



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

Cochin Port Authority

(Ministry of Ports, Shipping & Waterways, Govt. of India)

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NIT NO.: E- Tender No.CoPA/CME/HAZOP/25-26

TENDER DOCUMENT

“Providing Consultancy Services for Preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan (DMP) for Oil Terminals of Cochin Port Authority viz. NTB-STB, Q3-Q4, NCB and COT in line with the requirement of PESO.”

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**SPECIAL INSTRUCTIONS TO THE BIDDERS FOR E-SUBMISSION OF THE BIDS
ONLINE THROUGH E-PROCUREMENT PORTAL**

NIT No: CoPA/CME/HAZOP/25-26, Dtd.27/03/2026

Name of Work:“ Providing Consultancy Services for Preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan (DMP) for Oil Terminals of Cochin Port Authority viz. COT, NTB-STB, Q3-Q4 and NCB in line with the requirement of PESO.”

- 1 Bidder should do Online Enrolment in the Portal by obtaining the one time User ID & password for log-in to **e-Tendering** system from the service provider M/s.**KEONICS** by paying registration amount of **Rs.1180/-** by online payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”.
- 2 Using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
- 3 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 4 The e-token that is registered should be used by the Bidder and should not be misused by others.
- 5 DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 6 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirement and then attach them along with bid documents during bid submission. This will ensure easy uploading of bid documents.
- 7 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit documents as stated in the tender document otherwise, the bid will be rejected.
- 8 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.
- 9 If there are queries connected with this tender, have to be clarified online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on www.tenderwizard.com/COPT or www.eprocure.gov.in or www.cochinport.gov.in. All documents to be submitted, as indicated in the tender schedule should be in PDF formats.
- 10 In case, submission of Bid Security in the form of Account Payee Demand Draft/Fixed Deposit Receipt/ Banker’s Cheque/Bank Guarantee/ Insurance Surety Bonds following shall be ensured:
 - i. A scanned copy of the Account Payee Demand Draft/Fixed Deposit Receipt/ Banker’s Cheque/Bank Guarantee/ Insurance Surety Bonds shall be uploaded on e-Procurement Portal while applying to the tender.

- ii. The original Account Payee Demand Draft/Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/ Insurance Surety Bonds should reach the officer and address as mentioned in the tender document before opening of the tender.
- iii. Non submission of scanned copy of Account Payee Demand Draft/Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/ Insurance Surety Bonds with the bid on e-tendering portal within the specified period shall lead to summary rejection of bid.
- iv. The Bid Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the Account Payee Demand Draft/Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/ Insurance Surety Bonds, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Account Payee Demand Draft/Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/ Insurance Surety Bonds shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Providing Consultancy Services for Preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan (DMP) for Oil Terminals of Cochin Port Authority viz. COT, NTB-STB, Q3-Q4 and NCB in line with the requirement of PESO." and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the engineer in charge assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

11 The Bidder should read the terms and conditions of the tender and accept the same before proceeding with submission to tender.

12 The Bidder has to submit the tender document(s) online well in advance, before the prescribed time to avoid any delay or problem during the bid submission process.

13 There is no limit on the size of the file that can be uploaded at the server end. However, the uploading is dependent on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and file size is optimum. This will help in quick uploading even at very low bandwidth speeds.

14 It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, Bid Submission Process is completed. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

- 15 The Tender Inviting Authority (TIA) will not be held responsible for any delay or the difficulties faced during submission of bids online by the bidders due to local issues.
- 16 The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not be accepted. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected.
- 17 At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details. The documents submitted by the bidder should then digitally sign using the e-token of the bidder and then submitted.
- 18 After the bid submission, the bid summary has to be printed and kept as proof of submission of the bid. Entry to bid opening event will be restricted to bidders having proof of bid submission of the subject tender.
- 19 Successful bid submission means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for correctness of the bid.
- 20 The bidder should ensure that the bid documents submitted are free from virus. If CoPA is unable to open documents due to virus or any other reason during tender opening, the bid is liable to be rejected. CoPA will not be responsible for rejection of such bids.
- 21 The time displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 22 The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).

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NIT No: CoPA/CME/HAZOP/25-26, Dtd. 30/03/2026

1. NOTICE INVITING TENDER

(Through Tender Wizard Portal)

- 1.1** E-Tenders in two bid system are invited by Cochin Port Authority through Electronic tendering in Tender Wizard Portal i.e. www.tenderwizard.com/COPT

TENDER NO.	CoPA/CME/HAZOP/25-26,
Name of the Work	“Providing Consultancy Services for Preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan (DMP) for Oil Terminals of Cochin Port Authority viz. COT, NTB-STB, Q3-Q4 and NCB in line with the requirement of PESO.”
Estimated cost	Rs.25,60,000/- (Rupees Twenty Five Lakh Sixty Thousand Only) (excl. GST.)
Earnest Money Deposit	Rs.60,500/- (Rupees Sixty Thousand Five Hundred Only)
Tender Fees	Rs.3,540/- (Rupees Three Thousand Five Hundred and Forty Only)
Date of Tender Document available to parties to download	30/03/2026 at 15:00 Hrs.
Date of Starting of e-Tender for submission of Bid on line at www.tenderwizard.com/COPT	30/03/2026 at 15:00 Hrs.
Date of closing of e-Tender for submission of Bid.	20/04/2026 at 15:00 Hrs.
Date & Time of opening of Technical Bids	20/04/2026 at 15:30 Hrs.
Date & Time of pre-bid meeting if any	06/04/2026 at 11:00 Hrs.
Date & Time of opening of Price Bid	Will be communicated separately to the qualified Bidders
Completion Period	60 days for NTB-STB additional 30 days for COT, NCB, Q3-Q4. Total 90 days from the date of issue of Letter of Acceptance (LOA).
Validity of Tender	120 days from the date of opening of Tender (Technical Bids)

1.2 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)

1.2.1 FINANCIAL CRITERIA

The Bidder should have an average Annual financial turnover of **Rs.7,68,000/-**

for the last 3 financial years 2022-23, 2023-24, & 2024-25.

Note:-Documentary evidence such as balance sheet/profit and loss statement duly certified by chartered accountant with their UDIN (Unique Document Identification Number) with QR code if available shall be uploaded along with the bid.

1.2.2 **TECHNICAL CRITERIA**

- (i) The Bidder shall have successfully completed **Similar Works** during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited should be of value (Excl GST) as following:

One similar completed work costing not less than Rs.20,48,000/-

OR

Two similar completed works each costing not less than Rs.12,80,000/-

OR

Three similar completed works each costing not less than Rs.10,24,000/-

“Similar Work” means “Consultancy Services for Preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan (DMP) either in any of the Ports or Petroleum Refinery in India”

Note: In case of Composite work, amount pertaining to similar works mentioned above will only be considered for evaluation for which the bidder has to provide the amount pertaining to similar works mentioned above duly certified by the tender inviting firm.

- (ii) In order to meet the Technical criteria as per clause No.1.2.2 (i) above, the bidder shall submit the following documents along with the technical bid:-

Self-attested photocopies of LOA/ Work Order/ Agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/ work order/ agreements/ completion certificates. The experience certificate of Works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate/ traces along with Work Order and Completion Certificate

Amendments to the tender (if any) will be issued only through web site www.cochinport.gov.in, on CPP Portal www.eprocure.gov.in and on e-Tendering portal www.tenderwizard.com/COPT

Note:

1. Completion Cost of assignments considered for qualification of MEC shall be Excl. GST.
2. In order to evaluate the tender, the value of executed consultancy assignments shall be brought to the current costing level by enhancing the actual value of the assignment upon completion, by using the following enhancement factors.

3. Last day of month previous to the one in which tenders are invited should be considered for assignments executed year before

Assignments executed 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

List of Mandatory documents to be furnished along with the tender to prove the Minimum Eligibility Criteria (Non submission shall result in disqualification):-

- (i) EMD for the amount mentioned in NIT for Non MSME firms. The original document of EMD shall reach the office of CME, CoPA within 5 days of opening of the Tender opening.
- (ii) For MSME firms,
 - a) If MSME status is Micro/small for 3 years then firms shall submit their MSME status for 3 years.
 - b) If MSME status is Medium, firms shall submit MSME status for 6 years.
- (iii) Annual Financial Turnover during the last three financial years ending 31-03-2025 (viz. 2022-23, 2023-24, & 2024-25.) should be furnished as per Annexure – 14 duly certified by chartered accountant with their UDIN (Unique Document Identification Number) with QR code if available shall be uploaded along with the bid.
- (iv) Audited Annual Balance sheet including Profit & Loss Account Statements for the above period.
- (v) Notarized copies of Agreement or Work Orders and Satisfactory Completion Certificate issued by the Client in support of executed contracts as proof clearly mentioning the work order value for work executed as per similar works and contract period. Details of such contracts shall be furnished as per Annexure-13.
- (vi) The experience certificate of Works executed in private sectors / organizations shall be considered for qualification, only on submission of Form 26AS as per TRACES Site along with documents as cited at (iii) above.
- (vii) Power of Attorney as per Sl.No.2.5 if applicable shall be submitted in a revenue stamp duty paper of value not less than Rs.100 as per format in Annexure – 6

4. Other Eligibility Considerations

- (i) Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- (ii) Made misleading or false/fake representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

- (iii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, barred by the Central / State Government or organizations under them, from participating in any project or financial failures etc.
- (iv) The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
- (v) The Bidder should not have been blacklisted /debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts. etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years. (Self- declaration to be submitted by the bidder along with their bid as per Appendix-XI).
- (vi) The Bidders should have EPF and ESI registration

Amendments to the tender (if any) will be issued only through web site www.cochinport.gov.in, on CPP Portal www.eprocure.gov.in and on e-Tendering portal www.tenderwizard.com/COPT

Sd/-
Chief Mechanical Engineer

2. INSTRUCTIONS TO THE BIDDERS (ITB)

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2.1 SCOPE OF BID

E-Tenders in Single Stage Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Chief Mechanical Engineer on behalf of Cochin Port Authority for the work of “Providing Consultancy Services for Preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan (DMP) for Oil Terminals of Cochin Port Authority viz. COT, NTB-STB, Q3-Q4 and NCB in line with the requirement of PESO”. The following documents form part of tender:

- a) Notice Inviting tender
- b) Instruction to Bidders
- c) General conditions of Contract
- d) Special conditions of Contract
- e) Scope of work
- f) Bill of Quantities
- g) Annexure

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following:

- 2.2.1.1 EMD in the form of (i) Banker’s Cheque or (ii) Account Payee Demand Draft or (iii) payment through online or (iv) Bank Guarantee from any of the Commercial Banks or (v) Fixed Deposit Receipt or (vi) Insurance Surety Bonds is accepted. The original document of EMD shall reach the office of CME, CoPA within 5 days of opening of the Tender opening.
- 2.2.1.2 Earnest Money Deposit - NEFT Receipt shall be uploaded along with the Technical Bid **‘OR’** exemption certificate as per clause No2.2.1.14 of ITB. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No. 2.2.1.14 below.
- 2.2.1.3 TENDER FEE - NEFT Receipt shall be uploaded along with the Technical Bid **‘OR’** exemption certificate as per clause No2.2.1.14 of ITB. Failure in submission of Tender Fee will render the Bidders disqualified, except in the case as per clause No. 2.2.1.14 below.
- 2.2.1.4 All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- 2.2.1.5 The Tender document duly signed and sealed by the Bidder on each page along with Annexure duly filled along with amendments issued by CoPA if any.
- 2.2.1.6 Letter of Submission- Covering Letter – **Annexure – 1.**
- 2.2.1.7 Particulars of Bidder - **Annexure – 2.**
- 2.2.1.8 Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client.

