would be made on monthly basis on verification of attendance sheets, wage Register, monthly ESIC/EPF/Service Tax challan/Deployment sheets/ Duty Roster/ Attendance Sheet duly verified by the designated official of the concerned site/office, documents in support of salary disbursement details.
- d) Workers of contractors should get the wages at least on the tenth (10) day of each month and the contractor must maintain adequate working capital to meet the requirements of the wage payments.
- e) The payment of wages to the staff deployed by the contractor shall not be linked to the payment of bill by CoPA.
- f) If the contractor fails to provide proof of payment of statutory dues, his contract will be liable to be terminated after serving one month's notice.
- g) Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through electronic transfer, the contract will be liable to be terminated.

**3.1. Time frame for attending / rectifying the defect.**

The contractor shall engage the staff for attending the fault without any delay when any faults /defects noticed in the equipments or systems. The Maintenance and operational staff shall be posted in the Main jetty / Amba Office area round the clock for attending the fault. If the fault is not rectifiable by the contractor staff, the contract shall engage the outside person /agency without delay for rectifying the defect.

The items which are being given for AMC with other agencies by the contractor as given in the tender, the agency person shall be made available for rectifying the fault within 6 Hours or earlier from the fault as per the requirements.

The staff shall be made ready before the commencement of each shift and the crane shall be made ready for operation within 15 minutes of the commencement of each shift/operation.

**4. Penalty**

- 4.1. Whenever and wherever it is found that the work is not up to the mark, it will be brought to the notice of the Contractor by the staff of the offices and if no action is taken to do the work up to the mark within the time period of 3 hours , liquidated damages @ Rs. 500/- per complaint shall be imposed. In case the contractor failed to rectify the defects in the stipulated time period penalty will be imposed @ 5000/- for every shift delay or part thereof from first day up to 2 days. If the fault is not rectified within this extended period of 2 days, the rectification work will be entrusted to other agencies at the cost and risk of the contractor. In addition to this, penalty @ Rs 10000/- per day for non performing of the equipment till it is commissioned will be recovered from the contractor.
- 4.2. In case of absence of skilled staff and highly skilled staff /supervisor, a penalty will be imposed @ 1500 per day for each absentee staff. In case of absence of the group, penalty @ 20000/- per day will be imposed in addition to the above.

**5. Nodal Point of Contact**

The Nodal Point of Contact for formal correspondence and for processing the bills shall be Chief Mechanical Engineer on behalf of CoPA and GoI Head Station, Base Unit on behalf of GoI.

- 6. All necessary Statutory Licenses from concerned Government Departments / Local Bodies including the labour department if any necessary for execution of the work are to be obtained by the contractor.

All security and safety regulations and guidelines as per the applicable law are to be followed. All guidelines/directions of CoPA's Security Division must be followed.

**7. Taxes & Duties**

**7.1.** All duties, taxes [including Goods and Services Tax (GST)] and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder. However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/ or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the CoPA/GoI on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

**7.2.** Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the contractor and the same will be deducted from contractor's bills while making payment or when crediting amount to contractors account.

**8. SAFETY**

The contractor shall take necessary precautions to ensure safety of his crew, materials, equipment and the works during the period of the contract. No claim from the contractor for loss of or damage to equipment, materials, crew of the works during the course of the work due to natural causes like cyclones, gales, floods, rains or other cause or combination of causes will be entertained by GOI.

**SIGNATURE OF TENDERER**

## Section-6 Scope of Work

### 1. INTRODUCTION

This section describes the area of operation, the nature of services, repair and breakdown works and the breakup of works for providing services for Operation & Maintenance of Amba Jetty, B & C sites and Drishti Building installations of GoI in W/Island, by the contractor under comprehensive mode with replacement of defective items.

**The scope of work includes the following works:**

- i) Operation and routine maintenance of Electrical, Mechanical and Fire fighting installations at the Main Jetty, Approach Trestle, Pump house, Technology building, Security cabin, Connecting bridge, installations at B&C sites etc. of the GoI in W/Island.
- ii) Operation of electrically operated ELL crane in 2 shifts in a day.
- iii) AMC of VRF ACs, CCTV, Video Conference system, UPS, DG set, diesel engine and pump, split A/c units, EPABX etc.
- iv) Routine Maintenance of CR 100 Rail and Rail Track of 15T ELL crane at Amba Jetty, which includes Cleaning of 400mtr. Rail Track and trench area, Monitoring/ checking the condition of Crane Rail Trench, Crane Rail System and Crane Rails as per the Format enclosed, including Maintenance/ replacement of GR Pad (Girder Rail) and providing corrosion protection coating of metal components in CR 100 Rail, if found required during inspection as per the direction of Engineer at site.
- v) Operation & maintenance of fresh water system
- vi) Operation & maintenance of fenders & pontoons

### 2. DETAILS OF INSTALLATIONS

Following are the probable installations to be operated and maintained by the successful bidder for a period of 2 years. Details of equipments to be maintained are as given below. The contractor shall visit the site before quoting.

S.No	Details of inventory	Approximate quantity	Remarks
<b>I</b>	<b>Transformers</b>		
a	Copper wound-11KV/433V, cast resin, 1600KVA. 3Phase, 11KV/433V, Unipower	1 No (Main jetty)	The equipment is under warranty up to 01/12/2025
b	Copper wound-11KV/433V, cast resin, 160KVA. 3Phase, 11KV/433V, Unipower	1 No ( Amba)	-----Do-----
c	Copper wound-11KV/433V, cast resin, 500KVA. 3 Phase, 11KV/433V, Unipower	5 Nos ( Main jetty, B&C sites)	-----Do-----
<b>II</b>	<b>11 KV installations such as RMU(ABB), CMU (Unipower), VCB (ABB) etc</b>	11 Nos (at various locations of W/Island at Amba jetty and B&C sites)	Item indicative
<b>III</b>	<b>Different types of LT panels, MV Panel, SS junction boxes ranging from 200A to 2500A at 440 V grade, located at Berth, Offices pump house, B, C&amp;D sites etc</b>	20 Nos (At jetty, Amba, B&C sites )	Item indicative

