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Cochin Port Authority

COCHIN PORT AUTHORITY

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Tender Document

Painting of Pipe lines and Structures at MULT and Barge Jetty of Cochin Port
Authority at Puthuvypeen

**Office of the Chief Mechanical Engineer
Cochin Port Authority
Willingdon Island, Cochin, 682009
Kerala, India**

Tender Document for “Painting of Pipe lines and Structures at MULT and Barge Jetty of Cochin Port Authority at Puthuvypeen”

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

No. D3/MULT /Painting/Product Pipe lines/2024-M

Dated: 25.10.2024

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 reputed firms meeting the Minimum Qualification Criteria specified below for “Painting of Pipe lines and Structures at MULT and Barge Jetty of Cochin Port Authority at Puthuvypeen” Tenderers, who fulfill the Minimum Qualification Criteria and Terms and Conditions given below, may register their tenders through GeM Portal well in advance on or before the scheduled date of submission.
2. **Minimum Qualification Criteria (MQC):** Tenderer shall fulfill the following minimum qualifying criteria to prove the techno - commercial competence and submit the documents in support thereof:
 - 2.1 **Experience:** The tenderers should have experience of having successfully completed similar works during the last 7 (seven) years ending 30.09.2024 should be either of the following
 - 2.1.1 Three contract works, each costing not less than Rs.10,07,100/- OR
 - 2.1.2 Two contract works, each costing not less than Rs.12,58,900/- OR
 - 2.1.3 One contract work costing not less than Rs. 20,14,200/-

Note 1:- Similar works means painting of pipe lines and other structures at oil terminal/petrochemical industry/Off-shore marine structures.

- 2.2 The details of experience shall be furnished as per Annexure-3 of the tender document. Self-attested / notarized copy of work order and work completion certificate issued by the Client shall be submitted along with the tender. The experience for having carried out the work under subcontract to the main contractor will also be considered.
- 2.3 **Financial Turnover:** Average annual financial turnover of the tenderer shall be at least Rs.7,55,400/- during the last three financial years, ending 31.03.2024 (i.e.2021-22, 2022-23 and 2023-24). A statement duly certified by the Chartered Accountant showing the Average annual financial turnover over the last three financial years and audited financial statements for the last three years shall be submitted along with the tender. Chartered Accountant should furnish their UDIN in the certified copy along with UDIN QR Code
- 2.4 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

Year before	Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

Note 3:- The experience certificate of works executed in private organization will be considered for qualification, only on submission of 26AS/TDS certificate along with work order and completion certificate.

Note 4:- Tenderer should submit self attested / notarized copies of Work Order and certificate of satisfactory completion from the Client in support of contracts having been executed as proof

3. Other Eligibility Considerations:

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

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

3.1.2 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. Bid information:

1	Estimated Amount put to tender	Rs. 25,17,693/- including GST
2	Earnest Money Deposit (Exemption shall be given as per Clause No. 6 below)	Rs. 50,400/- (EMD shall be furnished in the form of Account Payee Demand Draft / Banker's Cheque in favor of "FA&CAO, Cochin Port Authority", or Online payment in an acceptable form duly safeguarding the purchaser's interest in all respects)
3	Validity period of tender	90 days from the last date for receipt of tenders
4	Period of Contract	90 days from the date of LoA.

5. 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.

6. 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 bidders are responsible to download Addendums / Amendments / Errata / Replies to the queries of the bidder etc., if any, issued by the Employer, and upload a copy of the Tender Document and Amendments / Corrigendum duly signed in all the pages by the Authorised signatory with Company seal affixed. The Chief Mechanical Engineer reserves the right to call for the Shortfall documents in case the bidders had submitted partial documents.

7. Bank details of Cochin Port Authority are as follows: State Bank of India, Cochin Port Authority Branch, IFSC Code: SBIN0006367, Account No. 41401802288.
8. 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. The tenderers shall furnish a copy of the NSIC / MSME / UAM certificates for the exemption of EMD along with the Technical bid.
9. 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.
10. 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.
11. This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.
12. This work essentially comprises of surface preparation and painting of Fire Water Pipelines, Foam Pipelines, Crude Oil and other Product Lines, Fire Monitor Towers and Base Monitors, Foam Tanks, Cable Trays, Hand Rails, cross over bridges etc. installed at MULT Terminal, as per the Scope of Work indicated in the Tender Document.

Sd/-
Chief Mechanical Engineer

INSTRUCTIONS TO TENDERERS

1. Introduction: Multi-User Liquid Terminal (MULT) has been constructed at Cochin Port in Puthuvypeen, based on a Concession Agreement between Cochin Port Authority (CoPA) and M/s. Indian Oil Corporation Limited (IOCL). The Terminal consists of two Jetties viz. MULT Jetty (for handling LPG and POL cargo) and Barge Jetty (for Bunkers and POL handling) constructed adjacent to the MULT Jetty. MULT Jetty is capable of handling Tankers up to 40,000 DWT. Barge Jetty is capable of handling Barges up to 5000 DWT. Construction works of MULT Terminal were completed in September, 2018. MULT Jetty consists of LPG cargo handling facility (viz. 2 Nos. LPG Loading / Unloading Arms and related safety control Systems, LPG Pipelines to the Booster area etc.) and POL Pipelines to Manifold No.1, utility lines etc. whereas Barge Jetty consists of POL Pipelines to Manifold No.2, utility lines etc. Non-LPG hydro-carbon (POL) handling facilities at MULT Jetty as well as at Barge Jetty is not expected to be operational in the initial phase since line connectivity / storage facilities are not yet established by the stake holders. Full-fledged Fire fighting system has been installed and commissioned at MULT Terminal as per OISD 156 standards (integrated for LPG and other liquids).
2. Minimum Qualification Criteria (MQC): Tenderer shall fulfill the following minimum qualifying criteria to prove the techno - commercial competence and submit the documents in support thereof:
3. Experience: The tenderers should have experience of having successfully completed similar works during the last 7 (seven) years ending 30.09.2024 should be either of the following;

3.1 Three contract works, each costing not less than Rs.10,07,100/- OR

3.2 Two contract works, each costing not less than Rs.12,58,900/- OR

3.3 One contract work costing not less than Rs. 20,14,200/-

Note 1:- Similar works means painting of pipe lines and other structures at oil terminal/petrochemical industry/Off-shore marine structures.