- 2.2.1.9 Tender Form - **Annexure - 3.**
- 2.2.1.10 Power of Attorney - **Annexure -6.**
- 2.2.1.11 Bank Details of the Bidder for E-Payment – **Annexure - 7.**
- 2.2.1.12 Copies of the **GST Registration Certificate, ESI & PF Registration and PAN card** to be submitted.
- 2.2.1.13 Copies of profit and loss statements, balance sheet certified by Chartered Accountant for the last three years with UDIN shall be submitted which will be verification.
- 2.2.1.14 Exemption from the EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department. The tenderers shall furnish a copy of the MSME / UAM certificates for the exemption of EMD along with the Technical bid. Such Certificates should mention the QR code of such registration. The scanned copy of Exemption Certificate shall be uploaded in the e-Tender Portal. If the Registration Certificate does not pertain to the Category of **‘Similar Works’** mentioned above, the Tender will be rejected.
- 2.2.1.15 **Annexure -8 - Deleted**
- 2.2.1.16 Details of ongoing contracts at CoPA – **Annexure -9**
- 2.2.1.17 Undertaking on Indemnification – **Annexure - 10**
- 2.2.1.18 Indemnity Bond–**Annexure -11**
- 2.2.1.19 Deleted
- 2.2.1.20 Past Experience of consultants for similar work - **Annexure -13**
- 2.2.1.21 Financial Capability- **Annexure - 14**
- 2.2.1.22 Undertaking regarding EPF & ESI registration- **Annexure - 15**
- 2.2.1.23 The Tenderer shall provide accurate information about all pending litigation, and/or arbitration cases resulting from Contracts completed or ongoing under its execution as per **Annexure - 16**
- 2.2.1.24 The Tenderer shall also provide accurate information about any litigation or arbitration cases resulting from Contracts completed or ongoing under its execution over the last 3 years as per **Annexure- 17**
- 2.2.1.25 Details of barred cases of tenderer - **Annexure - 18**
- 2.2.1.26 Details of party opting for refund of EMD through e-payment system - **Annexure - 19**
- 2.2.1.27 Proforma of irrevocable bank guarantee for EMD - **Annexure - 20.**
- 2.2.1.28 Land Boarded - **Annexure - 21.**
- 2.2.1.29 Undertaking of Confidentiality - **Annexure - 22.**
- 2.2.2 **Price Bid shall be uploaded only through ONLINE:** Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the

BOQ template available in the Tender wizard portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for rejection. The contract shall be for the whole works as described in the scope of work based on the Bill of Quantities submitted through e-Tendering portal by the Bidder. The Bidder shall fill in rates for all items of the works described in the Bill of Quantities through e-Tendering portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates in the Bill of Quantities.

2.2.3 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled day of closing/opening of the bid.

2.2.4 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in Notice Inviting Tender.

2.3 MINIMUM QUALIFICATION CRITERIA (MQC)

The bidders shall become eligible to get qualified as per minimum qualification criteria mentioned in Notice Inviting Tender (NIT).

2.4 LAST DATE FOR SUBMISSION OF TENDER:

CoPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.5 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.5.1 If the Tender is made by an individual, it shall be signed by his full name and his address shall be given.

2.5.2 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm. The POA should be submitted in original in stamp duty as per procedure.

2.5.3 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company.

2.6 Deleted

2.7 Communication

2.7.1 All communications including the submission of Proposal should be addressed to :

The Chief Mechanical Engineer,
Cochin Port Authority ,
Willingdon Island,
Cochin – 682 009.

Kerala, India.

Email: cme@cochinport.gov.in , deekshith@cochinport.gov.in

- 2.7.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters

Tender No.:CoPA/CME/HAZOP/25-26

Tender Name: “Providing Consultancy Services for Preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan (DMP) for Oil Terminals of Cochin Port Authority viz. COT, NTB-STB, Q3-Q4 and NCB in line with the requirement of PESO.””

2.8 ONE BID PER BIDDER

- 2.8.1 Each bidder shall submit only one bid for one work. A bidder who submits or participates in more than one Bid shall be disqualified.
- 2.8.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents

2.9 CARE IN SUBMISSION OF BID

- 2.9.1 The Bidder is expected to examine carefully the contents of all the documents provided like Notice Inviting Tender (NIT), Instructions to the Bidders, Special conditions to the Contract, General conditions of Contract & Scope of Work including Specifications, Drawings and other Tender Conditions. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc. The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith.
- 2.9.2 Bidder shall bear all costs associated with the preparation and submission of his tender and CoPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 2.9.3 In case the department desires to inspect the equipments/software for confirmation of its availability and capacity etc., necessary arrangements shall be made by the Tenderer for such inspection at his own cost.
- 2.9.4 Tenderers will examine the various provisions of The Central Goods and

Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- 2.9.5 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to employer immediately after the award of contract, without which no payment shall be released to the Consultant. The Consultant shall be responsible for deposition of applicable GST to the concerned authority.
- 2.9.6 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the employer shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.
- 2.9.7 The port will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Consultant.

2.10 EARNEST MONEY DEPOSIT:

- 2.10.1 In the event of Tenderer withdrawing his tender before the expiry of tender validity period of **120 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited. Applicable GST shall be recovered on forfeiture of EMD.
- 2.10.2 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of Performance Security Deposit as stipulated in the GCC. In the event of forfeiting of EMD/LD/SD and while imposing penalty, GST shall be collected.
- 2.10.3 The bidder shall be disqualified duly forfeiting EMD (if applicable) and may be debarred for a period of two (2) years from participating for tenders at Cochin Port Authority duly informing the MSME authorities if applicable, if
- 2.10.4 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 2.10.5 The successful Bidder fails within the specified time limit to:
- a) Sign the Agreement AND / OR furnish the required Performance security.
 - b) Fail to commence the work on the specified date as per LOA/Work order.
 - c) If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.

- d) If any information or representation submitted by Bidder is found to be false or incorrect.
- e) Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.10.6 In the event of forfeiting of EMD/LD/SD and while imposing penalty, GST shall be collected

2.11 TENDER VALIDITY:

The tender shall remain valid for acceptance for a period of **120** days from the date of opening of Technical Bid. CoPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing. A bidder may refuse the request which may be accepted by CoPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.12 AMENDMENTS:

2.12.1 At any time, prior to the last date for submission of tenders, CoPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the e-tender portal/PORT Websites.

2.12.2 The Addendum/Corrigendum so issued shall form part of the Contract and shall be binding upon the Bidders. CoPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/ Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date.

2.14 PRE BID QUERIES

A pre-bid conference will be held in the office of Cochin Port Authority, to answer clarifications, if any, on the bid document. The Pre-Bid meeting will be held on the date notified in the Notice Inviting Tender, through Video Conference or in person. A prospective tenderer requiring any clarification of the tender shall submit their queries in writing/e-mail well in advance before the pre-bid meeting to cme@cochinport.gov.in and deekshith@cochinport.gov.in. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in e-tender portal as well as in Cochin Port Authority official website as Addendum/ corrigendum. Any modification

of the bid documents as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum/ corrigendum.

2.15 TENDER OPENING AND EVALUATION:

2.15.1 OPENING OF TECHNICAL BID

Technical bids of the Tender, received in e-tender portal up to closing time on stipulated date, shall be opened as per the norms.

2.15.2 SCRUTINY AND EVALUATION OF THE TENDER

2.15.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) accompanied by EMD (if applicable) (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) meets the eligibility criteria defined above and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.

2.15.2.2 Conditional offer or alternative offers will not be considered in the process of tender evaluation.

2.15.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

2.15.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

2.15.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. As far as the submission of documents is concerned regarding qualification criteria, after submission of bid, only related shortfall of document will be asked for and considered. For eg; if the bidder has submitted a work order without its completion/performance certificate, the certificate can be asked for and considered. However, no new work order will be asked for to qualify the bidder. Request for clarification and response thereto shall be in writing/email. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought,

offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.16 OPENING OF PRICE BID:

- 2.16.1 Tenders, which are found to be in conformity with CoPA's Tender requirement shall be considered for opening of Price Bid.
- 2.16.2 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the quoted price in figures and in words, the amount in words will govern;
 - b) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Bid security shall be forfeited.
- 2.16.3 The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- 2.16.4 The Bidders has to quote the rate for the subject work in the price Bid format- PART III excluding GST.
- 2.16.5 The evaluation shall be done on the basis of **total lowest value (L1)** quoted. The GST element if any will **not be considered for evaluation**.
- 2.16.6 Deleted
- 2.16.7 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.
- 2.16.8 Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- 2.16.9 The price Bid with any counter conditions will be summarily rejected.
- 2.17 Deleted

2.18 AWARD OF CONTRACT:

Award Criteria: The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified in accordance with the provisions of clause No.2.3.