<b>IV</b>	<b>DBs , Switch Boards etc.</b>	(At jetty, Amba, B&C sites, Dhristi Bldg)	Set
<b>V</b>	<b>Variable Refrigerant flow type (VRF), AC system with total capacity 20 HP</b>		
<b>a</b>	Indoor units, cassette type ranging from 0.6 Ton to 3.2 Ton	13 Nos (Amba)	Item indicative
<b>b</b>	Top Discharge units, 10 HP	2 Nos (Amba)	
<b>VI</b>	<b>Variable Refrigerant flow type (VRF) , AC system with total capacity 10 HP</b>		
	Indoor units, cassette type ranging from 0.6 Ton to 3.2 Ton	8 Nos (Pump House roof Top)	Item indicative
	Top Discharge units, 10 HP	1 Nos ( Pump House roof Top )	

<b>VII</b>	<b>Street lighting, yard lighting etc</b>		
<b>a</b>	7 mtrs high Street lights poles with LED fittings with luminary,	70 Nos (Jetty, B&C sites)	Item indicative
<b>b</b>	16 mtrs, High mast / Medium mast with LED fittings with lamp	4 Nos (Jetty, B &C Sites)	
<b>VIII</b>	<b>CCTV system</b>		
<b>a</b>	<b>24 channel NVR, 4 PTZ cameras, 4 Fixed cameras and other accessories</b>	<b>1 set (Jetty)</b>	
<b>b</b>	<b>Other CCTV cameras ( Fish eye, bullet type etc)</b>	<b>10 nos.</b>	Item indicative
<b>c</b>	<b>All items and accessories for above CCTV systems including DVR, NVR, Switches , cables etc. in complete used for same at different locations</b>	<b>LS</b>	
<b>IX</b>	<b>Video Conferencing system with 55" LED monitor and one TV</b>	<b>1 Set (Amba)</b>	
<b>X</b>	<b>EPABX system and connected accessories including Hand sets/ Phones</b>	2 sets, at Jetty building and Dristi building.	Qty Indicative
<b>XI</b>	<b>5 kwp solar panel with 10 kVA inverter and 9600 VAH capacity battery</b>	<b>1 Set (Amba)</b>	
<b>XII</b>	<b>30 KVA UPS with 12000 VAH battery</b>	<b>1 Set (Amba)</b>	
<b>XIII</b>	<b>HT and LT cables</b>	<b>4000 Mtrs (Power supply and control cables for GoI at various roads of W/Island)</b>	
<b>XIV</b>	<b>Internal and External Electrical Installations such as lights, fittings, power outlets, switchboards, distribution boards etc cable &amp; wiring systems in the office, pump house and security cabins viz. light fittings, fans, 5 A plug sockets etc</b>	<b>LS</b>	
<b>XV</b>	<b>Duct lights, kerb lights in the berth</b>	<b>LS (Jetty)</b>	

XVI	<b>Fire hydrant system</b>		
a	Diesel engine with Pumping lines , its prime mover and accessories etc. in complete.	1 No. ( Set)	Diesel Engine- Cummins Electric Motor with Pump – Flowmore - CG (Motor), Flow more (Pump)
b	Pumping line, valve operation, OH & UG tanks accessories etc. in complete.	LS	
c	Electrical Driven motor with pump , panels and accessories	1 No.(Set)	
d	Electrical control system connected with pumping system	Set	
XVII	Fire Alarm Panel with connected control panels, Telephone systems call points, cables etc. in complete.	Set	
a	Smoke detectors	Set	
b	Strobe Lights	Set	
XVIII	DG set with AMF - 50 KVA	1 No (Amba)	
XIX	15 Ton Capacity ELL crane - 1 No with its trailing cable, trailing cable protection system etc	1 No (Jetty)	Under AMC up to 01/05/2027
XX	E Toilets	4 nos. at different locations	Item indicative
XXI	Item such as water cooler, Water heater/greaser, fridge, hot plate/ induction cooker etc.	At Jetty and Dhrishti building	Set
XXII	Interactive Screen	At Jetty at Jetty Bldg.	Make : NEWLINE , 95 INCH.
XXIII	Automatic gate closer	3 sets At Jetty	Cameo Automation
XXIV	TVs	55” - 2 Nos 42” – 2 Nos 32” – 2 Nos	Samsung/Elgi

### 3. THE LOCATIONS OF INSTALLATION:

Main location is Amba jetty, approach trestle, pump house, Amba building, security cabin, B,C & D sites , Dhrishti Building, ELL crane at Jetty etc. in Willingdon Island.

### 4. NATURE OF SERVICES.

- a) The Operations and Maintenance (O&M) services can be both routine (day-to-day) and periodic.
- b) The period of warrantee for different equipments is as mentioned in clause No 2 above. The contractor shall carry out the breakdown maintenance, preventive maintenance, routine maintenance and repairs for the equipment to upkeep the installations.

### 5. GENERAL SCOPE OF WORK:

- a. The following scope of work is only indicative and contractor is advised to use his own judgment in evaluating the quantum of work involved in round the clock operation and maintenance of the systems.