4. The details for experience shall be furnished as per Annexure-3 of the tender document duly self attested / Notarized copy of work order and work completion certificate issued by the Client shall be submitted along with the tender. The experience for having carried out the work under subcontract to the main contractor will also be considered.
5. Financial Turnover: Average annual financial turnover of the tenderer should be at least Rs.7,55,400/- during the last three financial years, ending 31.03.2024 (i.e.2021-22, 2022-23 and 2023-24). A statement duly certified by the Chartered Accountant showing the Average annual financial turnover over the last three financial years and audited financial statements for the last three years shall be submitted along with the tender. Chartered Accountant should furnish their UDIN in the certified copy along with UDIN QR Code.
6. 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 3

Year before	Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

7. **Experience certificates** of works executed in **private organizations** will be considered only on submission of **26AS/TDS certificate**.
8. Performance / Completion certificate shall be submitted in support of the Minimum Qualification Criteria. In the case of ongoing / Running Contracts, if the value of the completed portion of the contract meets the Minimum Qualification Criteria mentioned at Condition No. 3 above the same will be considered for evaluation.
9. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
 - 9.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
 - 9.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
10. 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.
11. 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 Cochin 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.
12. 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.
13. The bidders may please note that the Employer will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalization of the bid. If the Employer find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the Employer.
14. 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 bid.
15. 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.
16. If there are varying or conflicting conditions found in the contract, the conditions mentioned in the GCC will prevail.
17. Any error in description, any omissions there from shall not vitiate the contract and relieve the contractor 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.
18. 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 Cochin Port Authority by the issuing bank.

19. The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.
20. The contractor shall be registered under EPF and ESI Act and shall furnish a copy of the Registration certificates. 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 contractor's bills.
21. The contractor shall be registered under GST and shall furnish copy of the GST registration certificate.
22. Invitation for Bids: The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification criteria. Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will be rejected.
23. 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.
24. Site visit: The Bidder, at the Bidder's own responsibility and risk is advised to visit and examine the work site and its surroundings and acquaint himself before submitting the bid.
25. Clarification of the Bidding Documents: The Bidders 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 document, these shall be sent by mail to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, so as to reach on or before the pre-bid meeting date and time. It is to be noted that no queries, clarifications will be answered after the pre-bid meeting. (Email ID: cme@cochinport.gov.in mathew.varghese@cochinport.gov.in)
26. Pre-Bid Meeting: A prospective Bidder 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.
27. 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 addendum / corrigendum. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum/ corrigendum, if any, will be hosted in the GeM Portal / CoPA Website / CPPP viz. www.gem.gov.in / www.cochinport.gov.in/ www.eprocure.gov.in. It is the responsibility of the Bidders to download such addendum / corrigendum 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, Cochin Port Authority may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice will be hosted in the above mentioned websites.
28. Currencies of Bid and Payment: The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees (INR).
29. Bid Validity: Bids shall remain valid for a period not less than Ninety days (90) after the date of bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any Bidder withdraw his tender before the expiry of validity period, or make any modification in the terms and conditions of the tender which are not as per the tender conditions, will be summarily rejected.
30. Bid Security / EMD:
 - 30.1 Each tender should be accompanied by an Earnest Money Deposit amounting to Rs. 50,400/-

(Rupees Fifty thousand and Four hundred only). EMD shall be furnished in the form of Account Payee Demand Draft / Banker's Cheque in favor of "FA&CAO, Cochin Port Authority", payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

30.2 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. The Bidders shall furnish a copy of the NSIC / MSME / UAM certificates for the exemption of EMD along with the Technical bid.

30.3 Bid Security/EMD will be forfeited if (a) Bidder withdraws his bid during the period of bid validity (b) Successful bidder fails either to commence the work, within the specified time limit or to sign the Agreement or furnish the required Performance Security within the specified time limit

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

31.1 **Part-I, Technical Bid:** Technical Bid Documents shall be uploaded in the GeM Portal, and should contain the scanned copies of the following documents.

31.1.1 Bid Security / EMD or certificate for the exemption of EMD.

31.1.2 Letter of submission as per Annexure-1.

31.1.3 Power of Attorney as per Annexure-2.

31.1.4 Details of experience as per the format at Annexure-3.

The details for experience shall be furnished as per Annexure-3 of the tender document. Self attested/Notarized copy of work order and work completion certificate issued by the Client shall be submitted along with the tender. ***The experience certificate of works executed in private organization will be considered for qualification, only on submission of 26AS/TDS certificate along with work order and completion certificate.***

31.1.5 Financial documents in support of MQC: A statement duly certified by Chartered Accountant showing Average Annual Financial turnover of the tenderer during the last three financial years i.e.2021-22, 2022-23 and 2023-24 along with Profit and Loss statements should be furnished. The Certificate shall contain UDIN in the certified copy along with UDIN QR Code

31.1.6 Copies of PAN, GST Registration, EPF and ESI registration shall be furnished.

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

31.1.8 Declaration as per Annexure-4.

31.1.9 Bank information of the Bidder for e- Payment system as per Annexure-5.

32. **Part II: Financial Bid:** Tenderers shall submit the BoQ / Price Bid in GeM Portal as per Annexure-8.

33. 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.

34. **Technical Bid Opening:** The tender will be opened online in the GeM Portal by the Chief Mechanical Engineer or his representative on the Tender Submission date and time.

35. **Price Bid Opening:** Price Bid of those bidders found responsive after the Technical bid Evaluation will be opened later.

36. Clarification of Bids: Chief Mechanical Engineer shall ask for clarification / shortfall of documents before technical evaluation of the tenders. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted. 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.

37. Examination of Bids and Determination of Responsiveness:

- 37.1 Prior to the Technical evaluation of Bids, Cochin Port Authority will determine whether each Bid; (a) meets the minimum eligibility criteria defined in Clause No. 3 above
(b) has been substantially responsive to the Tender requirements.
- 37.2 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;
- (a) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contractor
- (b) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.
38. 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.
39. Evaluation and Comparison of Bids: 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. Employer's decision on this shall be final, conclusive and binding. **The tenderers shall quote their total cost for all the items as per schedule, including GST, in the GeM Portal.** In order to determine the lowest evaluated bid, Cochin Port Authority will consider overall lowest of all the items together.
40. 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.
41. 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.
42. Release of Bid Security / EMD: The Bid Security / EMD of unsuccessful bidders other than L1 will be refunded immediately after opening the Price Bids. The Bid Security of the successful bidder will be refunded after he has signed the Agreement and furnished the required Performance Security.
43. Performance Security and Security Deposit:
- 43.1 The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:
- (a) Demand Draft / Banker's cheque from any Commercial Bank.
- (b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in *Annexure- 6* of the tender document, from a Commercial Bank or
- (c) On-line payment to the Bank Account of Cochin Port Authority indicated in Clause No. 5 of Notice Inviting Tender.
- 43.2 The value of Security Deposit shall be 10% of the total contract value.
- 43.3 In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of defect liability period.
- 43.4 Cochin Port is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 43.5 In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port shall have unconditional option to encash the Bank Guarantee. The bank shall be obliged to make payment to Cochin Port Authority upon demand.
- 43.6 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.
44. 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, 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.