2.19 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL:

Notwithstanding Clause No.2.16, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds of employer's action. Further, CoPA does not bind them to accept the lowest offer.

2.20 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.20.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the consultant in consideration of the execution, completion and maintenance of the works by the consultant as prescribed by the contract (hereinafter and in the contract called the "contract price").
- 2.20.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of GCC.
- 2.20.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The consultant shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the consultant, in the **Annexure-4** with such modifications as may be necessary within 28 Days from the Date of issue of LOA. The Agreement to be executed on a non-judicial Stamp paper of value Rs.500/- issued from Ernakulum jurisdiction. The Bidder shall submit 2sets of Agreement copies at his own cost.

2.21 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that consultant under this contract; observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

- 2.21.1 defines, for the purpose of these provisions, the terms set forth below as follows:
- 2.21.1.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 2.21.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 2.21.1.3 "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.
- 2.21.1.4 "undesirable practice" means
- a) 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

b) having a Conflict of Interest; and

2.21.1.5 “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.

2.21.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.21.3 Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 OMISSIONS & DISCREPANCIES

Should a tenderer find discrepancies in or omissions from the drawings or any of the tender forms, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

2.23 CoPA BANK DETAILS

Name of the Payee:

The FA & CAO, CoPA, Willindon Island, Cochin for remitting Tender fee through NEFT.

1	Name of the bank	State Bank of India
2	Name of the branch	Cochin Port Trust
3	Bank Account No.	41401802288
4	IFSC Code.	SBIN0006367
5	Account Holder's Name	Cochin Port Authority

3. GENERAL CONDITIONS OF CONTRACT

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A. GENERAL:

3.1 DEFINITIONS:

In these standard general conditions of contract, the following terms shall have the meaning assigned here under except where the context otherwise requires;

- 3.1.1 **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- 3.1.2 **Compensation Events** are those defined in Clause No.3.69.
- 3.1.3 The **Completion Date** is the date of completion of the Works as certified by the Engineer or his nominee.
- 3.1.4 The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It shall mean and include the Agreement, Work order, the accepted schedule of rates, Tender document, specifications, drawings etc.
- 3.1.5 The **Contract Data** defines the documents and other information which comprise the Contract.
- 3.1.6 The **Consultant** is a person or corporate body whose Bid to carry out the Consultancy work and has been accepted by the Employer.
- 3.1.7 The **Contractor's Bid** is the complete Bidding documents submitted by the consultant to the Employer.
- 3.1.8 The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 3.1.9 **Days** are calendar days, **months** are calendar months.
- 3.1.10 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 3.1.11 The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

- 3.1.12 The **Employer** is the party who will employ the Consultant to carry out the Works.
- 3.1.13 The **Site** is the area defined as such in the Contract Data.
- 3.1.14 The **Intended Completion Date** is the date on which it is intended that the Consultant shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.
- 3.1.15 **Materials** are all supplies, including consumables, used by the Consultant for incorporation in the Works.
- 3.1.16 The **Engineer or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the consultant to act in replacement of the Engineer or his nominee) who is responsible for supervising the Consultant, administering the Contract, certifying payments due to the consultant, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.
- 3.1.17 **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer or his nominee.
- 3.1.18 The **Start Date** is given in the Contract Data. It is the date when the consultant shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.
- 3.1.19 A **Variation** is an instruction given by the Engineer or his nominee which varies the Works.
- 3.1.20 The **Works** shall mean the works to be executed in accordance with the contract.
- 3.1.21 **“Local Content”** means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.1.22 **“Class – I local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- 3.1.23 **“Class – II Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

- 3.1.24 **“Non Local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 3.1.25 **“Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- 3.1.26 **“L1”** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.27 **“Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.28 **“Procurement entity”** means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.
- 3.1.29 **“Engineer Incharge” (EIC)** means Officer nominated by Employer to act on behalf of employer to take decisions for subject tender.
- 3.1.30 **“Inspection Test Plan” (ITP)** means Test plan with technical specification for items to be inspected
- 3.1.31 **“Quality Assurance Plan” (QAP)** means a structured document defining standards, procedures and responsibilities to ensure equipment meets design, safety, and performance requirements throughout its lifecycle

3.2 Interpretation:

- 3.2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- 3.2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 3.2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- 3.2.3.1 Agreement
 - 3.2.3.2 Letter of Acceptance
 - 3.2.3.3 Special conditions of Contract (SCC)
 - 3.2.3.4 Bill of Quantities
 - 3.2.3.5 Scope of Work
 - 3.2.3.6 Technical Specifications

3.2.3.7 Drawings

3.2.3.8 General Conditions of Contract (GCC)

3.2.3.9 Instruction to Bidders

3.3 Language and Law

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the CoPA shall be written in the *English language*. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

3.4 Severability

If any provision or conditions of this contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this contract.

3.5 Sufficiency of Tender

The consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

3.6 Engineer In Charge(EIC) or his nominee's Decisions

Except where otherwise specifically stated, the Engineer In Charge(EIC) or his nominee will decide contractual matters between the Employer and the consultant in the role representing the Employer.

3.7 Delegation

The Engineer In Charge(EIC) or his nominee may delegate any of the duties and responsibilities to other people after notifying the consultant and may cancel any delegation after notifying the consultant.

3.8 Communications

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

3.9 Contract Agreement

The Contract and its documents constitutes the entire agreement between the employer and consultant with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.10 Personnel

3.10.1 The consultant shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions

stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

3.10.2 The consultant shall employ onsite consultant to carry out documentation work, reporting works and other related works from Cochin Port office during the course of contract for 3 months and further extensions period if any. The onsite consultant will be station in Cochin and will attend to office on all working days. He/She will be given a temporary seating arrangement in the office premises of Cochin Port Authority to execute work. consultant shall arrange for laptop with internet facility to his onsite consultant. The onsite consultant with a graduation degree and experience in working with Fire Fighting Projects shall carry out reporting, collection of data, preparation of DPR, attend meeting with Top Management and prepare presentations, documentations for the meeting and will report to the Engineer Incharge. The onsite Engineer/officer shall be deployed within 7 days of issue of LOA failing which, a standard deduction of Rs.2000/- per day shall be made from the consultants invoice for every day of absence. The desired qualification shall be Bachelor of Engineer (BE)/B.Tech/MBA or higher. The staff shall be covered with insurance and should apply for Police Verification and produce the copy as and when demanded.

3.10.3 If the Engineer or his nominee asks the consultant to remove a person who is a member of the consultant's staff from his work force stating the reasons, the consultant shall ensure that the person leaves the site within two days and has no further connections with the work in the contract. Replacement shall be in place on immediate basis failing which deductions as mentioned at Clause 3.10.3 shall be applicable.

3.11 Port Authority Rules

3.11.1 The consultant shall observe the Conservancy Rules relating to the harbour and shall always take such necessary additional steps to keep the harbour waters free of noxious or unhygienic matters coming from his works as are required by the Employer. Under no circumstances shall inflammable materials be allowed to spill into the harbour waters.

3.11.2 The consultant shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time.

3.11.3 The consultant's plants, equipments, floating crafts, dredgers, materials etc. which are brought to site for facilitating the proper execution of the contract work within the port area are not liable to port dues and charges like wharfage, berth hire and other charges during the period of contract and until expiry of defect liability period.

3.12 Changes in firm's Constitution to be intimated

The consultant shall intimate the Engineer In Charge(EIC) or his nominee in writing of any change made in the constitution of the firm.

3.13 Instructions

The consultant shall carry out all instructions of the Engineer In Charge(EIC) or his nominee which comply with the applicable laws where the Site is located.

3.14 Insurance

3.14.1 The consultant shall provide insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which ever applicable due to the consultants risks.

3.14.1.1 loss of or damage to the Works, Plant and Materials

3.14.1.2 loss of or damage to Equipment;

3.14.1.3 loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and

3.14.1.4 Personal injury or death.

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

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

3.14.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer or his nominee.

3.14.5 If the consultant receives instructions from the Engineer In Charge(EIC) or his nominee to insure against war risks, such insurance if normally available shall be effected, at the cost of the Employer, with the Insurance Company acceptable to the Engineer In Charge(EIC) or his nominee.

3.15 Royalties

Except where otherwise stated, the consultant shall pay all tonnage and other royalties, rent and other payments or compensation as applicable and as per Schedule of Rates (SOR).

3.16 Force Majeure

3.16.1 "Force Majeure" means an exceptional event or circumstance:

3.16.1.1 which is beyond a Party's control,

3.16.1.2 which such Party could not reasonably have provided against before entering into the Contract,

3.16.1.3 which, having arisen, such Party could not reasonably have avoided or overcome, and

3.16.1.4 which is not substantially attributable to the other Party.

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

- 3.16.2.1 war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
- 3.16.2.2 rebellion, revolution, insurrection, or military or usurped power, or civil war;
- 3.16.2.3 ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 3.16.2.4 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
- 3.16.2.5 riot, commotion or disorder, unless solely restricted to the employees of the consultant arising from the conduct of the Works;
- 3.16.2.6 floods, tornadoes, earthquakes and landslides.

3.17 Bribes

If the consultant, or any of his Sub Contractors, agents or servants gives or offers to give to any person any bribe, gift, gratification or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the works and terminate the employment of the consultant and the provisions of Clause 3.73 hereof shall apply.

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

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

3.18 Details to be Confidential

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

3.19 Monsoon Period

Normally Monsoon period will be reckoned from 1st June to 30th September. No monsoon delay will be considered as the subject work is consultancy in nature and field/site work is limited.

B. EXECUTION OF CONTRACT

3.20 Site Investigation Reports

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

3.21 Queries about the Contract Data

The Engineer In Charge(EIC) or his nominee will clarify queries on the Contract Data.

3.22 Consultant to Construct the Works

3.22.1 The consultant shall construct and install the works in accordance with the Specification and Drawings.

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

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

3.23 Approval by the Engineer or his nominee

3.23.1 The consultant shall submit Specifications and basic line Drawings showing the proposed Temporary Works or Permanent Works, in the case of consultant's design to the Engineer In Charge(EIC) or his nominee, who is to approve them if they comply with the specifications and Drawings.

3.23.2 All Drawings prepared by the consultant for the execution of the temporary works, are subject to prior approval by the Engineer In Charge(EIC) or his nominee before their use.