- b. To operate and maintain DG set with rating of the HT and LT power equipment i.e right from the outgoing point of metering equipment, 11KV oil immersed circuit breakers, HT cables, HT panels, 1600 KVA, 500 KVA, 11 kV/443 V transformers, incoming and outgoing LT panels, Switch gear, feeder panels, feeder switchboards, associated protection equipments, cables, control cables, LT bus ducts, battery charges, capacitor panels/power factor correction systems, pump panels, mechanical ventilation and pressurizing system, DBs, Switch Boards, Fire fighting installations, Water controllers, VRF ACs, Split ACs, EPABX, CCTV, VC system, UPS/Solar system/Inverter, Street light/ Highmasts/ Kerb lights/ Under berth lights/Duct lights/Land Scaping Lights, Kitchen Appliances etc. and their associated switchgear etc. round the clock throughout the year.
- c. To monitor & record the incoming supply parameters, make necessary tap changing to maintain the voltage in limits, switching on the capacitor banks, to keep the maximum demand within prescribed limits etc.
- d. To maintain the Internal and External Electrical Installations like lights, fittings, power outlets, switchboards, distribution boards etc cable & wiring pertaining to the same in good working condition. Attending to the complaints/ faults, preventive maintenance to avoid breakdowns etc. round the clock throughout the year. If necessary replacement shall be made by contractor as requested.
- e. To check Earth pits pertaining to all equipments, system and buildings etc, watering them as and when required and testing their earth resistance etc.
- f. To check the transformers parameters and cooling systems for leakage of transformer oil and topping up of the same as and when required.
- g. To check/clean with CTC/ tighten all electrical contacts monthly. The heated terminals if required to be made in proper condition by using appropriate size crimping tool and lugs.
- h. To check and replace, if necessary the performance of all operational safeties. This activity has to be done regularly and as required
- i. To check and clean all electrical fittings including fans on monthly basis and as per requirement.
- j. To lubricate motor/pumps bearings periodically and replace the bearings when necessary and submission of report on monthly basis.
- k. To check electrical circuits and rectify faults as and when necessary.
- l. To clean, tighten electrical contact points once a month.
- m. To replace electrical contacts and other items as and when required.
- n. To tighten all the fasteners of the bus ducts, bus bars and cables as and when necessary and at least once in three months. Also to re-terminate the heated up contacts and replace cabling/wiring as and when necessary
- o. To ensure that the control circuitry of all systems are perfectly working.
- p. To check the silica gel of the transformers and to dry them as and when required.
- q. To test the oil samples of transformers and to give suggestions for dehydration of oil if required.
- r. To arrange for a well-equipped first-aid box and maintain it in a healthy condition to take care of first aid for any eventualities at site.
- s. Arrange all type of repairs, spares & consumables required for proper working of electrical installations.
- t. Any other electrical works as assigned by the engineer in charge essentially required for keeping the equipments in good healthy working conditions though not indicated above.
- u. Operation of DG sets during office working hours and holidays whenever required.
- v. Statutory Inspections and tests like Annual Thorough Examination , Load Test etc for 15 T ELL crane shall be carried out as per requirement by the competent agencies

- w. Yearly servicing of ACB, VCB, 11 KV Panels, RMUs all relays etc has to be done with OEM/ authorized service centre and report shall be submitted.
- x. CEA inspection of Electrical installations as per regulations shall be taken up with CEA.
- y. Cleaning & Housing of Equipments/installation premises, Jetty head, Ducts, underberth etc

**6. OPERATION & MAINTENANCE – ELECTRICAL & MECHANICAL**

The following routine operations are to be undertaken daily/ periodically

- (a) Switching on/off lighting as per schedule. Repair/ replacement of defective bulbs/ tubes.
- (b) Operation of Air-conditioning system.
- (c) Operation of all water pumps, fire pumps, transformers, electric points, cope points, Vessel supply points, internal/external lighting, etc.
- (d) Operation & maintenance of fresh water systems of jetty and buildings.
- (e) Operation & maintenance of fenders 3nos. and pontoons 2nos.

Load Test of Bollards: The load test of bollards is not included in the tender. If this test is required, additional charges will be added. These charges will be communicated and agreed upon before the load test is conducted.

Manpower and Machinery for Fenders and Pontoon Shifting: The provision of manpower for the shifting of fenders and pontoons is within the contractor’s scope. However, the plan and machinery, such as cranes or tugboats required for the safe shifting of fenders, shall be provided by the GoI/CoPA.

- h) Operation (including routine battery check-up tests) of all electric back-up systems such as Inverters, UPS, Generators, etc.
- i) Switching on /off & Operation of solar panels and checking the energy output.
- j) Operation of Jetty Crane in two shifts, Loading and unloading of cargo /equipments from /to the ships at berth as per requirement. (Preventive/ Breakdown maintenance will be done by the supplier (as part of Warranty/AMC.)
- k) Handling of power cables and cable trays for giving shore supply to the vessels/ supply to cope points/ supply for maintenance purpose ensuring proper safety, from/to power supply points available.
- l) Handling of cables for giving networking/telephone connections to the ship from external points for ensuring service.

**7. MAINTENANCE SCHEDULE OF ELECTRICAL/ MECHANICAL EQUIPMENTS.**

<b>ASSET/ EQUIPMENT</b>	<b>ACTIVITY</b>
Transformers, RMUs, VCB panels, cables etc	As per maintenance schedule of OEM Recording parameter Cleaning the room
DG	As per the maintenance schedule of OEM LUBRICATION- Check engine oil level. Check & record parameter of DG set Check battery voltage AIR SYSTEM - Check pre cleance dust pan weekly. COOLING SYSTEM- Check coolant level.

	<p>FUEL SYSTEM- Drain sediments from fuel tanks  Drain air tank.  Check and correct leaks.  Drain fuel filter/Water separator daily.</p>
MV Panels/ LT Panels/Control panels / DBs/ Sockets etc	<p>Visual check of panels, switch gears, relays, cables etc for any sign of overheating, chattering, burning smell etc.  Check relay status, reset if it is tripped.  Cleaning of panels  Check for any loose connection, tight the same if required</p>
VRF/Split ACs	<p>Maintenance and up keeping of ACs shall be done as per OEM standards  Check fault status  Check for air leakage and duct damaged (Ductable A/C)  Ensure recycling operation of A/Cs.  Check of temperature sensor unit for cut off and ON  Take room temp. reading  Check for cleanliness and any abnormal sound /burning smell  Check of temperature sensor unit for cut off and ON  Check A/C grills, clean it if dirty  Check the filter condition for cleaning</p>
Fire Engine of fire pump room	<p>Maintenance and upkeep shall be done as per OEM standards  Check oil leakage in pipes  Cooling system  Check soft water supply  Check for any leakage  Check the air passage for leakage  Exhaust, Check the exhaust for leakage  Fuel system, Drain water and sediments accumulated at the bottom of the fuel tank  Check the fuel level tank and fill up the tank at the end of each working day  Air intake, Remove the dust from the evacuator valve</p>
Fire Pumps	<p>Maintenance and operation shall be done as per OEM standards  Check for all control panels , sensors, suction and discharge valves etc.  Operation of fire pump and hydrants  Check for electrical supply connections.  Check &amp; rectify water leakage  tightness of all connections , seal and glands</p>
Fire detection system	<p>Checking and maintenance of fire control panels, smoke detectors, call points, PA systems, talk back systems etc  Visual examination of the battery condition and its electrical connections feeding the system, rectify the same if found faulty  Rectification of troubles.</p>
Fire hydrants & Fire Extinguishers	<p>Check system pressure of hydrant line  Check for all isolating valves are open  Refilling of Fire extinguishers as required  Check for physical condition of hose reel/ hose pipes, nozzle, connectors etc</p>
Lights	<p>check the on/Off status of all lights, if any found in non-working condition, get it illuminate by replacing/repair the light.</p>