45. 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:
46. "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;
- 46.1 "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 46.2 "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;
- 46.3 "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
- 46.4 "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.
47. 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.

48. Taking over of Site: The site has to be taken over within 30 days from date of receipt of work order.
49. Completion period: The entire work as per Scope of Work under Clause No.2 should be completed within 90 calendar days (including Sundays and Holidays) from the date of LOA. If the work is not completed within the stipulated time, liquidated damages, as per clause 10.1 of General Conditions of Contract will be applicable. In case work could not be carried out due to the shipping movement, rain or any other requirement of Cochin Port Authority, such days will not be reckoned for calculating the completion period. The contractor shall maintain a record of such days lost due to above-mentioned reasons duly counter signed by the Engineer-in-charge so as to waive the Liquidated Damages during the shipping days.
50. Guarantee: Painting works shall be guaranteed for a period of 12 months from the date of completion of the entire work and certified by the Engineer in Charge. The Contractor shall guarantee that the chemical and physical properties of the paint materials used are in accordance with the specification contained herein. The contractor shall rectify free of cost any defects occurring during this period. If the defects are not rectified by the contractor within the period of one month, the guarantee period will be extended further by the period of lapse from the contractor's side. In case of any disputes as to whether any materials/ workmanship is defective, the decision of the Chief Mechanical Engineer, Cochin Port Authority shall be final and binding.
51. The work shall be carried out so that the downtime of the berth is kept to a minimum, and disruption of operations at the terminals is avoided as far as possible. The scrap materials generated during the course of work shall be cleared off from the MULT site, at the risk and cost of the contractor. While disposing the scraps all the regulatory requirements have to be complied with. The contractor shall take care to clean the work site from time to time for easy access to the work-site and also from safety point of view. Work site should always be kept clean to the entire satisfaction of the Engineer-in-charge/ authorized representative. Before handing over the site to Cochin Port Authority, the contractor, in addition to other formalities to be observed as detailed in the document, shall clear the site at his own expense and leave the whole area used by him in clean and tidy condition to the entire satisfaction of the Engineer-in-charge.
52. Being hazardous area all safety precautions should be under taken while executing the work under the instruction of the Chief Mechanical Engineer or his representative. Normally all works shall be executed at MULT Jetty and Barge Jetty during the day shift on working days. If any work is to be carried out other than this time, the contractor may obtain prior permission in writing from the Chief Mechanical Engineer, CoPA
 - 52.1 The entire painting work shall be done under the supervision of the Contractor's engineer. The Contractor shall ensure safe and sound work practices for the contract.
 - 52.2 Facilities provided by Cochin Port Authority subject to availability:
Electricity at the prevailing rates, terms and conditions.
 - 52.3 Access to site: The work site at 'MULT Jetty and Barge Jetty' is accessible through road from Puthuvypeen. The contractor is expected to visit the site and satisfy himself of the actual site conditions. The contractor shall arrange proper means of transport of his own, for transporting his materials, equipments and labour to the work site.
53. Safety and Security:
 - 53.1 The contractor shall carryout hot work at the MULT only when the berth is free of ship. To carry out hot work at the tanker berths prior sanction of Dy. Conservator/Dock Master shall be obtained in writing by giving advance intimation.
 - 53.2 The Work men deployed for the work at site and the materials brought by the contractor for the work shall be insured at his own cost. Cochin Port Authority will be in no way responsible for the accident / loss / damages to the men/ materials in connection

with the work. A copy of the insurance certificate is to be submitted to the Engineer-in-charge before commencement of work. The above insurance shall be valid throughout the currency of the contract.

53.3 The contractor shall furnish the list of employees working under him at the MULT Jetty and Barge Jetty before starting the work. Any change in employees shall be made only with prior permission of Engineer-in-charge.

53.4 All employees of the contractor working at the site shall have a valid entry pass issued by the Security Officer, Cochin Port Authority. Entry passes will be issued only to those employees who are covered under the insurance.

53.5 The contractor himself has to ascertain the labour situation and trade union problems prevailing at the site and is liable to sort out the problem at his own risk, so as not to affect the work.

53.6 The instruction / procedures recommended by the Fire/ Safety Divisions of Cochin Port Authority, and approved by the Deputy Conservator / Chief Fire Officer, Cochin Port Authority shall be complied- with.

53.7 The contractor shall take necessary precautions and comply with Rules, regulation, bye-law, applicable code and safe working practices.

53.8 All safety protection / precaution as per Statutory and Regulatory requirements for the safety of the workmen, supervisors and materials are to be provided by the contractor.

54. Payment terms to the contractor shall be as follows:

100% Payment will be released after successful completion of the Project and certified by the Engineer-in-charge. The payment will be released within 30 days from the date of submission of Invoice duly mentioning the GST number of the Bidder and CoPA.

55. Progress of work:

55.1 The contractor shall submit the program to the Engineer-in-charge to carry out the work on weekly basis so as to review the progress of works.

55.2 The sequence in which the works are to be carried-out shall have the approval of the Engineer-in-charge/ authorized representative and shall be such as Bar chart showing the estimated dates of commencement and completion of the different stages of work, within 2 weeks of receipt of work order and obtain approval for the same.

56. The contractor shall execute the work in such a manner that all the existing structures overhead lines, existing pipelines, utilities, etc. are not disturbed /altered / damaged. Any damages caused shall be made good by the Contractor at his own risk and cost.

57. The area mentioned in the document is only approximate. The contractor shall be required to augment this list of required materials, based on the actual verification at site. The payments will be effected based on the actual measured quantity of work.