3.24 Discoveries

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

3.25 Possession of the Site

The Employer shall give possession of all parts of the Site to the consultant, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

3.26 Access to the Site

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

3.26.2 Port Entry Permission - The consultant shall submit prior application for Port entry passes to the concerned Port authority for his labours and the staffs engaged in the works.

The consultant shall retain the original passes obtained by them in respect of their labour and staff engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

3.27 Carrying out work

3.27.1 The consultant shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area. The consultant shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.

3.27.2 All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before stacking at the site of work.

3.27.3 Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the consultant at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.

3.28 Consultant to Supply Tools & Plants etc.

The consultant shall provide at his own cost all materials, equipments, tools & plants. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work. The consultant shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the consultant and the expenses may be deducted, from any money due to the consultant, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

3.29 Cost of Repairs

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

3.30 Transport of consultant's Equipment or Temporary Works

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

3.31 Transport of Materials or Plant

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

3.32 Site - Protected Area/ Port Entry Permission

The Site of Work is a protected area. Entry to the Port premises is regulated by entry passes with applicable charges if any. These passes will be issued by the Central Industrial Security Force or any other authority authorized by the Employer. The consultant should furnish a list of person for whom the passes are to be issued to the Engineer and arrange to obtain the passes from the appropriate authority, based on the recommendation of the Engineer and

abide by the Rules of the Cochin Port Trust with regard to entry etc. For the entry of trucks and other vehicles also, the consultant should obtain necessary permits at his own cost .

The consultant shall retain the original passes obtained by them in respect of their labour and staffs engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

3.33 Consultant's Temporary works, office etc

3.33.1 The consultant shall submit to the Engineer for his approval not less than 7 days before commencement of consultancy of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary works such as office, store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of Engineer or his nominee. These temporary works, office, store etc. shall be erected at or near the work area subject to approval of the Employer and the land space for the same will be allotted free of ground rent to the extent available. The consultant shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as Cochin Port Authority, Police, Customs, etc. would be complied with.

3.33.2 Submission of Reports, Returns etc

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

3.34 Subcontracting

3.34.1 No part of the work shall be sub-contracted until and unless the Engineer Incharge feels it is at absolutely necessary for the smooth progress of work.

3.34.2 Consultant shall indemnify employer against any claim of sub consultant.

3.34.3 Consultant shall endeavour to resolve all matters and payments amicably and speedily with the subcontractor.

3.34.4 The permitted subcontracting of work by the consultant shall not establish any contractual relationship between the subcontractor and the employer and shall not relieve the consultant of any responsibility under the contract.

3.35 Employer's and Consultant's Risks

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

3.35.1 The Employers risks are

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

3.35.2 Consultant's Risks are:

- 3.35.2.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the consultant.
- 3.35.2.2 Excepted risks are riot (in so far as it is uninsurable) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power or a cause solely due to use of occupation by the Employer of any portion of the work, any operation of the forces of nature that the consultant could not have foreseen or reasonably provided against. (All of such are herein collectively referred to as the excepted risks).

3.36 Action in case Work not done as per Specifications

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

If it shall appear to the Engineer or his nominee or his authorised subordinates in charge of the work or to the Chief Vigilance Commissioner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to

that contracted or otherwise not in accordance with the contract the consultant shall, on demand in writing specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer or his nominee in his demand aforesaid, then the consultant shall be liable to pay compensation at the same rate as under Clause 3.62 of the contract (for non-completion of the work in time) for this default.

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

3.37 Action where no Specifications are specified

In the case of any class of work for which there are no such specifications as referred to in Clause 3.22, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer or his nominee.

3.38 Power Supply

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

3.38.2 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 consultant has to make suitable alternative arrangements like generator, welding set etc. at their cost.

C. TIME CONTROL

3.39 Program

- 3.39.1 After the acceptance of his Tender, the consultant shall, commence the work within 5 days and submit to the Engineer-in-Charge for his approval, a detailed program taking into account the total time period stipulated in the contract showing the order, the procedure and method in which he proposes to carry out the works.
- 3.39.2 He shall furnish the particulars in writing of his arrangements of manpower, plant and machinery and all other resources owned and dedicated to this work. Cash flow during the execution of project for procurement of materials and for carrying out of the works including temporary works which the consultant intends to construct shall also be furnished.
- 3.39.3 In support of this program, the consultant shall submit a work schedule in the form of a CPM/PERT Chart. The Engineer-in-Charge shall if necessary modify the program submitted by the consultant and approval shall be given by the Engineer-in-Charge indicating the major milestones. The program approved by the Engineer-in-Charge shall be final and binding on the consultant. The approval by the Engineer-in-Charge of such program, or furnishing of such particulars shall not relieve the consultant of any of his duties or responsibilities under the contract.
- 3.39.4 During the progress of work, the consultant shall be required to furnish the resource mobilization plan as required by Engineer-in-Charge to keep up the target date of completion.
- 3.39.5 This CPM/PERT program will be required to be updated every month or more frequently as directed by the Engineer-in-Charge, based on the actual progress, resource mobilisation and other field conditions actually prevailing.

3.40 PROGRESS REPORTS AND SCHEDULES

- 3.40.1 The consultant shall submit to the Engineer-in-Charge by the third day of every fortnight, two (2) copies of a report in a duly approved format showing the progress made in construction of the works, mobilization of resources etc. during the previous fortnight.
- 3.40.2 The consultant shall also submit by the end of every month his anticipated progress schedule for all items of work for the following month in two (2) copies in an approved proforma to the Engineer-in-Charge.
- 3.40.3 An order book of work shall be maintained and the consultant shall acknowledge the orders given by the Engineer-in-charge and shall carry them out accordingly.
- 3.40.4 The consultant shall particularly note that the tender rates of the various items shall be inclusive of all incidental charges, such as bailing, shoring, bunding, barricading and lighting, etc. if found necessary during execution and no extra shall be due therefore on any account to the consultant.
- 3.40.5 The consultant should see that the labour and staff employed by him behave in a proper manner and should dispense with services of such person or persons from the site as directed by the Engineer-in-charge.

3.41 Revised Program

The Engineer or his nominee's approval of the Program shall not alter the

consultant's obligations. The consultant may revise the Program and submit it to the Engineer or his nominee again at any time for approval. A revised Program is to show the effect of Variations and Compensation Events.

3.42 The Works to be Completed by the Intended Completion Date

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

3.42.2 The work shall be done in phases, in close co-ordination with civil/electrical and other works as directed by EMPLOYER.

3.42.3 The consultant shall note that the site for installation will be made available in parts or in phases. It is the responsibility of the consultant to program his work accordingly. No extra amount will be paid on account of site being made available in phases/parts.

3.43 Extension of the Intended Completion Date

3.43.1 The Engineer In Charge(EIC) or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the consultant taking steps to accelerate the remaining work and which would cause the consultant to incur additional cost.

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

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

3.43.4 If at any time during performance of the contract, the consultant or its Sub-Contractors should encounter conditions impeding timely completion of works, the consultant shall promptly notify the Employer in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

3.43.5 Except in case of Force Majeure, as provided under GCC Clause 3.16, a delay by the consultant in the performance of its Delivery and Completion

obligations shall render the consultant liable to the imposition of liquidated damages pursuant to GCC Clause 3.62 (Liquidated Damages), unless an extension of time is agreed upon without imposition of Liquidated Damages.

3.44 Delays Ordered by the Engineer or his nominee

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

3.45 Management Meetings

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

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

3.46 Early Warning

3.46.1 The consultant is to warn the Engineer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer or his nominee may require the consultant to provide an estimate of the expected effect of the event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the consultant as soon as reasonably possible.

3.46.2 The consultant shall cooperate with the Engineer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer or his nominee.

3.46.3 The consultant shall immediately give notice in writing to the Engineer or his nominee upon happening of any event as detailed below if the work is delayed by:

3.46.3.1 force majeure, or

3.46.3.2 abnormally bad weather, or

3.46.3.3 serious loss or damage by fire, or

3.46.3.4 civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

3.46.3.5 delay on the part of other consultant or tradesmen engaged by Engineer in executing work not forming part of the Contract, or

3.46.3.6 any other cause which, in the absolute discretion of Engineer, is beyond

the consultant's control.

D. QUALITY CONTROL

3.47 Identify Defects & Testing

The Engineer or his nominee shall check the consultant's work and notify the consultant of any Defects that are found. If the Engineer or his nominee instructs the consultant to carry out a test not specified in the Specification to check whether any work has a Defect and if the test shows that it has defect, the consultant shall pay for the testing charges. If there are no Defect the testing charge shall be a Compensation Event.

3.48 Defect Liability

3.48.1 The Engineer In Charge(EIC) or his nominee shall give notice to the consultant of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

3.48.3 Complete the work, if any, outstanding on the date stated in the Taking-Over Certificate within the date to be intimated by the Engineer and

3.48.4 Execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the consultant to execute.

3.48.5 Cost of Remedying Defects

All work referred to in Sub-Clause 3.46 shall be executed by the consultant at his own cost in the opinion of the Engineer, due to:

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

3.48.6 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the consultant, stating the date on which the consultant shall have completed his obligations to execute and

complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clause 3.51, have been completed to the satisfaction of the Engineer.

3.48.7 Unfulfilled Obligations

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

3.48.8 Uncorrected Defects.

If the consultant has not corrected a Defect within the time specified in the Engineer's or his nominee's notice the Engineer or his nominee will assess the cost of having the Defect corrected, and the consultant will pay this amount.

E. COST CONTROL

3.49 **Bill of Quantities**

3.49.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the consultant.

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

3.50 Changes in the Quantities

3.50.1 The accepted variation in quantity of each individual item or group of items of the contract would be upto 30% of the total value of the contract.

3.50.2 Consultant shall be bound to carry out the work at the agreed rates in the contract for any increase/ decrease in quantity of an individual item or group of items up to limit of 30% variation in total value of the contract and shall not be entitled to any claim or any compensation whatsoever up to the above limit.

3.51 Rates for items to be inclusive of Taxes

3.51.1 The consultant's rates and prices shall include all taxes, duties and fees if any applicable, all charges and taxes whatsoever excluding Goods and Service Tax (GST) invited through e-tender portal www.tenderwizard.com /COPT in respect of materials, labour and plant and all other things

obtained or used by the consultant for the execution and maintenance of the Work or any temporary works.