General	Co-ordination with all facilitation & technical rooms for proper working of system
	Recording of Electrical Parameters
	Frequent rounds to site to check the operation & healthiness of equipments
	Supervision & overview of site day to day operation & overcome general complaint
	Maintain log books, check sheets, various registers etc properly in each shift.
	Check the ON/OFF condition of lights as per lighting requirement of Gol
	Check for any humming & chattering noise
	Check for any foul and burning smell
	Check for any tripping & if found reset the same after checking the proper cause.
	Check the relay status
	Check & record the load on panels
	Take all necessary energy meter readings of panel
	Take & record temp. of technical rooms
	Exterior cleaning & dusting of equipments
lighting of all exterior lighting	

## 8. EQUIPMENT/SYSTEM WISE PREVENTIVE CHECKLIST

ASSET/ EQUIPMENT	FREQUENCY	ACTIVITY
Transformers, RMUs, VCB panels, cables etc	<b>weekly</b>	As per maintenance schedule of CoPA/ OEM
	<b>quarterly</b>	As per maintenance schedule of CoPA/ OEM.
DG	Weekly/ monthly	LUBRICATION- Check engine oil level.
		FUEL SYSTEM- Drain sediments from fuel tanks.
		AIR SYSTEM - Check pre-cleance dust pan weekly.
		Check air clearance restriction cleaner, change air cleaner element if required.
		OTHER MAINTAINANCE- Drain air tank.
		Check and correct leaks.
		Drain fuel filter/Water separator daily.
		Check battery status and maintain properly.
No load testing		
Exhaust Fan	Monthly	Check for abnormal sound and vibration
		Measure current and voltage.
		Clean & tightened the connections.
		Visual check for any corrosion and damage.
Panel/Control panel/DB/Socket	Half yearly	cleaning of panels
		Check for any loose connection, tight the same if any,
		Visual check of cable for any sign of overheating
		Clean the contacts of contactors.
		Functioning of switches, relays breakers.

ACs	monthly	Check filter for cleaning
		Check fault status at remote
		Check for any abnormal sound
		Check of temperature sensor unit for cut off and ON
		Cleaning of filters
		Check and clean the drains
		Check for Any Overheating mark.
	Monthly	Wash the cooling coil if required.
		Outdoor unit maintenance.
		Measure current and voltage.
		Check and Tight the nut bolts of indoor and outdoor units.
		Check for proper working of MCB and RCCB
		Tight the electrical connections
Measure the grill temp.		
Fire Engine of fire pump room	Weekly	Lube system
		Check engine oil level by opening Dipstick it should be done initially & 15 min. after shut down, top up req.
		Check oil leakage in pipes
	Monthly	Cooling system
		Check soft water supply
		Check for any leakage
		Check hose pipe connections for looseness
		Check the circulation of water for any restriction
		Fuel system
		Drain water and sediments accumulated at the bottom of the fuel tank
		Check the fuel level tank and fill up the tank at the end of each working day
		Air intake
		Remove the dust from the evacuator valve
	Check the air passage for leakage	
		Exhaust
		Check the exhaust for leakage
		Check exhaust for restriction
		Electric
		Check battery connection for looseness
	Check the electrolyte level of each cell, it should be 1/2" above plates. Fill if required	
	Apply petroleum jelly on battery terminals if required.	
	Quarterly	Repeat the weekly check
		Air intake clean the bowl of air cleaner. Change the element if required
		Electric check the tension of V belt and adjust if required
		Check the connection of starter, dynamo and control panel.
	Half yearly	Repeat the quarterly check
		Lub system Replace the lube oil
replace the lube oil filter element		
Fuel system Clean the filter sleeve with clean diesel		

		Replace the pre filter insert of fuel filter
		Other maintenance, check the tappet valve clearance and adjust if required.
	Yearly	Repeat half yearly check
		cooling system
		clean radiator externally
		Check the thermostat element
Fuel system	Check the fuel injector and adjust if required	
	Clean the fuel tank thoroughly	
Fire Pumps	Weekly	Operation of fire pump
		Check for any leakage /abnormality in pipeline
		Check & rectify water leakage from seal/glands
	Monthly	Greasing of bearings
		tightness of all connections
	Yearly	Check integrity of electrical insulation
Fire detection system	Monthly/ quarterly	Main FACP
		Check the battery terminal
		Tightening the connections
		Clean the panel with soft brush / light air pressure.
		Check the current device status of top
		repeater FACP & MCP & Hooters
		tightening of connections
		cleaning of panels with soft brush/light air pressure
		MCP & hooters testing for correct position
		Smoke detectors
		Operate one trigger device of randomly selected zone circuit to test the ability of control and indicating panel equipment to receive a signal and to sound in presence of GoI/CoPA engineer in charge
		Visual examination of the battery condition and its electrical connections feeding the system
		Heat detector
		Tightening of connections
		cleaning of detectors
		testing to ensure correct operation by heat up detector, in presence of GoI/CoPA engineer incharge
Junction box		
Tightening of connections		
Cleaning of junction boxes		
Continuity checked		
fire hydrants & Fire Extinguishers	Monthly	Check for physical condition of nozzle, connectors etc
		Check pressure and expiry date of all portable fire extinguishers.
		Check system pressure of hydrant line and record
Light	Half Yearly	Check the tightness of connections
		Cleaning of lights
Earthing	Monthly	Visual check of earthing connection
		Tightness of connection
	Yearly	Check the earth resistance and submit the report

## 9. OPERATION OF ELL CRANE

At the start of the shift/ before operating a crane a pre-operational check and an overall visual check should be done by the operator. A log book should be used to record the operation and condition of the crane. Adequate staff shall be maintained under a Supervisor in each shift to carry out the crane operational work.