GENERAL CONDITIONS OF CONTRACT

1. Definitions: In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
 - 1.1. “Approved” or “Approval” shall mean approval in writing.
 - 1.2. “Bidder / Tenderer” means the person or persons, firm, Corporation, or Company who submits a Bid / Tender for the subject work.
 - 1.3. “Contractor” means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
 - 1.4. “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - 1.5. “Contract Documents” means the documents listed in the contract agreement, including any amendments thereto.
 - 1.6. “Contract Price” is the price stated in the LoA and thereafter adjusted in accordance with the provisions of the Contract.
 - 1.7. “Chief Mechanical Engineer” shall mean the Chief Mechanical Engineer of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.
 - 1.8. “Day” shall mean English Calendar Day.
 - 1.9. The “Drawings” shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the Contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the Contractor or by the Chief Mechanical Engineer in accordance with these contract conditions.
 - 1.10. “Employer/Cochin Port Authority / CoPA / Port / Board” means Board of Major Port Authority for Cochin Port, a body corporate under the Major Port Authorities Act 2021, acting through its Chairperson, Dy. Chairperson, Chief Mechanical Engineer or Deputy Conservator or any other officers so nominated by the Board.
 - 1.11. “GCC” mean the General Conditions of Contract.
 - 1.12. “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.
 - 1.13. “Month” shall mean English Calendar Month.
 - 1.14. “Engineer”/ “Officer in-Charge” means Employee of Employer or any other person or firm, nominated by the Employer.
 - 1.15. “Sub-Contractor” means any natural person, private or Government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the contractor, under intimation to the Employer.
 - 1.16. “Specifications” means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be made from time to time, be furnished or approved in writing by the Employer.
 - 1.17. “The Site” shall mean the MULT Jetty and Barge Jetty of Cochin Port Authority in or upon which the system or works is or are to be provided, executed, done or carried out.
 - 1.18. The “Schedule” shall mean the schedule or Schedules attached to the specifications.
 - 1.19. “Tender” means the offer of the Contractor along with all other relevant documents as referred to in the contract.
2. Commencement of Service: The Painting work is required to commence within 7 days from the date of issue of Letter of Acceptance by the Employer.

3. Performance Security / Security Deposit:

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

- 3.1.1 Demand Draft / Banker's cheque from any Commercial Bank.
- 3.1.2 An irrevocable and unconditional Bank Guarantee as per the format enclosed in Annexure-6 of tender, from a Commercial Bank.
- 3.1.3 On-line payment to the Bank Account of Cochin Port Authority indicated in Clause No. 5 of Notice Inviting Tender.

3.2 The value of Security Deposit shall be 10% of the total contract value.

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

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

3.5 In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option for encashment of the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.

3.6 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.

4 Execution of Agreement: Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the Contractor shall prepare two sets (one original and one duplicate) of the Agreement as per **Annexure-7** attached in the tender, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Authority duly executed on Kerala stamp paper of Rs 200/- within 28 days from the date of LoA. Original of the agreement will be retained by the Cochin Port Authority and the duplicate will be returned to the Contractor after the signature of the Chief Mechanical Engineer.

5 Assignment and Sub-letting: The contractor shall not be permitted to sublease / sublet the work nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Employer and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

5.1 If the Engineer in charge or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff 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.

6 Insurance:

6.1 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 contract Period for the following:

- 6.1.1 loss of or damage to the Works, Plant and Materials
- 6.1.2 loss of or damage to Equipment;

- 6.1.3 loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- 6.1.4 Personal injury or death.
- 6.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer in charge 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.
- 6.3 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.
- 6.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer in charge or his nominee.
- 6.5 Both parties shall comply with all conditions of the insurance policies.
- 7 The Contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labor 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.
- 8 Contractor to indemnify Board:
- 8.1 The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:
- 8.1.1 Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution of the Contract by the Contractor and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents.
- 8.1.2 Damage to or loss of any property, real or personal; and
- 8.1.3 Any loss or damage arising to the Employer by reason of breach of any of the conditions of this Agreement by the Contractor.
- 8.2 Should Board have to pay any money in respect of any claims or demands in connection with the Contract, the amount so paid and the costs incurred shall be charged to and paid by Contractor and the contractor shall not be at liberty to dispute or question the right of Cochin Port Authority to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.
- 9 Payment terms to the contractor shall be as follows:
- 9.1 100% Payment will be released after successful completion of the Project and certified by the Engineer-in-charge. The payment will be released within 30 days from the date of submission of Invoice duly mentioning the GST number of the Bidder and CoPA.
- 9 Payment of Taxes & Duties :
- 9.1 The Contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Work. The Contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. The contractor is also bound to pay any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties.
- 9.2 Income Tax Deduction: TDS at the applicable rates will be deducted from the payment of Revenue.
- 9.3 TDS under GST Law shall also be deducted as per prevailing rates.

10 Liquidated Damages:

- 10.1 Except as provided under GCC Clause No. 11 (Force Majeure) and Clause No. 12 (Extension of date of commencement of contract), if the Contractor fails to complete the contract in all respects within the scheduled time of completion of contract, the Contractor shall be liable to pay to the Cochin Port Authority as liquidated damages, a sum equivalent to 0.5% of the total contract value, per week or part thereof of delay subject to a maximum of 10% of the total contract value.
- 10.2 The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in commencement of contract nor prevent the recovery of the said liquidated damages, unless extension of contract is granted by the Employer in writing in respect of any delay not attributable to the Contractor viz. Non availability of berth due to Shipping operations and other hindrances. The liquidated damages paid/ recovered as above shall not relieve the Contractor from the obligation to complete the contract or from other obligations and liabilities under the contract.

11 Force Majeure:

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

12 Extension of date of commencement of contract:

- 12.1 Except in case of force majeure, as provided under GCC Clause No. 11, a delay by the contractor in commencement of the contract/work shall render the contractor liable to the imposition of liquidated damages pursuant to GCC Clause No. 10 (Liquidated Damages) of GCC, unless an extension of time is agreed upon, pursuant to this clause.

13 Termination of Contract:

- 13.1 The Employer reserves the right to terminate the contract by giving 30 days notice to the Contractor, in case of a breach of agreement.
- 13.2 The Employer reserves the right to terminate the contract by giving 30 days notice to the Contractor, if the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.

- 13.3 The Employer may at any time terminate the Contract by giving 7 days notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.
- 13.4 Employer reserves the right to terminate the contract by giving 30 days notice in writing to the Contractor in the case of the contractor is not able to commence the work/contract as per the scheduled date of commencement.
- 14 Compliance with statutory requirements:
- 14.1 The Contractor shall at all times during the contract period comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Employees Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye- laws or scheme by the Contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor. All statutory Approvals are in the contractor's scope. For the work carried out within dock area in the vicinity of any wharf or quay, the contractor shall abide by all the provisions of the Dock Workers (Safety, Health &Welfare) Regulation 1990.
- 14.2 Notwithstanding the contractual obligation, the Board shall be entitled to all protections and defenses under the provisions of the Major Port Authorities Act, 2021 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.
- 15 Contractor's subordinate staff and their conduct:
- 15.1 If and whenever the Contractor's employees, agents, or other employees shall in the opinion of the Engineer-in-charge be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Engineer-in-Charge, it is undesirable for administrative or any other reason for such persons to be employed in the terminal, the Contractor, if so directed by the Cochin Port Authority shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Cochin Port Authority.
- 15.2 Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
- 16 The Engineer in Charge for the contract shall be the Assistant Executive Engineer (Mechanical), MULT, Cochin Port Authority.
- 17 Dispute between the contractor and Cochin Port Authority
- 17.1 In the event of any dispute or differences arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations.
- 17.2 In the event of failure of mutual discussions/ negotiations, the parties may refer the dispute before the Court of Competent jurisdiction
- 17.3 In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ litigations, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/ Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/ new cases. Recourse to such conciliation shall be open before, during or

after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for Cochin Port subject to the delegation of powers.