3.51.2 GST as may be applicable from time to time shall be shown separately in the invoice. The invoice to be submitted by the consultant shall include the GST Registration Number of the consultant as well as the Employer.

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

3.51.4 The consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Work and of the rates and prices stated in the Schedule of Quantities

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

3.52 Taxes & Duties

3.52.1 The consultant shall be solely responsible for all taxes that may be levied on the consultant or on the earnings of any of his employees or personnel engaged by him and shall hold the Employer indemnified and harmless against any claims that may be against the Employer in this behalf. The Employer does not undertake any responsibility whatsoever regarding taxes under Indian Income Tax Act of the consultant or his personnel. If it is obligatory under the provision under the Indian Income Tax deduction of Income Tax at source shall be done by the Employer.

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

3.52.3 GST will be governed as per the prevailing Rules. TDS Under GST Law shall be deducted as per prevailing rate.

3.52.4 Income Tax

The consultant and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the consultant at the rate as per prevailing rates or such other rates as may be specified by the Central Government from time to time, on the gross amount of the consultant's bill for payment. The consultant shall comply with all the GST Regulations, viz. timely uploading of bills, issue of debit/ credit notes etc.

3.53 Currencies

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

3.54 Retention

3.54.1 No retention money to be deducted as the consultant shall remit Performance security as per clause 3.57

3.55 Liquidated Damages

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

3.55.2 The employer, if satisfied, that the works can be completed by the consultant within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of LD. In the event of extension granted being with LD, the employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the consultant as agreed damages equivalent to half per cent (½%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 3.55.1

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

3.55.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the consultant to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

3.55.5 In the event of such termination of the contract as described in clauses 3.55.3 or 3.55.4 or both the employer shall be entitled to recover LD. Upto ten per cent (10%) of the contract value and forfeit the security deposit made by the consultant besides getting the work completed by other means at the risk and cost of the consultant.

3.55.6 For levying LD, the employer is not required to have documentary evidence to quantify or prove the losses suffered by the employer due to delay in completion of work by the consultant, as per agreement conditions.

3.56 Reduction of liquidated damages

If, before the time for completion of the whole of the works or, if applicable, any section, taking over certificate has been issued for any part of the works or of a section, the liquidated damages for delay in completion of the remainder of the works or of that section shall, for any period of delay after the date stated in such taking over certificate, and in the absence of alternative provisions in the contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works or section, as applicable. The provisions of this clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

3.57 Performance Security Deposit

3.57.1 Performance Security Deposit shall be at 10% of the contract value of individual line items. i.e the consultant has to provide three separate performance Security Deposit for Q3 & Q4, NCB under same contract.

- 3.57.2 To be submitted by way of banker's Cheque/ Account Payee Demand draft/ Security Bond from any Commercial Bank encashable at Cochin / Bank Guarantee enforceable and encashable at Cochin, drawn from any Commercial Bank/ Insurance Surety Bond shall be provided by the consultant to the Employer not later than 21 days from the date of letter of acceptance and
- 3.57.3 The total amount thus deposited towards SD will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the consultant of the terms and conditions of the contract.
- 3.57.4 If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Performance security shall also be extended for the same period plus 90 days.
- 3.57.5 The BG furnished towards the Performance Security shall be valid for a period of 3 years from the date of issue of LOA and further period of 90days.
- 3.57.6 Unless performance Security is furnished within the period as specified above or such extension of that period as may be permitted by the Engineer in writing, the Earnest Money will be liable to be forfeited and the contract to cancellation.
- 3.57.7 Performance Security will be released / refunded to the consultant not later than 30 days from the date of completion of Defect Liability / warranty period of the work.

F. FINISHING THE CONTRACT

3.58 Completion

- 3.58.1 After completion of the work, the consultant will serve a written notice to the Engineer or his nominee to this effect. The Engineer or his nominee upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Engineer or his nominee would be rectified by the consultant within 30 days and thereafter acceptance report be signed jointly by the consultant and the Engineer. This joint acceptance report shall be treated as 'Completion Certificate'. The Completion Report / Certificate to the consultant will be issued only after obtaining 'No Claim Certificate' from the consultant in the format approved by the department stating that they have no further claims against CoPA in respect of the Work.
- 3.58.2 No Claim Certificate:
No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the consultant after submission of 'No Claim Certificate' as per the format in the tender document.
- 3.58.3 Substantial Completion of Parts
If any part of the Permanent Works has been substantially completed and satisfactorily passed any Tests on Completion prescribed by the

Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent works before completion of the whole of the Works and, upon the issue of such Certificate, the consultant shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

3.59 Taking Over

3.59.1 The Engineer or his nominee shall take over the Works only upon satisfaction of completion of all the work assigned to the consultant. Stage completion certificate is to be issued to the consultant by the Engineer-Incharge based on which the consultant shall provide invoice for releasing stage payments.

3.59.2 Taking Over Certificate

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

3.59.3 Taking Over of Sections or Parts

Similarly, in accordance with the procedure set out in above Clause 3.65, the consultant may request and the Engineer or his nominee shall issue a Taking Over Certificate in respect of:

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

3.60 Final Account

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

3.61 Compensation Events

- 3.61.1 The following mutually agreed Compensation Events unless they are caused by the consultant would be applicable:
- 3.61.2 The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- 3.61.3 The Employer modifies the schedule of other consultants in a way which affects the work of the consultant under the contract.
- 3.61.4 The Engineer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety.
- 3.61.5 Other consultants, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the consultant.
- 3.61.6 The effect on the consultant of any of the Employer's Risks.
- 3.61.7 Any other Compensation Events listed in the Contract Data or mentioned in the contract.
- 3.61.8 Whenever any compensation event occurs, the consultant will notify the Employer, within 14 days and provide a forecast cost of the compensation event.
- 3.61.9 If a Compensation Event would cause additional cost or would prevent the work being completed in the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 3.61.10 As soon as information demonstrating the effect of each Compensation Event upon the consultant's forecast has been provided by the consultant, it is to be assessed by the Engineer or his nominee and the Contract Price shall be adjusted accordingly. If the consultant's forecast is deemed unreasonable the Engineer or his nominee shall adjust the Contract Price based on

Engineer or his nominee's own forecast. The Engineer or his nominee will assume that the consultant will react competently and promptly to the event.

3.61.11 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

3.62 Reports

The following reports shall be submitted for review as input to the Management meeting to be held as required by the engineer in charge.

3.62.1 Weekly reports

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

3.62.2 Monthly Reports

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

3.62.3 Each report shall include:

- (i) Charts and detailed descriptions of progress,
- (ii) Copies of any hazardous incidents and activities relating to environmental aspects and public relations; and
- (iii) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion In accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

3.63 Completion Documents

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

3.63.1 The Technical documents according to which the work was carried out.

3.63.2 The set of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer.

3.63.3 Certificates of final levels and dimensions as set out for various works.

3.63.4 Certificates of tests performed for various works.

3.64 Determination of Contract

3.64.1 Right of Engineer in charge to Determine the Contract: The engineer in charge shall be entitled to determine and terminate the contract at any time should,

in the engineer in charge's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the consultant will be paid for in full at the rate specified in the contract. Notice in writing from the engineer in charge of such determination and the reasons therefore shall be conclusive evidence thereof.

3.64.2 Payment on Determination of Contract: Should the contract be determined under sub clause 3.72.1 of this clause and the consultant claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the engineer in charge shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The engineer in charge's decision on the necessity and propriety of such expenditure shall be final and conclusive.

3.64.3 The consultant shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

3.65 Termination:

3.65.1 Termination for Default:

3.65.1.1 The Employer, without prejudice to any other remedy for the breach of Contract, by written notice of default send to the consultant, may terminate the contract in the whole or in part:

If the consultant fails to complete the work within the period specified in the Contract, or within the extensions granted by the Employer.

If the consultant fails to perform any other obligation under the contract or

If the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices as defined under Instruction to Bidders

3.65.1.2 In the event the Employer terminates the contract in whole or in part, the Employer reserves its right to take any one or more of the following actions:-

- a) The Performance Security is to be forfeited;
- b) The employer has right to take action as per clause 3.75(Carrying out part work at risk & cost of consultant)
- c) The employer has right to debar the firm for business dealings with Port Authority and informing the same to other Major ports.

3.65.2 Termination for Insolvency:

The Employer may at any time terminate the Contract by giving notice to the consultant if the consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the consultant,

provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

3.66 Payment upon Termination

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

3.66.2 Employees of the Board not individually liable :

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

3.67 Suspension of Work

3.67.1 The consultant shall on the order of engineer – in – charge suspend the progress of works or any part thereof for such time or times and in such manner as the engineer – in – charge may consider necessary and shall during suspension properly protect and secure the work so far as in necessary in the opinion of the engineer – in – charge. If such suspension is;

3.67.1.1 Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the consultant, and or

3.67.1.2 Necessary for the safety of the works or any part thereof, or

3.67.1.3 Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or

3.67.1.4 Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or

3.67.1.5 Due to instruction of any other statutory authority due to high level of pollution in the city of worksite.

3.67.1.6 The consultant shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the engineer – in – charge for reasons other than aforementioned and when such period of suspension exceeds 7 days, the consultant shall be entitled to such extension of time for completion of the works as engineer – in- charge may consider proper having regard to the period or periods of such suspensions and to such compensations as the engineer may consider reasonable in respect of salaries or wages paid by the consultant to his employees during the periods of such suspension.

3.68 Property

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

3.69 Withholding and lien in respect of sum due from consultant

whenever any claim or claims for payment of a sum of money arises out of or under the contract against the consultant, the engineer-in-charge shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the consultant and for the purpose aforesaid, the engineer-in-charge shall be entitled to withhold the said cash Security deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim, In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the consultant, the engineer-in-charge shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the consultant under the same contract or any other contract with this or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Engineer -in-charge will be kept withheld or retained as such by the engineer-in-charge till the claim arising out or under the Contract is determined by the arbitrator/conciliator or by the competent court as the case may be and that the consultant will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the Lien referred to supra and duly notified as such to the consultant. For the purpose of this clause, where the consultant is a Partnership firm or a Company, the Engineer-in-charge shall be entitled to withhold and also have a Lien to retained towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/company, as the case maybe whether in his individual capacity or otherwise.