The crane is intended to be operated in 2 shifts per day from throughout the year i.e. 365 days. The duration of the shifts usually be 8 hours each preferably 6 to 14 hrs and 14 hrs to 22 hrs and whenever time necessary as per the requirement of GOI without any extra cost . In this connection the relevant labour rule shall be adhered to by the contractor.

The operator/assistant shall be provided with the basic amenities by the contractor. The labour force engaged by the contractor shall be provided with weekly off, minimum etc as per rule. For operating of the ELL crane one Operator and one Fitter cum Signal man shall be assisted in the berth for the crane operation. In addition to the above, hooking / unhooking of the cargo in the berth/trucks shall also to be in the scope of the contractor. Sufficient number of work force shall be deployed for hooking/unhooking operation depends on the weight/quantum of cargo without any extra cost.. The contractor shall inform the major break down to the owner / AMC contractor then and there. The contractor shall also clean the crane track and cable trench protection system, cable pit etc. for smooth operation of the crane.

Quantity	:	1 No.
Lifting capacity	:	15T capacity on hook with
Materials to be handled	:	Machine parts, Electrical and mechanical Equipments , break bulk cargo etc.
Hook Assembly	:	Provision for attaching as per crane capacity.
Outreach(radius)	:	28 M
Maximum	:	11 M
Minimum	:	
Rail size	:	CR 100
Tolerance	:	As per clause 8.2.3 of FEM standard
Rail top level with respect to chart datum level.	:	
Height of lift	:	25 m
Above berth	:	13 m
Below berth	:	39 m
Total	:	
Operator's eye level above berth	:	Shall be comfortable for smooth operation and full vision inside deck.
Wheel load maximum	:	20 T
Inclination crane installation	:	+/- 1 degree.
Source of External Power supply (Incoming)	:	415 V; 3phase; 50 Hz AC
Short circuit level at substation.	:	25 KA.
Permissible Voltage and Frequency variations	:	Voltage Frequency
For LT 415 V	:	+10% & - 9% +3% & -3%

Ambient Temperature	:	40°C inside and 45°C outside
Rail span	:	5.9 M
Portal Height	:	4 M ( For easy passage of vehicle)
Wind load	:	180Km/hr =50M/sec
Design wind velocity	:	The crane shall be designed & manufactured so as to operate in any position without any fixing under steady wind pressure of 25kg/m <sup>2</sup> over the full height of the crane.
<b>DRIVES (ALL VVVF)</b>	:	<b>SPEEDS M/MIN</b>
	:	<b>WITH LOAD</b>
	:	<b>EMPTY</b>
	:	15 M/Min
	:	30 M/Min
Hoist & Lowering	:	0.8 RPM
	:	0.8 RPM
Slew motion	:	10.2 AVG
	:	10.2 AVG
Boom luff	:	30 m/min
	:	30 m/min
Gantry travel	:	
The electrical drive controls supplied shall be VC –VFD technology for optimum performance with latest state of art technology.		

**10. SCOPE OF WORK OF FIRE FIGHTING EQUIPMENTS**

SL. NO.	ITEM	SERVICE TO BE CARRIED OUT	NOS/ MTS
1	Engine-Make: Cummins India Ltd. Model.6CTAA 8.3 G4. 6 Cylinder. BHP-341.	Daily inspection to be carried out ie. Check Oil level, Coolant level, Belt tension etc. as recommended by OEM may be considered.	1
2	Diesel driven Fire Pump along with engine & gear box ,pipelines, SS 316 Strainer, control panels, cables, cooling arrangements, valves, supports, fittings, diesel tank, control panels, battery & battery chargers etc.-	<b>Daily, Weekly &amp; Monthly checkup to be carried out as per Schedule to be submitted by the contractor.</b>	1
3	Electrical driven Fire Pump with motor and complete pipelines, SS 316 Strainer, control panels, cables, cooling arrangements, valves, supports, fittings, diesel tank, control panels, battery & battery chargers etc. -	<b>Daily, Weekly &amp; Monthly checkup to be carried out as per Schedule to be submitted by the contractor.</b>	1
4	<b>10" Gate Valve-3nos., 10"NRV-2Nos, 6"Gate valve-3Nos,</b>	Daily check-Gland leaks & line inspection. Monthly inspection to be carried out-Check for Gland leaks, cleaning, greasing, gland tightening if any.	8
5	Pressure Gauges, SS, 6", 0-15 Kg/cm <sup>2</sup> . -5 Nos.	Annual Calibration.	5



6	Cement lining pipe 10", 6" & 4"NB, Sch. 20 ASTM A106 Gr.B /API 5L Gr.B ERW pipes, along with supports, flanges, fittings, gaskets etc. 15mtr,400 mtrs & 25 mtrs.	Daily inspection	440 m
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**11. OTHER ACTIVITIES TO BE CARRIED OUT**

- i. Contractor shall carry out all in-house preventive checks for equipments in scope not covered above and are important for system healthiness.
- ii. Replacement of any other faulty component, which can be replaced/ repaired in- house. (the decision of in-house replacement shall be of GoI/CoPA and bound to contractor).
- iii. Contractor shall prepare the equipment wise monthly failure report and submit the same to GoI/CoPA
- iv. Any released faulty equipment/component shall be the property of GOI/COPA.
- v. Any spare material and consumable required for maintenance shall be provided by the contractor.
- vi. Any failure shall immediately be reported to GOI/COPA engineer through e-mail/message.
- vii. The contractor supervisor shall store the sufficient inventory and consumables to upkeep the system.

**12. PERIODIC MAINTENANCE & REPAIRS.**

- (a) Connecting and disconnecting Electric connection to ship(s) berthed on Jetty.
- (b) Maintenance of electrical and mechanical systems and the associated fittings all over.
- (c) Repairs/ Maintenance of the Air conditioning systems of the Technology Building and the Security Cabin.
- (d) Load testing of all Gears (including bollards) as per laid down norms.
- (e) Testing and charging of all Fire-fighting equipment and systems.