- 18 Governing law: The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.
- 19 Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.
- 20 Employees of Board not individually liable: No official or employee of the Board shall in any way be personal bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

SCOPE 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.

2. PAINTING SCHEME

2.1 Surface preparation: The corroded/ rusted areas of the Marine Loading Arms (MLAs), pipe lines, towers structures etc. shall be thoroughly cleaned by Scrapping/chipping, using mechanical/ hand tools/ emery paper and also by using suitable cleaning agent. The other areas (non corroded) shall be cleaned thoroughly using a cleaning agent to remove the impurities completely.

2.2 Application:

- a. **Primer for the cleaned bare surface area:** After surface preparation, one coat (**135-150 µm**) of Epoxy mastic high build primer shall be applied on dry bare surface immediately to avoid oxidation, in the presence of EIC/authorized representative.
- b. **Finish Coat:** One coat (**100-125 µm**) of Poly siloxane finish coat shall then be applied over the complete area as per the Scope of work. The final shade shall be slightly different from the existing colour with the approval of the Engineer-in-charge.

2.3 During rainy days the painting shall be avoided so as to ensure proper finish is achieved. The Engineer-in-charge/ authorized representative shall have the discretion to insist on re-cleaning, as may be required before primer application is taken up based on the quality of work carried out on the surface of the pipes and various structures.

2.4 The Paints used shall be Akzo Nobel/ Zigma/ Jotun/ Asian Paints/ Berger/Indigo. The primer as well as the other materials shall be of same brand and shall be got approved by the Engineer-in-charge/ authorized representative at site before application. The primer as well as the finishing coat shall be applied as per the manufacturer's recommendation in the catalogue/ brochure and the interval for the application of the primer and the finishing coats should be strictly adhered to as per manufacturer's instruction. The opening up of the primer and paint containers shall be in the presence of Engineer-in-charge or his representative as may be nominated by the Chief Mechanical Engineer and mixing is to be carried out as per the manufacturer's instructions. No thinner, turpentine, kerosene or any other agent will be allowed to be added along with the paint for any purpose other than those specified by the manufacturer. If any work area or any other place get spoiled or affected while carrying out the work, the same should be cleaned and made good at the contractor's sole risk and cost, to the entire satisfaction of the engineer-in-charge or his authorized representative. The contractor should make his own arrangement to build necessary scaffolding for painting the structure at height and the cost of scaffolding and other structures required for the work shall be borne by the Contractor and accordingly the cost shall be quoted.

2.5 Inspection: The following stage inspection will be performed and contractor shall offer the work for inspection and approval at every stage is to be obtained before proceeding with the next stage. Stages of inspection shall be as follows. a) Surface preparation b) Primer application c) Finish coat of paint. Any defects noticed during the various stages of inspection shall be

rectified by the contractor to the entire satisfaction of Engineer-in-charge/authorized representative before proceeding further.

2.6 **Coating Specification:**

(i) **Epoxy-Mastic high build (Primer)**

Finish	: Glossy/ Matt
Type	: Two Pack
Application	: Brush or spray
Type of epoxy	: Condensation product of Bisphenol-A and Epichlorohydrin with terminal epoxide group Coal tar blend.
Curing Agent	: Polyamide
Volume solids	: 80 ± 2% (by volume)

(ii) **Poly siloxane Finish Coat**

Colour	: As Approved
Finish	: Glossy
Type	: Two Pack
Application	: Brush or Spray
Volume solids	: 75 ± 1%

2.7 **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.

The various tidal levels in the area as per Naval Hydrographic Chart No.2004 are as indicated below for the general guidance to the tenderer.

<u>Tide</u>	<u>Levels with reference to Port Chart datum</u> (in metres)
Highest High Water Level	: +1.20m
Mean High Water Spring (MHWS)	: +0.92m
Mean Low Water Spring (MLWS)	: +0.80m
Mean Sea Level (MSL)	: +0.582m
Mean High Water Neap (MHWN)	: +0.60m
Mean Low Water Neap (MLWN)	: +0.30m
Lowest Low Water Level	: +0.20m

2.8 **Wind**

Wind at Cochin is highly influenced by the land and sea breezes. Wind direction changes from north-east during morning hours to west during evening for the period of October to May. During peak of south-west monsoon, especially from June to September, predominant wind direction remains south-west both during morning and evening hours. Due to strong monsoon winds, effect of land winds is not dominant during south-west monsoon. During the non-monsoon periods, the predominant wind direction is from north east during the morning and west during the evening which shows influence of land breeze.

2.9 **Rainfall**

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

2.10 Temperature

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

3. Time Schedule and monitoring of progress

3.1 The successful tenderer shall prepare and furnish within seven days of the receipt of LoA a detailed work schedule indicating key activities and critical items for completing the work within the stipulated contract period. This time schedule forms the basis for monitoring the progress of work.

3.2 The Contractor shall furnish to the Engineer-in-Charge weekly progress reports of the work during execution in the approved proforma indicating delay, if any, its reason and proposal to cover up the delay

4. Facilities to be provided by the Port

4.1 Contractor's work area:

The Contractor will be provided open / covered space free of cost for storage of Paints and necessary tools etc., adjacent to the work site for the duration of the contract. The site shall be cleared, if so required by the Employer, at his cost.

4.2 Power –Facilities provided by Cochin Port Authority subject to availability

Electricity if any required for the work by the Contractor shall be provided at the nearest location available on chargeable basis at the prevailing rates, which is subject to revision as per the tariff.

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

5. Contractor's responsibility

5.1 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.