3.70 DISPUTES

3.70.1 Dispute Resolution

The Parties agree to use their best efforts for amicably resolving all Disputes arising under or in respect of this Agreement by mutual discussions.

3.70.1.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of

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

- a) If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within 30 days of receipt of the consultant's letter.
- b) If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Engineer, the consultant may, within 15 days of the receipt of Engineer's decision, appeal to the Chairperson who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairperson shall give his decision within 30 days of receipt of consultant's appeal.
- c) If the consultant is dissatisfied with this decision, the consultant shall within a period of 30 days from receipt of the said decision, shall take further action in accordance with the conciliation procedure set forth in Clause 3.80.2.

3.70.2 Conciliation

3.70.2.1 In the event of any dispute or differences between the parties which could not be resolved amicably, the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending / new cases. The conciliation proceedings shall be subject to guidelines in this regard, issued by the Port Authority from time to time. Recourse to such Conciliation shall also be open before, during or after the arbitration or litigation proceedings. The award of the Conciliation Committee, if agreed by both the Parties, shall then be placed for consideration of the Board of the Port Authority subject to the Delegation of Powers.

3.70.3 Arbitration

- a) Any disputes of a total value less than Rs. 10 crores shall be resolved through arbitration by a Sole Arbitrator appointed by mutual consent of the parties.
- b) Either party shall within a period of 30 days from the date of termination of conciliation proceedings, give notice to other party for appointment of arbitrator.
- c) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed jointly by both parties. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- d) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairperson of the appeal.
- e) It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, any claim of the consultant shall be deemed to have been abandoned and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.
- f) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- g) It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him and give separate award against each dispute and claim referred to.
- h) It is also a term of the contract that if any fees are payable to the arbitrator the same shall be paid equally by both the parties.
- i) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- j) The seat and venue of the arbitration shall be at Cochin.
- k) The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who

may direct to any party by whom and in what manner, such costs or any part thereof shall be paid

3.70.4 Litigation

- a) Any disputes of total value above Rs. 10 crores not covered in the aforesaid arbitration clause shall be adjudicated by the courts.
- b) Only Courts in Cochin alone shall have jurisdiction to adjudicate any disputes between the parties.

3.70.5 Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)

Notwithstanding anything contained above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs/ Port Authorities inter se and also between CPSEs and Government Departments/ Organizations, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

G. LABOUR LAWS AND MISCELLANEOUS CLAUSES

- 3.71 The consultant shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 3.71.1 The consultant shall, if required by the Engineer or his nominee, deliver to the Engineer or his nominee a returns in detail, in such form and at such intervals as the Engineer or his nominee may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the consultant on the Site and such other information as the Engineer or his nominee may require.

3.72 Compliance with labour regulations.

During continuance of the contract, the consultant and his sub consultants shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The consultant shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the consultant the Engineer or his nominee shall have the right to deduct any

money due to the consultant including his amount of performance security. The Employer/Engineer or his nominee shall also have right to recover from the consultant any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the consultant in no case shall be treated as the employees of the Employer at any point of time.

3.73 Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Engineer-in-charge is obliged to pay compensation to a workman employed by the consultant, in execution of the works, engineer-in-charge will recover from the consultant, the amount of the compensation so paid: and, without prejudice to the rights of the employer, Engineer-in-charge shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Engineer-in-charge to the consultant whether under this contract or otherwise. Engineer-in-charge shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the consultant and upon his giving to Engineer-in-charge full security for all costs for which Engineer-in-charge might become liable in consequence of contesting such claim.

3.74 Consultant's Staff And Labour

Workers above 60 years of age and below 18 years of age shall not be deployed by the consultant tractor. All labour, skilled or unskilled shall be provided by the consultant. Settling any dispute with the labour, labour union, any Outside union, subcontractor will be consultant's responsibility. Loss of day in this regard should not be claimed for any hindrance at site. The workers engaged for works should have sufficient knowledge and experience in the respective fields. This shall be proved to the Engineer. The Owner may at any time request the consultant to remove from the Work/Site contractors/ supervisor or any other authorized representative including any employee of the consultant or his Sub-contractor(s) or any person(s) deployed by consultant for professional incompetence or negligence or for being deployed for work for which he is not suited.

The Owner may at any time object to and require the Contractor/sub-contractor to remove forthwith from the Site a supervisor or any other authorized representative or employee of the consultant's /sub-contractor(s) or any person(s), if in the opinion of the Owner, the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the Owner, the consultant/sub-contractor shall forthwith remove and shall not again deploy the person in question of the Work Site without the written consent of the Owner.

The workmen deployed by the consultant are strictly banned from use of any kind of Narcotics drugs / Alcohol / smoking etc. at site and any illegal activity

by the work men should be reported to Engineer without delay and the consultant shall remove such persons from the work site forthwith.

3.75 Safety, Security and Protection of the Environment.

3.75.1 The consultant shall be responsible for the safety of all activities on the Site. Without prejudice to any other provision of the Contract, the consultant shall take all reasonable precautions:

3.75.1.1 In connection with the sea or any harbours, docks, rivers, watercourses, lakes, reservoirs and the like to prevent:

- a) Silting
- b) Erosion of their beds
- c) Pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.

3.75.1.2 In connection with underground water resources (including percolating water) to prevent

- a) Any interference with the supply to or abstraction from such sources
- b) Pollution of the water so as to affect adversely the quality thereof.

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

3.75.3 The consultant at his own cost shall make such provisions for lighting of Works, Temporary Works, Materials and Plant and shall provide all such marks and lights as may be required by the Employer or the Engineer or any other authority having jurisdiction over the Site together with all labour stores and services required for their efficient working and use at any time, day or night.

3.75.4 The consultant shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing, and all other services for protecting and securing all places dangerous whether to consultant's workmen or to other persons until the Works are handed over to the Employer, or till such time when the Engineer decides that such services are no longer required.

3.75.5 All lights provided by the consultant shall be placed or screened such as not to interfere with any navigation lights or with any traffic or signal lights of any local or other authority.

3.76 Reporting of Accidents

The consultant shall report to the Engineer details of any accident as soon as

possible after its occurrence. In the case of any fatality or serious accident, the consultant shall, in addition, notify the local police authorities immediately by the available means.

3.77 Accident Prevention Officer

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

3.78 Disorderly Conduct

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

3.79 Health and Safety

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

3.80 Supply of Drinking Water

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

3.81 Alcoholic Liquor or Drugs

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

3.82 Arms and Ammunition

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

3.83 Festivals and Religious Customs

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

3.84 Epidemics

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

3.85 Employment of Person in the Service of Others

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

3.86 Housing for Labour

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

3.87 Fair Wages, Records, Inspection

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

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

3.88 Observance by Sub-Contractors

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

3.89 Life Saving Appliances and First Aid

The consultant shall provide and maintain upon the Works sufficiently proper and efficient life saving appliances and first aid equipment to the approval of the Engineer. The appliances and equipment shall be available for use at all times.

3.90 Safety Code

3.90.1 Necessary Indian Dock Safety regulations for the safety purpose shall be adhered to by the consultant and he will be held responsible for any violations of the same.

3.90.2 Besides the above, the consultant shall also scrupulously adhere to and observe the following safety codes:

3.90.2.1 The consultant has to provide sufficient barricades to site of work so that traffic plying nearby should not damage the recently concreted work. In case of any damage on account of above, the entire responsibility will remain with consultant and nothing extra will be paid on this account.

3.90.2.2 Suitable and strong scaffolds should be provided for the workmen for all work that can be safely done from ground.

3.90.2.3 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between the two adjacent rungs shall not be more than 30cm.

3.90.2.4 Hoisting machines and tackles used in the works including their attachments, anchorage and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used an hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.

3.90.2.5 The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavation shall be provided with necessary fencing to lighting. Every opening in the floor of a building or in a working platform be provided with suitable fence to prevent the fall of persons or materials. No floor, roof or other parts of the structure shall be so overloaded with debris or materials as to render it unsafe

3.90.2.6 Workers employed on mixing and handling materials such cement, cement mortars concrete, lime mortar and asphalt shall be provided with protective footwear and rubber hand gloves and thin cloth for covering face and head.

3.90.2.7 Those engaged in welding work shall be provided with welder protective eye shield and glove.

3.90.2.8 All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant Rules.

3.91 Indemnities

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

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

3.92 SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN CONSTRUCTION WORK

3.92.1 Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

3.92.2 Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

3.92.3 Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers @ 12% / 8.33%. The benefits payable under the Act are:

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

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

In case the consultant has not paid the EPF contribution same will be

recovered in the running bill and paid to the EPF Organization. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue

- 3.92.4 Maternity Benefit Act 1961 or Maternity Benefit Amendment Act 2017:- The Acts provides for leave and some other benefits to Workmen/ employees in case of confinement or miscarriage etc.
- 3.92.5 Contract Labour (Regulation & Abolition) Act 1970:-The Act provides for certain welfare measures to be provided by the consultant to contract labour and in case the consultant fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the consultant is required to take license from the designated Officer. The Act is applicable to the establishments or consultant of Principal Employer if they employ 20 or more contract labor.
- 3.92.6 Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- 3.92.7 Payment of Wages Act 1936:-It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- 3.92.8 Equal Remuneration Act 1979:-The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- a) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum as per the provision of the Act and amendment issued from time to time. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
 - b) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back,
 - c) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide

safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

3.92.9 ESI Act, 1948:-

- a) As per the Govt. Notification dt. 20.7.09, Cochin Port Authority has registered under the ESI Act with ESI Corporation and provision of ESI Act, 1948 are applicable to contract/casual employees drawing wages/Salary upto Rs.20,000/- per month and Working in Cochin Port Authority. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.20,000/- per month employed either directly by Port Authority or through consultant are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 3.25% plus employees' share of 0.75% which is payable on or before 21st of the following month, to which the salary relates.
- b) In case the consultant employs more than 20 employees, they should register their name with ESI scheme as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 3.25% and Employees contribution of 0.75 % (recovered from employees), totally 4% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgement of ESI contribution will not be entertained. In case the consultant has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in consultant's code. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

In case the consultant employs less than 20 employees, the list of employees' name, their father's name, identification proof, one passport photo shall be submitted to the Port Authority. The contribution of ESI amount, both Employers share of 3.25% and Employees of 0.75% (recovered from Employees salary), totally 4% shall be paid by the consultant in the Cochin Port Authority Code on or before 21st of the following month to which the salary relates or otherwise payment to the consultant will be withheld. If the consultant fails to comply with the above instruction, then the Principal Employer (Cochin Port Authority) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the consultant. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

3.92.10 As per the above Government Notification

- a) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
- b) in case they are covered under ESI Act, they have to furnish the details of registration.