**13. AMCS WITH OEMS**

The following systems/ Equipments shall be placed invariably under AMC with their respective OEM/supplier/Authorised service centres. The contractor shall make agreement with the AMC firm and engage them within 14 days from the date of work order. Also if any defect is noticed in this gap the contractor shall have the full responsibility for repairing and upkeeping the equipments with his own cost. If contractor fails to award AMC contract, the tenderer/Owner/ Cochin Port shall have the full power to recover the amount towards AMC from the delayed period from the bill/ Security Amount after asserting the amount proportionally (5% of amount per day from the monthly rate) .

Sl.No	System	OEM
1	DG set 50 KVA	Greaves Cotton
2	Fire Pump Diesel engine	Cummins
3	Fire Pump & Motor	Flowmore, CG
4	EPABX System and phones	Syntel
5	CCTV, camera and accessories in complete	Axis /Progility
6	Conference System with TV, Camera, Mic, Podium and all connected accessories in complete .	Progility
7	VRF AC	Voltas
8	UPS 40 KVA	Vertiv
9	Split AC units	Voltas
10	Solar Panels	Vikram Solar
11	Solar Invertor (with battery: Exide )	Enertech

\* Makes are indicative and may have changes.

#### 14. MANPOWER

Ther staff strength of 15 persons distributed over three shifts with one Shift –in charge having overall responsibility as per the following pattern

Shift in charge	-	01
Electrical Supervisor	-	05
Electricians	-	05
Fitter (Mechanical) cum Crane Signalmen	-	02
Crane operator	-	02

#### 15. MISCELLANEOUS

- 15.1. The above works also include all requirements of tools, spares, consumables (bulbs, tubes, LED fittings, filters, fasteners, washers, etc), **FUEL FOR FIRE ENGINE PUMP – DG SET / OILS/ LUBRICANTS**, cleaning gear (soaps, liquid detergents, wipes, and material), etc necessary to undertake them satisfactorily.
- 15.2. With regard to maintenance of records of O&M for claiming of expenditure, the norms being followed by the Port shall be applicable. Bills submitted should be worked out based on these records and a summary should be enclosed with the Bill. It is to be noted that records are auditable as per prevailing rules and regulations of the Central Government.
- 15.3. GoI shall provide space to install one AC Porta-cabin at a suitable location to be used as local office (user may have to pay for operating charges such as electricity/ water, if any).
- 15.4. Logistics are to be planned so that all services are efficiently and satisfactorily provided on time.
- 15.5. A suitable mechanism to jointly (CoPA and GoI) monitor all vendors contracted to work on the Jetty shall be put into place to avoid any misunderstanding. This would address following suitably:-
- 15.6. Regular and surprise checks. This would include their attendance record, their proper conduct, obtaining police verification for them, etc.
- 15.7. Liability for safety and security for their respective personnel, equipment and stores should be that of contracted agencies
- 15.8. Monitoring of stores, equipment and spares being moved by contracted firms.
- 15.9. All vendors shall meet the security and safety norms of GoI. Personnel shall don standard safety clothing whilst on work. They shall be required to sign Non-Disclosure Agreement.

#### 16. TOOLS & PLANTS

All the general & special tools, tackles i/c chain pulley blocks etc. required for proper operation, maintenance and repairs/break down etc, shall be arranged by the contractor at his own cost and issue to the staff deployed by him for this work.

Minimum tools but not restricted as per requirements are :

Hand held heat sensor unit for checking the power supply terminals etc. for over heating

Cutting plier - 4 Nos.

Screw driver set - 4 set

Ring spanner full set - 2 Set

Double handed spanner full set - 2 Set

Wrench spanner - 2 Nos.

Hammer - 4 Nos.

Box spanner - 1 Set

Digital Insulation tester/Megger - 1 No.

Clamp meter & multimeter - 1 No

HT Gloves(11kV and above) - 2 set

Allen key spanner set - 1 set

Drilling Machine (Power) - 1 No

Hacksaw, Poker - 1 Set

Cable crimping tool - 02 No

Mini welding/cutting machine - 01 No.

**17. Routine Maintenance of CR 100 Rail and Rail Track of 15T ELL crane at Amba Jetty**

- 17.1 A routine visual inspection must be performed every month , whereas a routine maintenance must be performed every 3 months, unless otherwise stated, as per the below checklist.
- 17.2 After receipt of the written maintenance report from the contractor, when deemed necessary maintenance may be carried out separately.
- 17.3 The routine maintenance includes Cleaning, Inspect/ Monitor/ check the condition of Crane Rail Trench, Crane Rail System and Crane Rails as detailed below:
- 1) Cleaning inside trench for foreign objects or debris accumulation, dust, sand and grit accumulation and/ or spillage (eg. Diesel oil etc.), removal of Drainage blockage and Trench infill with proprietary material as recommended by supplier.
  - 2) Checking/ monitoring of Rail Alignment, Rail Pad Lateral movement, condition of Click Bolts, Rail Clips, Damage or deterioration to corrosion protection coating of metal components, Corrosion/ Deterioration of metal components, Damage/ deterioration of grout under sole plates.
  - 3) Checking for Cracks in welded joints, Abnormal wear on the crane rail head and rail head sides (width), Excessive Corrosion/ metallurgical deterioration of crane rails and Defects to special rail components.
  - 4) As per the routine maintenance if any correction/ maintenance as detailed below, if found required, shall be intimated to the Nodal officer:
    - a) Maintenance/replacement of GR (Girder Rail) Pad and providing corrosion protection coating of metal components in CR 100 Rail may be included in the O&M contract.
    - b) Re- alignment of CR 100 Rail Track (400 Mtr.) and Maintenance of CR 100 Rail Track Rail Clamps with Nuts & Bolts is not included in the O&M contract, but may be carried out externally as per the requirement by inviting separate tender.