5.2 Samples of all materials for the work shall be got approved by the Engineer-in-Charge before procurement.

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

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

- 5.5 The Contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and these shall be made good or compensated at his risk & cost.
- 5.6 The Contractor shall take all care and precautionary measures for avoiding any kind of damage/accident in the work site on any account. The department shall not entertain any claim from the Contractor whatsoever towards compensation for any damage/accidents at the site due to negligence from his part, during the execution of work.
- 5.7 The Contractor shall prior to commencement of the work insure in the joint names of the Employer and the Contractor against all loss or damage from whatever cause arising for which he is responsible under the terms of Contract.
- 5.8 The work shall be arranged by the Contractor without causing any damage to Port's/ any other structures. Any damage caused by the Contractor's operation shall be compensated/ made good at Contractor's risk and cost to the satisfaction of the Engineer-in-Charge of the works, failing which department will do the rectification work and the cost incurred will be recovered from any sum due to him from the Port.
- 5.9 All plants and equipment and consumables required for the whole work shall be provided by the Contractor at his own cost.
- 5.10 The Contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer-in-Charge of the work and any construction so put up shall be removed by the Contractor whenever the Engineer-in-Charge calls upon the Contractor to do so.
- 5.11 The Contractor shall take all care and precautionary measures for avoiding damage or accidents to the work from vehicular movements or other operations in the area. The department will not entertain any claim from the Contractor whatsoever, towards compensation for any such damage or accident occurring during the execution of the contract.
- 5.12 The Contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, barricading, warning signals etc. shall be done at the Contractor's cost as directed by the Engineer-in-Charge of the work. **The Contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, safety belts, boots etc. to the workmen at his own risk and cost. It shall be the Contractor's responsibility to ensure that the workmen make use of the personnel protection equipments during the execution of the work.**
- 5.13 The work shall be arranged by the Contractor without causing any hindrance to the vehicular traffic 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.
- 5.14 No information or photograph concerning the works shall be published without the prior permission of the Chief Mechanical Engineer and drafts of all such proposal/ publication shall be submitted for approval.
- 5.15 The information and data shown in the drawing and detailed elsewhere in the tender document are furnished for general information and guidance only and the Port Authority in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the tenderer.

- 5.16 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 5.17 The Contractor shall take all precautions for not to damage any cables / pipelines etc. passing through the area of work and if any damage is caused by him, the same shall be rectified at his own risk and cost.
- 5.18 All the works are to be carried out with minimum disturbance to the other facilities near the work site. Any damage caused to the facilities near the work site shall be made good to the original condition at their cost.

6. Workmanship

- 6.1 The whole Work shall be completed in a diligent manner within the contract period and defect or imperfection if any, observed during the defect liability period/ guarantee period, shall be rectified at Contractor's cost to the full satisfaction of the Engineer-in-Charge within the time allowed.
- 6.2 **The work shall be arranged in the order of preference and completed as directed by the Engineer-in-Charge of work.**

7. Temporary Works

- 7.1 All scaffolding, staging, bracing and other temporary works required for proper execution of the works, shall be provided by the Contractor at his own cost, unless stated otherwise and that should be inclusive of all materials, labour, supervision and other facilities.
- 7.2 On completion of the works, temporary works if any provided by the Contractor shall be removed from the site and the area shall be reinstated to the original condition at his own risk and cost.

8. Time for Completion

- 8.1 The time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the Contractor. The work shall throughout the time period be preceded with diligence, time being deemed to be the essence of the contract.

9. Working Time

The normal working time of the Port Authority is from 8 a.m. to 4.00 p.m. from Monday to Saturday and Sunday will be a weekly off. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer-in-Charge for the same.

10. Method of Execution

- 10.1 The successful Contractor shall clearly indicate the method proposed by them for executing the various items of works on receipt of LoA. During the actual execution of the works if modifications or changes in the method of execution of work are found necessary the Contractor shall obtain approval from the Engineer-in-Charge of work for such modifications or changes in the method.

SIGNATURE OF TENDERER

Details of Pipelines and Structures to be painted attached as Appendix-1 below

Appendix-1

Sl. No.	Scope of Work	Length of pipes in mtrs.	OD of pipes in mtrs.	Surface area in Sq. m.
A. COMMON PIPELINES FOR IOCL AND COPA				
1	450 mm Tower and Hydrant line header with valves	318	0.4627	462.0
2	350 mm line from pumps to header with Gate valves and NRVs, Barge Jetty/Booster area hydrant line through FP room, Tower monitor line from service platform start to BDs.	103	0.3627	117.3
3	300 mm hydrant line from MULT trestle to DG station with valves (including line to booster area)	292	0.3127	286.7
4	250 mm tower line from BD's to tower monitor's, hydrant line for MULT Jumbo Curtain and U/DECK with Gate valves and DVs	163	0.2627	134.5
5	200 mm drain line from 450 mm header line, U/D line with Gate valves, DVs and double hydrant post	10	0.2127	6.7
6	150 mm Jockey line to header, MULT hydrant posts, hydrant line from BDs to MDs, fuel station and DG station with valves and double hydrant posts	323	0.1627	165.0
7	100 mm hydrant line to FEH and IFSC with Gate valves and DVs	17	0.1127	6.0
8	80 mm SS engine cooling lines and FEH line with valves with valves and DVs	59	0.08	14.8
9	50 mm SS engine cooling lines, tower curtain line and drain line at BD(1/2) with valves	51	0.05	8.0
10	25 mm SS engine cooling lines	36	0.025	2.8
11	SS Under deck berth protection lines (network) 80mm dia-12m (6 nos) X 30m (2 nos)	132	0.08	33.2
12	100 mm Foam line from Foam tank to Foam pump and from Foam pump to MULT approach trestle with Gate valves and NRVs	38	0.1	11.9
13	80 mm Foam line from MULT approach trestle to Service platform	101	0.08	25.4
14	50 mm Foam return line and inline balance proportionator line at BD1/2, BD3/4	109	0.05	17.1
15	25 mm Foam filling line with tank fittings, Foam line to Ground water / foam monitors at MULT	77.5	0.025	6.1

16	150 mm Potable water line valves (galvanized carbon steel A 53 GR-B #150)	250	0.15	117.8
17	80 mm Potable water line with IFSC	7	0.08	1.8
18	80 mm Fuel oil line from Filling point to UG tanks with valves and fittings(CS #150 API 5L GR-B)	17	0.08	4.3
19	40 mm Fuel oil line from UG tank to DG set tanks and FP tanks with valves and fittings (CS #150 API 5L GR-B)	322	0.04	40.4
20	25 mm Fuel oil return line to UG tanks and Fuel oil distribution line to FP Diesel sub tanks and Engines with valves and fittings (CS #150 API 5L Gr. B)	130	0.025	10.2
	TOTAL AREA			1471.9