4. SPECIAL CONDITIONS OF CONTRACT

4.1 PROJECT OVERVIEW

Cochin Port is one among the 12 Major Ports under Ministry of Ports, Shipping & Waterways, Govt. of India located at Latitude 09 ° - 58' N, Longitude 76 ° - 16' E, in Ernakulam District, Kerala State.

Cochin Port is in the process of Upgradation of Fire Fighting Facilities of its Oil Terminals viz. Cochin Oil Terminal, NTB-STB , Q3-Q4 and NCB. COPA propose to submit application to Chief Controller of Explosives (CCOE) for preliminary approval before commencement of work of Upgradation of Fire Fighting Facilities and other associated works. Upon completion of works, COPA propose to have final approval/Jetty License from CCOE under Petroleum Rule 16(4) for all the above Terminals.

In connection with the above, COPA propose to appoint a Consultant through single stage two cover bidding system on lump sum price basis from experienced firms for the preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan in line with the requirement of PESO for each of the above Oil Terminals.

Capacity of each Terminal are as follows:-

Sl. No.	Berth & Cargo handled	Category as per Table -1 of OISD-STD-156 of 2017	Remarks
1	South Tanker berth (STB)- Petroleum	Tanker Berth at a wharf or Jetty handling Ships of less than 20,000 Tonnes deadweight capacity.	STB & NTB are adjacent berths commonly known as Oil Tanker Berths (OTB). A common Fire water pump house is provided for catering to the fire water requirement of both the jetties
2	North Tanker Berth (NTB)- Petroleum	Tanker Berth at a wharf or Jetty handling Ships of 20,000 Tonnes and above but less than 50,000 Tonnes deadweight capacity.	
3	Cochin Oil Terminal (COT)- Petroleum.	Tanker Berth at a wharf or Jetty handling Ships of 100,000 Tonnes deadweight or larger capacity.	Commissioned in 1984
4	Q3-Q4 - Petroleum & Hazardous chemicals.	Tanker Berth at a wharf or Jetty handling Ships of 20,000 Tonnes and above but less than 50,000 Tonnes deadweight capacity.	Oil Berth Q4 is in operation since 2014 & COPA is in the process of reconstruction of adjacent Q3 berth for handling hydrocarbons & Hazardous Chemicals.
5	NCB-	Tanker Berth at a wharf	At present NCB is not

	Petroleum	or Jetty handling Ships of 20,000 Tonnes and above but less than 50,000 Tonnes deadweight capacity.	having fire fighting facilities and COPA envisages to construct Fire Fighting facilities at NCB in compliance with OISD 156 and get PESO approval.
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4.2 OBJECTIVE OF THE ASSIGNMENT

Prepare and submit the reports pertaining to each Terminal in the sequence of (i) NTB STB (ii) Q3-Q4 (iii) NCB and (iv) COT. For each Terminal, the Reports shall be prepared in the following sequence:-

(i) HAZOP and Quantitative Risk Assessment (QRA) reports shall be prepared concurrently.

(ii) Draft of Disaster Management Plan shall be submitted after completing the Final HAZOP & QRA Reports

4.3 Schedule of various activities involved in the preparation of Reports are as below:-

Sl. No.	Activity	Duration	No. of days required for completion from Work Order
1	Issue of Work Order to the Consultants		
	NTB-STB		
2	Receipt of inputs & documents from COPA	7 days from LOA	7 days
3	Review of documents by Consultants	7 days from Sl.No.2	14 days
4	Onsite Data Collection & Meeting with Port Users	7 days from 3	21 days
5	Submission Draft Report (Hazop & QRA)	14 days from 4	35 days
6	Review by COPA & receipt of comments	3 days from 5	38 days
7	Submission of Final Hazop & QRA Reports	7 days from 6	45 days
8	Submission of Draft DMP	7 days from 7	52 days
9	Review by COPA & receipt of comments	3 days from 8	55 days.
10	Submission of Final DMP	5 days from 9	60 days.
	Q3-Q4, NCB, COT		
11	Receipt of inputs & documents from COPA	7 days from 1	7 days
12	Review of documents by Consultants	7 days from 11	14 days

13	Onsite Data Collection & Meeting with Port Users	7 days from 12	21 days
14	Submission Draft Report (Hazop & QRA)	30 days from 13	51 days
15	Review by COPA & receipt of comments	3 days from 14	54 days
16	Submission of Final Hazop & QRA Reports	14 days from 15	68 days
17	Submission of Draft DMP	14 days from 16	82 days
18	Review by COPA & receipt of comments	3 days from 17	85 days.
19	Submission of Final DMP	5 days from 18	90 days.

4.3 PAYMENT SCHEDULES:-

4.3.1 BOQ of the tender is in such way that the Charges for the preparation of (i) HAZOP Report (ii) QRA Report and (iii) DMP are to be quoted separately (Excluding GST) as lumpsum fee for each Terminal viz. (i) NTB-STB, (ii) Q3-Q4 (iii) COT and (iv) NCB of the single price schedule. The bidders are required to quote for all the line items of each Terminal. Otherwise the offer will be disqualified and rejected. Financial evaluation will be based on overall cost quoted for all the line items.

4.3.2 Lumpsum charges / fees shall be inclusive of all incidentals, studies, investigations (except Bathymetry survey and mathematical model study and data collection), overheads, travelling expenses, boarding, lodging, preparation of reports, expenditure related to presentations to be made during the execution of the Assignment, expenditure for obtaining all clearances except fee to be paid to the Authorities, sundries/all other expenditure and all taxes, levies and duties but excluding GST, for execution of the services as per this Bid Document detailed in the Terms of Reference, amendments, alterations, modifications, if any, to the Bid Document. GST will be paid extra as per the prevailing rates escalation of quoted amount shall not be applicable.

4.3.3 Income Tax as per the rules shall be deducted by the Port from each invoice.

4.3.4 Price quoted by the Consultants and accepted by COPA for the preparation of (i) HAZOP Report (ii) QRA Report and (iii) DMP of each Terminal will be paid after submission of Reports **pertaining to the respective Terminal** as per the Schedule indicated below :-

Sl. No.	Description of Deliverables	Percentage of Agreed Total Lump sum Fee for the respective Terminal
1	On signing of the agreement and submission of Draft Hazop & QRA Reports for all terminals	25%
2	Submission of Final Hazop & QRA Reports for all terminals	25 %
3	Submission of Draft DMP Report for all terminals	15 %
4	Submission of Final DMP Report for all terminals	15 %
5	Balance Payment after satisfactory acceptance of Hazop, QRA and DMP Reports by CCOE during the processing of COPA's application for Preliminary PESO approval of the respective Terminal.	20 %
	Total	100%

5. SCOPE OF WORK & TECHNICAL SPECIFICATIONS

5.1 SCOPE

The Preparation of (i) Hazard and Operability Report (HAZOP), (ii) Quantitative Risk Assessment (QRA) Report and (iii) Disaster Management Plan (DMP) for oil terminals viz. NTB-STB , Q3-Q4, NCB and COT in line with the requirement of PESO to apply for Preliminary approval and subsequently to obtain Jetty License from CCOE under Petroleum Rule 16(4) upon completion of Up gradation works. Bidders may please note that COPA does not have Storage facility either for Hydrocarbons or Hazardous chemicals in any of the Terminals mentioned above. The bidders shall consider this aspect while carrying out the studies. Vendor should submit draft Reports including soft copies in PDF Format and editable version in respect of each Terminal separately as per the priority indicated in this document. After getting approval from the Officer in-Charge of COPA, final copies (total 10 sets for each Terminal) shall be printed and delivered to COPA along Soft copy in PDF format and presentation in PPT format in pen drive.

5.2 SCOPE OF THE ASSIGNMENT:

5.2.1 Hazard and Operability Study Report (HAZOP)

The Consultant shall conduct a HAZOP Study in accordance with OISD-STD-156, OISD-STD-244, IS-15656 and relevant national and international standards for terminals North and South Tanker Berths (NTB-STB), Q3/Q4, NCB and Cochin Oil Terminal (COT).

1) Purpose

To identify and assess process hazards and operability concerns during handling of Class-A, B & C petroleum products and other hazardous chemicals at the above 3 oil terminals and to recommend mitigation measures ensuring compliance with statutory norms. Individual report shall be submitted for each Terminal.

2) Objectives

- Identify potential hazards and operability issues associated with cargo transfer operations.
- Evaluate adequacy of existing safeguards, control systems, and emergency provisions.
- Recommend design or procedural improvements to minimize risks to personnel, property, and environment.
- Ensure compliance with Petroleum Rules, OISD standards, and PESO requirements for approvals under Rule 16(4).

3) Methodology

Documentation Review-The Consultant shall review:

- Process Flow Diagrams (PFDs), Piping & Instrumentation Diagrams (P&IDs)
- Jetty layout drawings, line diagrams, and control philosophy
- ESD logic and instrumentation details
- Cargo handling and emergency operating procedures
- Maintenance and inspection records of safety and firefighting systems

A detailed study plan and node definitions shall be prepared and submitted for approval prior to the workshop. Software for HAZOP shall be PHA PRO or similar.

4) HAZOP Workshop Execution

- Conduct structured HAZOP sessions using standard guidewords to identify deviations, causes, consequences, safeguards, and recommendations.
- The study shall cover including but not limited to the following:
 1. Ship–shore interface (loading arms, hoses, couplings)
 2. Shore manifolds and emergency isolation valves
 3. Cargo transfer pipelines
 4. Metering, sampling, and pig launcher/receiver
 5. Emergency Shutdown (ESD) and control systems
 6. Firefighting and emergency response systems
 7. Electrical and instrumentation interfaces
 8. Corrosion / erosion of product pipelines
 9. Abnormal operations and human errors
 10. Maintenance and service failures
 11. Safety-critical systems
 12. Spare / standby equipment impacting system integrity

HAZOP sessions shall include representatives from COPA's Operations, Maintenance, Fire & Safety, and Instrumentation departments and Terminal users viz. Oil Companies and Tank Farm Operators.