**17.4 FORMAT FOR ROUTINE MAINTENANCE OF THE CRANE RAIL TRENCH, CRANE RAIL SYSTEM & CRANE RAILS**

<b>Element</b>	<b>Sl. No.</b>	<b>Inspection Points</b>	<b>Routine Visual Inspection &amp; Maintenance</b>
(A) Crane Rail Trench	A.1	Foreign objects or Debris accumulation inside trench	Inspect trench every month and remove foreign objects. Remove foreign objects ad-hoc as required
	A.2	Dust, sand and grit accumulation and/ or spillage (eg. Diesel oil)	Clean trench every three months. Utilize compressed air or water pressure and detergent.
	A.3	Drainage blockage	As and when required, remove all accumulated objects/ materials that obstruct the grille/drain outlet.
	A.4	Trench infill	Where trench has filled with proprietary filling material, expose 1metre length at 100metre centres every 24 months. Inspect the crane rail system. Refill the trench with proprietary material in accordance with the warrantor’s recommendations.
(B) Crane Rail System	B.1	Rail Alignment	Survey the alignment of crane rails every twelve months. If crane rail alignment (vertical & horizontal) is beyond operational tolerances, record the location on track layout plan and provide descriptions supported with photographs. Inform the GoI Engineer at site.
	B.2.	Rail Pad Lateral movement	Monitor position of rail pad every twelve months. If rail pad lateral movement is greater than 10mm beyond the foot of the crane rail, record the location, provide description and support

			with photographs. Inform the GoI Engineer at site. <b>The Repair/replacement of rail pad, if required shall be carried out by the contractor.</b>
	B.3	Click Bolts	Check the condition of the click bolts in accordance with the warrantor's recommendations. If the problem is systemic take the photographs and record the location and inform the GoI Engineer at site immediately.
	B.4	Rail Clips	Inspect the rail clips every twelve months. Ensure full contact against the side of the rail. If not then record location and provide description, support with photographs and inform the GoI Engineer at site.
	B.5	Damage or deterioration to corrosion protection coating of metal components	Inspect for damage or deterioration of coatings every twelve months. Record location of observed damage or deterioration and provide description, supported with photographs. Inform the GoI Engineer at site where deterioration of the coating is observed. <b>Corrosion protection coating of metal components in CR 100 Rail, if required shall be carried out by contractor.</b>
	B.6	Corrosion/ Deterioration of metal components	Inspect for damage or deterioration every 12 months. Record location of observed corrosion and/ or deteriorated areas and provide description supported with photographs. Inform the GoI Engineer at site.
	B.7	Damage/ deterioration of grout under sole plates	Inspect for evidence of damage every 12 months. Record the location of any observed deteriorated areas and provide description supported with pictures. Inform the GoI Engineer at site.
(C) Crane Rails	C.1	Cracks in welded joints	Inspect for cracks every month. Record location of observed damage on track layout plan, measure and monitor crack width, provide description and support with photographs and/ or record as identified ad-hoc by the terminal operator's engineering staff. Inform the GoI Engineer at site.
	C.2	Abnormal wear on the crane rail head and rail head sides (width)	Inspect the excessive wear every month. Assess whether excessive wear is being caused by quay crane wheel misalignment. Record location, loss of material and/ or remaining head width, provide description and support with photographs. If not due to crane wheel misalignment, inform the Warrantor.
	C.3	Excessive Corrosion/ metallurgical deterioration of crane rails	Inspect for corrosion/deterioration every 12 months. Record location, provide description, photograph and take measurements of the corroded/ deteriorated rail section. Inform the GoI Engineer at site.
	C.4	Defects to special rail components	Inspect for damage to turn outs, cross-overs, fixed points, expansion joints and any other special component included in the subcontract every twelve months. Record location of observed damage, provide description and support with photographs and/ or record as identified ad-hoc by the terminal operator's engineering staff. Inform the GoI Engineer at site.

## BILL OF QUANTITIES

Sl. No.	Particulars
1	<p><b>OPERATION &amp; MAINTENANCE OF ELECTRICAL, MECHANICAL AND FIRE FIGHTING INSTALLATIONS AT THE BERTH &amp; OFFICES OF GOI AT W/ISLAND AS DETAILED BELOW, AS PER THE SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT ENCLOSED, FOR A PERIOD OF TWO YEARS EXTENDABLE BY ONE YEAR AT THE SAME TERMS &amp; CONDITIONS AT THE DISCRETION OF COPA :</b></p> <ul style="list-style-type: none"> <li>a) Operation and Routine / Breakdown Maintenance of all Electrical / Mechanical / Electronic equipments</li> <li>b) Operation of 15Ton ELL crane in 2 shifts per day</li> <li>c) AMC of VRF ACs, CCTV, Video Conference system, UPS, DG set, diesel engine and pump, split A/c units, EPABX etc.</li> <li>d) Operation &amp; maintenance of fresh water systems</li> <li>e) Operation &amp; maintenance of fenders &amp; pontoons</li> <li>f) Routine Maintenance of CR 100 Rail Track which includes Cleaning of 400mtr. Rail Track and trench area, Monitoring/ checking the condition of Crane Rail Trench, Crane Rail System and Crane Rails as per the Format enclosed, including maintenance/ replacement of GR Pad (Girder Rail) and providing corrosion protection coating of metal components in CR 100 Rail, if found required.</li> </ul> <p><b>Total for two years (Rs.)</b> shall be quoted in GeM portal, inclusive of GST</p>

## **PREAMBLE TO BILL OF QUANTITIES**

### **1. General Instructions**

#### **1.1. General**

- 1.1.1.** This Bill of Quantities must be read with Conditions of Contract and the Specifications, and the Contractor shall be deemed to have examined the Specifications, General Conditions of Contract and to have acquainted himself with the detailed descriptions of the Works to be done, and the way in which they are to be carried out.
- 1.1.2.** Notwithstanding that the work has been sectionalized every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it so far as it may practicable to do so.
- 1.1.3.** The detailed descriptions of work and materials given in the Specifications are not necessarily be repeated in the Bill of Quantities.
- 1.1.4.** The Contractor shall be deemed to have visited the Site before preparing his tender and to have examined for himself the conditions under which the work will proceed and all other matters affecting the carrying out of the works and cost thereof.
- 1.1.5.** The Tenderer will be held to have familiarized himself with all local conditions, in so far as they affect the work, means of access and the locality of existing services, in order to execute the Works measured and described hereinafter. No claims for want of knowledge in this respect will be reimbursed.