B. EXCLUSIVE PIPELINES FOR COPA

Sl. No.	Scope of Work	Length of pipes in mtrs.	OD of pipes in mtrs.	Surface area in Sq. m.
1	300 mmWO line with valves and fittings (CS #300 API 5L Gr. B, Wall thickness 9.53 mm,OD 323.9 mm, ID 304.8 mm)	257	0.3239	261.4
2	100 mm rain water/spillage line to slope tank with valves	1	0.1	0.3
3	80 mm drain line to stripper pump with valves and fittings	14	0.08	3.5
4	50 mm Pig launcher drain to stripper pump with valves and NRVs, TRV line, Stripper pump delivery line to slop tank with valves and fittings and Slop return line with valves and NRVs to Manifold 1	286	0.05	44.9
5	100 mm Pig receiver drain line to slope tank with valves and NRVs	44	0.1	13.8
6	80 mm drain line to slop tank line and slop transfer line to outside with valves	33	0.08	8.3
7	50 mm TRV overflow to slop tank line with valves and fittings	5	0.05	0.8
8	ND 300 mm WO line with valves and fittings(CS #300 API 5L Gr. B, Wall thickness 9.53 mm,OD 323.9 mm, ID 304.8 mm)	229	0.3239	232.9
9	100 mm rain water/spillage line to slope tank with valves	14	0.1	4.4
10	80 mm drain line to stripper pump with valves and fittings	13	0.08	3.3

11	50 mm Pig launcher drain to stripper pump with valves and NRVs, TRV line, Stripper pump delivery line to slop tank with valves and fittings and Slop return line with valves and NRVs to Manifold 2.	318	0.05	49.9
12	100 mm Pig receiver drain line to slope tank with valves and NRVs	31	0.1	9.7
13	80 mm drain line to slop tank and Slop transfer line to outside with valves	31	0.08	7.8
14	50 mm TRV overflow to slop tank line with valves and fittings	5	0.05	0.8
15	150 mm Compressed air line with valves (Galvanized carbon steel A 53 Gr. B #150)	250	0.15	117.8
16	80 mm Compressed air line	7	0.08	1.8
17	25 mm Nitrogen line with valves and fittings (carbon steel ERW A 106 Gr. B #150)	302	0.025	23.7
18	25 mm Nitrogen line inside Manifold 1	11	0.025	0.9
19	150 mm Potable water line with valves (galvanized carbon steel A 53 Gr. B #150)	146	0.15	68.8
20	100 mm Compressor line with valves (galvanized carbon steel A 53 Gr. B #150)	246	0.1	77.2
21	80 mm Potable water line with IFSC and Compressed air line	4	0.08	1.0
22	25 mm Nitrogen line with valves and fittings (carbon steel ERW A 106 Gr. B #150)	253	0.025	19.9
23	25 mm Nitrogen line inside Manifold 2	11	0.025	0.9
24	300 mm hydrant line from DG station to Barge jetty with valves	324	0.3127	318.1
25	250 mm line in Barge Jetty with Gate valves	119	0.2627	98.2
26	200 mm hydrant line to Manifold 2 with Gate Valves and Double hydrant posts	50	0.2127	33.4
27	150 mm line in Manifolds and Barge jetty with valves and double hydrant posts	180	0.1627	92.0
28	80mm barge jumbo curtain line with valves and DVs	10	0.08	2.5
29	40 mm Foam line to Barge Jetty	629	0.04	79.0
30	40 mm Underground Foam line to Barge Jetty in front of Fuel storage area and DG station	52	0.04	6.5
31	25 mm Foam line at Barge Jetty	6.5	0.025	0.5
	TOTAL AREA			1583.8
C. COMMON STRUCTURES FOR IOCL AND COPA				

Sl. No.	Scope of Work	Surface Area in Sq. m.
1	MULT Jetty Tower Monitors, Hand Rails, Walkway Bridge, Cross over platforms, Cable tray support, Firewater line support, Pipeline support, Fire pump room structures, MULT Jetty road cross over, DG station, Fuel station	3850.0
	TOTAL AREA	3850.0