#### **1.2. Rates and Prices to be Inclusive**

- 1.2.1.** Rates and prices set against items are to be the all-inclusive value of the work as described in the Specification or which can reasonably be inferred there from and are to cover the cost of provision of plant, labour, supervision, materials, test charges, freight, transportation, erection, installation, performance of work, care of works, insurance, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever including all taxes and duties such as turnover tax and every kind of temporary work executed or used in connection therewith (except those items in respect of which provision has been separately made in the Bills of Quantities) and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.
- 1.2.2.** The Specifications are intended to cover the supply of material and the execution of all work necessary to complete the works. Should there be any details of construction or material which have not been referred to in the Specifications or in the Bill of Quantities and Drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices entered in the Bill of Quantities. The rates and prices are to cover the item as described in the Bill of Quantities and if there is inconsistency in the description between the Bill of Quantities, Specifications, the interpretation will be done according to General Conditions of Contract.
- 1.2.3.** The quantities given in the Bill are approximate and are given to provide a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer /

Engineer reserves the right to delete any item and / or increase / reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of work ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item provided that the total contract value does not get altered by more than indicated in conditions of contract. No claim whatsoever for extra payment due to variation of quantities within the above said limit would be entertained.

**1.2.4.** The rates and prices shall include (except where separate items are given) for the provision and operation of the following items, for compliance with the Condition of Contracts, Special Conditions, the specifications and Tender drawings:

- i) Supervision and labour for the Works;
- ii) All materials, installation/erection, handling and transportation;
- iii) All Contractor's Equipment;
- iv) All testing, commissioning, insurance, maintenance, security, welfare facilities, overheads and profit and every incidental and contingent costs and charges whatsoever including;
- v) All temporary fencing, watching, lighting, sanitary accommodation, general security arrangements, welfare facilities and first aid provision;
- vi) Provision and maintenance of Contractor's Site offices, cabins, huts, maintenance and storage areas;
- vii) All taxes and duties including General Tax, Turn-Over tax, Duties etc.
- viii) All necessary temporary services including fresh water, compressed air lines, electrical cabling and switchgear, telephone, walkie-talkie and facsimile facilities
- ix) The maintenance of all Contractor's services;
- x) All insurances for the Works;
- xi) Allow for complying with all environmental aspects as specified;
- xii) For carrying out hot work of any kind contractor should consider safety of vessel in adjoining berth;
- xiii) Detail design of components of temporary works, wherever necessary as directed by Engineer.

### **1.3. Method of Measurement**

Standard Method: The work included in Bill of Quantities once completed will be presented to the Engineer's representative for checking quality and quantity of work. The Engineer's representative after satisfying himself issue a certificate to that effect. Unless stated or billed otherwise quantities shall be measured in accordance with Indian Standard Code No.1200 for civil work and shall be not as they are provided in the works. The rates and prices shall include whatsoever allowance is considered to be necessary for wastage, working spaces, construction slopes and batters.

The mode of measurement and payment described in the relevant technical specifications shall apply for the relevant items.

### **1.4. Currency**

**1.4.1.** All monetary reference herein and the Bill of Quantities shall be priced in Indian Rupee Currency.

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

**AGREEMENT NO. .... OF 2024**

**Sub: “ ..... ”**

THIS agreement is made at Cochin on ..... day of .....Two thousand and Twenty two (..... - .....-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 V. Thurai Pandian, S/o Sri.K.Vairava Sundaram, aged 57 years residing at 7D, DD Bhavanam, Vidya Nagar cross road, Kadavanthra, Kochi-682 020 (hereinafter 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 “ ----- ” vide GeM Bid no: ..... Dt: ..... 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 a letter of acceptance No..... Dt: ..... has been issued to the contractor accepting their tender subject to the “General Conditions of Contract”, “Instructions to the Tenderers” and such other contract documents. And as per one of the terms of the above work order, an agreement has to be executed between the contractor and the employer.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

1. The contractor hereby agrees to execute the work “.....” as described in the schedule, its annexure etc. at the rates shown there under subject to the “General Conditions of Contract”, ‘Scope of work’ and ‘Technical Specifications’ and all hereunto annexed within ..... from the date of issue of Letter of Acceptance 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 -----, in lieu of Security Deposit for the due and proper fulfillment of the contract. The contractor further agrees that the aforesaid Bank Guarantee will be kept valid until one month beyond the expiry of the Guarantee Period. The contractor also agrees that the Bank furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 10% 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 Contractor's bills.

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - a) Cochin Port Authority's GeM Bid No. .... Dt: .....
  - b) Offer from M/s. ....No:..... dated.....
  - c) Cochin Port Authority's LoA No..... Dt:.....
  - d) This office e-mail letter dated ..... and your reply through e-mail received on .....
3. 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 on behalf of M/s.....And on behalf of the Board of Major Port Authority for Cochin Port, 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) Signature with address:
- 2) Signature with address:

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

**EMPLOYER**

Signed and affixed the common  
seal of Cochin Port Authority in the presence of

- 1)
- 2)

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT  
(TO BE EXECUTED ON STAMP PAPER WORTH RS.200/-)  
GUARANTEE BOND NO.**

In consideration of the 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, (hereafter called the “Port Authority” which expression shall include their successors and assignees) having accepted the tender No..... dated ..... submitted by M/s..... (hereinafter called “the said tender”) for name of work “.....” as per the Chief Mechanical Engineer, Cochin Port Authority’s order No..... dated ..... and having agreed to exempt M/s..... (hereinafter called as the “Contractor (s)” which expression shall include their successors and assignees) from the demand under the terms and conditions of the said tender and the agreement to be executed between the Port Authority and the said contractor and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called “ the said agreement”) of Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for **Rs.....** (Rupees .....).

1. We,..... (Name of Bank) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Port Authority an amount not exceeding **Rs.....** (Rupees .....only) against any loss or damage caused to or suffered by the or would be caused to or suffered by the Port Authority by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the agreement.
2. We, ..... Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). 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 an amount not exceeding **Rs.....** (Rupees.....).
3. We,..... Bank Ltd., undertake to pay to the Port Authority 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 ..... Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Port Authority under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer – in – charge on behalf of the Port Authority certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We,..... Bank Ltd., further agree with the Port Authority that the Port Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Authority against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance act or omission on the part of the Port Authority or any indulgence by the Port Authority to the said contractor(s) 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. We, ..... Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port Authority in writing.

This guarantee shall be valid up to unless extended on demand by Port Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to **Rs.....** (Rupees ..... only). and unless in claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

**Dated the .....day of ..... .. . . . . .**  
for ..... Bank Ltd.