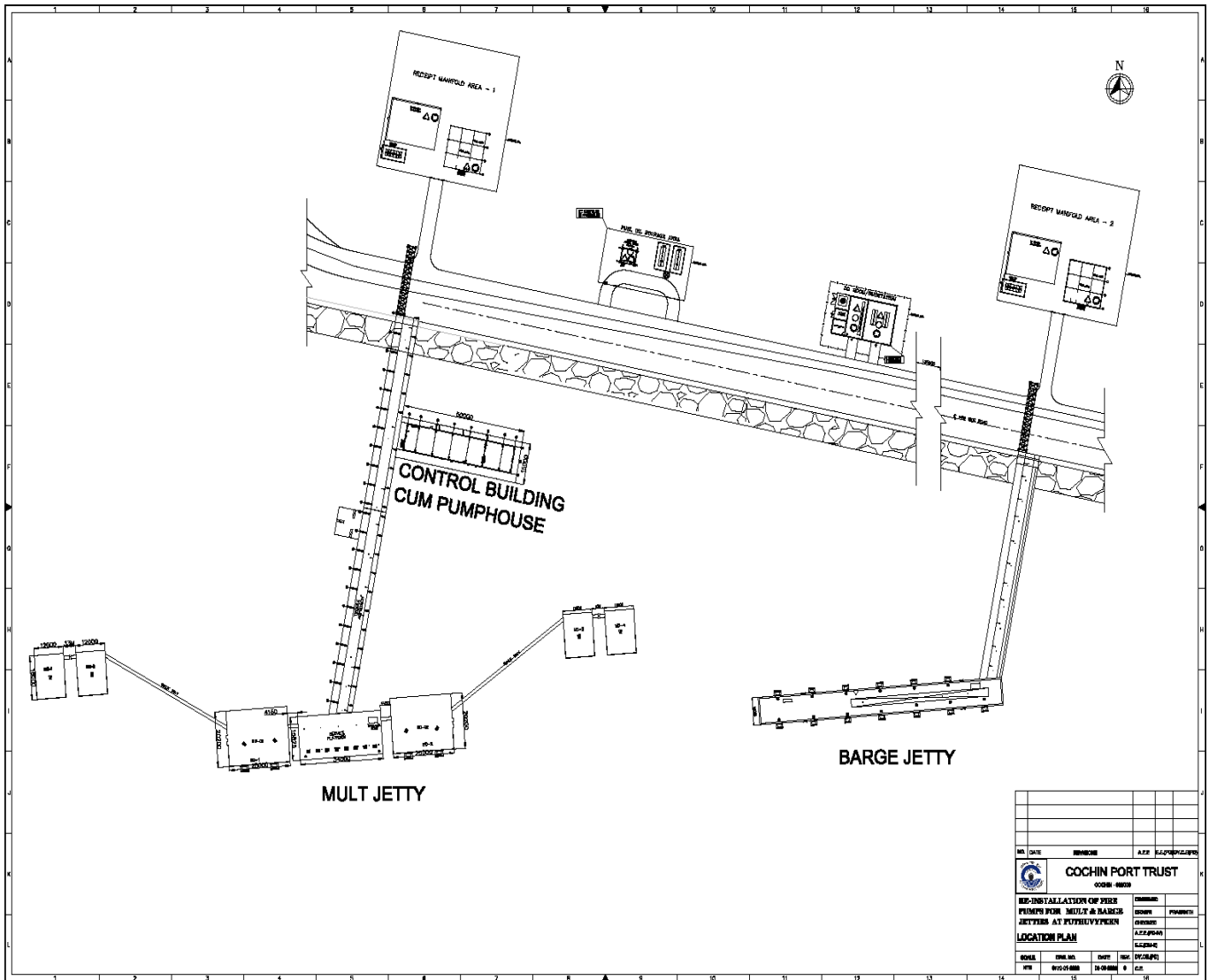
D. EXCLUSIVE STRUCTURES FOR COPA

Sl. No.	Scope of Work	Surface Area in Sq. m.
1	Barge Jetty Tower Monitor, Hand Rails, Cable tray support, Firewater line support, Pipeline support, Barge Jetty road cross over.	1480.0
	TOTAL AREA	1480.0

E. EXCLUSIVE STRUCTURES FOR COPA

Sl. No.	Scope of Work	Surface Area in Sq. m.
1	Structures and installations at Manifold 1, Manifold 2.	900.0
	TOTAL AREA	900.0

MULT LAYOUT



**LETTER OF SUBMISSION - COVERING LETTER
(On the Letter Head of the Bidder)**

To

The Chief Mechanical Engineer,
Cochin Port Authority.

Sir,

Sub: Painting of Pipe lines and Structures at MULT and Barge Jetty of Cochin Port at Puthuvypeen

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

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

1. Tender Document along with Addendum.
2. Power of Attorney as per Annexure-2.
3. Experience details for Minimum Eligibility Criteria as per Annexure-3 and supporting documents.
4. Annual Financial Turnover for the last three financial years and supporting documents.
5. Declaration as per Annexure-4.
6. Bank details as per Annexure-5.
7. EMD in the form of -----
8. Copies of PAN, GST Registration, EPF (if applicable) and ESI registration (if applicable).
9. Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.

(Signature of 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 ----- (name and address of the bidder) do hereby confirm that Mr./Ms./Messrs ----- (name and address of the person), 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 “Painting of Pipe lines and Structures at MULT and Barge Jetty of Cochin Port Authority at Puthuvypeen”.

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)

DETAILS OF SIMILAR WORKS COMPLETED BY THE TENDERER DURING THE LAST SEVEN YEARS ENDING 30.09.2024

Sl. No.	Details of Work order No. / Agreement No. and date of Work order & Completion certificate	Total Value of Contract in INR	Duration of Contract			Owner's Complete address with Tele Fax / Phone / e-mail address of contact person
			Actual date of commencement	Actual date of completion	Total years completed	
1						
2						
3						

Note: Bidder shall enclose the following:

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

Signature of tenderer

DECLARATION

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

1. 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.
2. 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.
3. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.

Signature

(Authorized Signatory)

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	Details of Cancelled Cheque	

Signature of the bidder with seal

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE / SECURITY DEPOSIT

(To be executed on non-judicial Stamp Paper of appropriate value)

[The bank, as requested by the successful tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Trustees of the Port of Cochin, incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Cochin Port Authority, its successors and assigns) having agreed to exempt (Name of the Contractor/s) (hereinafter called the "Contractor")' from the demand under the terms and conditions of the Contract, vide Chief Mechanical Engineer's letter No. dated -----made between the Contractors and the Board for execution of Bank Guarantee covered under GeM Bid No. ----- dated ----- (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. ----- (Rupees ----- only)we, the (Name of the Bank and Address)(hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. ----- (Rupees ----- only) against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

We, (Name of Bank and Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. ----- (Rupees ----- only).

We, (Name of Bank and Name of Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

We, (Name of Bank and Name of Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer, Cochin Port Authority of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

We, (Name of Bank and Name of Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

It is also hereby agreed that the Courts in Ernakulam would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, (Name of Bank and Name of Branch), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- only);

This Bank Guarantee shall be valid up to -----; and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee).

Date:

Place:

For (Name of Bank)

(Name)

Signature

FORM OF AGREEMENT
Agreement No. ... of

Agreement for the work of “Painting of Pipe lines and Structures at MULT and Barge Jetty of Cochin Port at Puthuvypeen”. This agreement is made on this day ---- of ----- between the Board of Trustees of Cochin Port Authority commonly known as Cochin Port Authority, a body corporate under the Major Port Authorities Act, 2021 having office at Willingdon Island, Cochin, 682009 represented by its Chief Mechanical Engineer Shri. ----, S/o -----, aged ----- years, residing at -- ----Village, -----Taluk, ---- District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. ----- represented by Shri. -----, S/o -----, aged --- years, residing at -----Village, ---- Taluk, ----- District (hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for ----- vide Tender No. -----dated -----and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the tender document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide Work order No. ----- dated-----, issued to the Contractor while accepting their tender.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows.

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the “General Conditions of Contract” and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs. ----- (Rupees ----- only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Cochin Port Authority as Performance Security the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office, if the Contractor fail to commence the work specified in, underwritten memorandum or if the Contractor not deposit the full amount of security deposit specified in, underwritten memorandum otherwise the said sum of Rs. ----- shall be retained by the Board as on account of such security deposit as aforesaid.
5. It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement: (a) The Letter of Acceptance (b) Bill of Quantities (c) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to and (d) Replies to Pre-bid queries and amendments issued if any.

MEMORANDUM

- a) General description of work : “Painting of Pipe lines and Structures at MULT and Barge Jetty of Cochin Port Authority at Puthuvypeen “.
- b) Estimated cost : Rs. 25,17,693/-
- c) Contract value : (Not to be filled here)
- d) Earnest Money Deposit : Rs. 50,400/-
- e) Security Deposit : 10% of the total contract value.
- f) Time for commencement of service : 07 days from the date of LoA.
- g) Contract period : 90 days from the date of LoA.
- h) Schedule, specifications, conditions, drawings etc. : As per the ‘Contents’ sheet attached.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s ----- and on behalf of the Board of Trustees of COCHIN PORT AUTHORITY, the CHIEF MECHANICAL ENGINEER has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

Signed, sealed and delivered

By Shri. ----- M/s -----
(Common Seal of the Firm)

Signed and affixed seal in the presence of :

1. Signature with address :

2. Signature with address :

Signed, sealed and delivered by the Chief Mechanical Engineer,
Cochin Port Authority on behalf of Board of Trustees of
Cochin Port Authority

EMPLOYER

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

1.

2.