5) Site Visit

The Consultant shall conduct field visits to verify existing installations, collect operational data, and interact with terminal staff.

- Local transport within port premises will be arranged by COPA on Port account.
- All other travel and accommodation costs shall be borne by the Consultant.

6) Reporting and Deliverables

1. HAZOP Inception Note – Scope, methodology, node list, and work schedule.
2. Draft HAZOP Report – Including detailed worksheets and Action Tracker (Excel).
3. Final HAZOP Report (PDF) – Incorporating client comments.

4. Presentation Deck (PPT/PDF) – For management and PESO submission.
5. Node-wise Worksheets (Excel) and PESO Compliance Summary.

Each report shall clearly present:

- Methodology and study team composition
- Node-wise findings, safeguards, and recommendations
- Risk ranking and prioritization
- Action plan and PESO compliance summary

7) Compliance and Quality Assurance

- All methodologies, assumptions and models shall be documented, traceable, and auditable.
- The final report shall conform to PESO / CCOE requirements and be suitable for submission under Petroleum Rule 16(4).
- If PESO requires any modification after submission, the Consultant shall revise and resubmit the report without additional cost to COPA.

5.2.2 Quantitative Risk Assessment (QRA)

The consultant shall carry out a comprehensive Quantitative Risk Assessment (QRA) for Cochin Port's oil terminals — Cochin Oil Terminal (COT), North and South Tanker Berths (NTB-STB), Q3/Q4 and NCB — in line with OISD-STD-156, OISD-STD-244, IS-15656, and other applicable national and international standards. The objective is to identify, quantify, and evaluate all potential hazards associated with the handling of petroleum products and hazardous chemicals at these terminals, and to recommend mitigation measures ensuring compliance with the requirements of PESO/CCOE for preliminary approval and final jetty licensing under Petroleum Rule 16(4).

1) Data Collection and Review

The consultant shall collect and review all necessary technical, operational, and environmental information relevant to risk assessment, including but not limited to:

- Berth layout, mooring arrangement, fender system, and structural drawings.
- Loading/unloading systems – loading arms, flexible hoses, product and vapor return lines, pigging and manifold details.
- SCADA/control interlocks, emergency shutdown systems, alarm systems, and firefighting arrangements.
- Cargo characteristics (Class A/B/C petroleum and hazardous chemicals), physical and chemical properties, and quantities handled.
- Typical tanker sizes, cargo throughput, and operating modes (loading/unloading).
- Channel geometry, depth, turning circle, environmental data (wind, tide, current, temperature, stability class).

- Historical incident/near-miss data, maintenance and inspection records, and traffic statistics.
- Input from terminal users and tank farm operators (IOCL, BPCL, HPCL HHA, Konkan, GBL,) on operational practices, interconnections, and transfer systems.

2) Hazard Identification (HAZID)

- Identify all potential hazards and hazardous scenarios associated with ship berthing/unberthing, cargo transfer, pipeline operations, and storage interfaces.
- Consider process deviations, equipment failures, human errors, and external impacts (ship collision, dropped objects, mooring failure, power failure, etc.).
- Incorporate input from Oil Companies and tank farm operators and berth operating personnel to ensure comprehensive coverage of operational and site-specific hazards.
- Develop a Hazard Register summarizing identified hazards, causes, potential consequences, and existing safeguards.

3) Scenario Selection and Definition

- Identify credible accident scenarios (CAS) for each berth based on cargo handled, system configuration, and operating conditions.
- Define release conditions (hole size, phase, duration, release rate, ignition probability, and weather cases).
- Include scenarios such as vapor cloud formation and explosion, pool fire, jet fire, BLEVE (if applicable), toxic gas dispersion, and ignition cases.
- Include risks associated with navigation and berthing/unearthing operations through the Channel, including tug assistance and turning operations.

4) Frequency Analysis

- Quantify frequencies of identified scenarios using fault tree/event tree methodologies or recognized industry failure rate databases.
- Assess failure probabilities of major equipment and safety systems (hoses, loading arms, valves, interlocks, emergency shutdowns).
- Categorize scenarios by frequency and consequence (e.g., high consequence/low frequency and low consequence/high frequency events).

5) Consequence Analysis

- Conduct detailed consequence modeling for all credible release scenarios using recognized software (DNV PHAST or similar) and the Dow Fire and Explosion Index (F&EI).
- Determine thermal radiation, overpressure, toxic dispersion, and fragmentation zones for each scenario.
- Calculate downwind hazard distances and assess injury/damage potential to personnel, equipment, and nearby facilities.
- Evaluate pollution and health risks for terminal workers and surrounding communities, where applicable.
- Results shall include hazard contours, isopleths, and tabulated consequence distances corresponding to critical thresholds (e.g., 4, 12.5, and 37.5 kW/m²

for thermal flux; 0.03, 0.1, and 0.3 bar for overpressure; AEGL/ERPG levels for toxic exposure).

6) Risk Estimation

- Combine frequency and consequence data to compute individual and societal risk values.
- Determine Location-Specific Individual Risk (LSIR) at key points within and around each terminal.
- Generate risk contours (e.g., 10^{-3} , 10^{-4} , 10^{-5} per year) and F-N curves to visualize risk distribution.
- Compare calculated risks with acceptable criteria based on OISD and international standards to identify high-risk areas and critical safety gaps.

7) Review and Evaluation

- Evaluate adequacy of mooring arrangement, fender system, loading arms, hoses, interlocks, pipelines, and ESD systems from a risk standpoint.
- Review environmental and navigational conditions affecting accident probability.
- Identify deficiencies, potential failure modes, and safety-critical recommendations.
- Prioritize mitigation measures based on risk significance (Critical / High / Medium) and suggest required updates to SOPs, maintenance schedules, and operating procedures.

8) Risk Mitigation and Recommendations

- Recommend cost-effective mitigation and control measures to reduce risks to As Low As Reasonably Practicable (ALARP) levels.
- Propose design, operational, procedural, and emergency response enhancements.
- Suggest additional safeguards or instrumentation where existing controls are insufficient.
- Recommend zoning, safety distances, and exclusion areas based on risk contour outcomes.

9) Reporting and Deliverables

For each terminal (NTB-STB, Q3-Q4, NCB, COT), the consultant shall submit:

- Draft QRA Report covering all activities and findings for review by Cochin Port Authority (COPA).
- Final QRA Report (10 hard copies and soft copies) incorporating COPA's comments.

Each report shall include:

1. Executive summary and objectives.
2. Data and assumptions.
3. Hazard identification and scenario selection.
4. Frequency and consequence analysis.
5. LSIR and societal risk assessment.
6. Risk contour maps, F-N curves, and hazard zones.

7. Mitigation recommendations and ALARP demonstration.
8. Appendices with model inputs, outputs, and calculations.

10) Site Visits

The consultant shall carry out site visits as necessary to collect data, verify system configurations, and interact with operational personnel and terminal users. COPA will provide local transport between its offices and the terminals. All other travel and logistical expenses shall be borne by the consultant.

11) Compliance and Quality Assurance

- All methodologies, assumptions, and models shall be documented, traceable, and auditable.
- The final report shall comply with PESO/CCOE requirements and be suitable for submission to authorities for preliminary and final approvals under Petroleum Rule 16(4).
- In case PESO made any observation/ modification/correction in the QRA report during their scrutiny after submission of application for preliminary approval by COPA, the Consultants is required to submit the revised report meeting the requirement of PESO without any extra cost to COPA.

5.2.3 Disaster Management Plan (DMP)

1) Objective

To prepare comprehensive, site-specific Disaster Management Plans (DMPs) for the three oil terminals of Cochin Port Authority – COT, NTB-STB, , Q3-Q4 and NCB – covering prevention, preparedness, response, and recovery measures in compliance with CCOE, NDMA guidelines.

2) Scope of Work

The Consultant shall carry out the following tasks:

(i) Data Collection and Review

- Review existing documents, drawings, and records relating to:
 - Jetty layout and facilities
 - Piping and transfer systems
 - Product handling and emergency systems
 - Fire protection and communication systems
 - Existing emergency and safety procedures
- Conduct site visits to each terminal for assessment of infrastructure and emergency arrangements.
- Review CoPA's Organizational Disaster Management Plan (2022) and Draft Oil Spill Disaster Management Plan (under approval by Indian Coast Guard) and incorporate relevant details.

3) Preparation of Disaster Management Plan

Prepare separate DMPs for **NTB-STB, Q3-Q4, NCB** and COT in accordance with the guidelines of PESO, CCOE, NDMA, OISD, and MoPNG, including:

a. On-site Emergency Plan

- Organizational structure and command hierarchy.
- Roles and responsibilities of key personnel.
- Communication and alarm systems.
- Evacuation routes and procedures.
- Resource inventory (firefighting, rescue, and spill control).
- Mutual aid arrangements.
- Medical aid and first response measures.

b. Off-site Emergency Coordination

- Coordination with District Disaster Management Authority (DDMA), Police, Fire & Rescue Services, Coast Guard, and hospitals.
- Procedures for alerting and liaison with off-site authorities.
- Integration with State Disaster Management Authority (SDMA) protocols.

c. Emergency Response and Recovery Procedures

- Classification of emergencies and escalation matrix.
- Activation and deactivation of emergency plans.
- Post-disaster recovery, damage assessment, and rehabilitation.
- Periodic training and mock drill framework.

d. Environmental and Safety Measures

- Containment and mitigation of oil spills and vapor release.
- Environmental protection and marine ecosystem safety.
- Waste disposal and remediation measures.

e. Drawings and Annexures

Each DMP shall include:

- Terminal layout showing hazard zones and emergency facilities.
- Communication flow diagrams and contact lists.
- Location of fire fighting and emergency response equipment.
- Emergency assembly points, evacuation routes, and isolation valves.

4) Validation and Submission

- Conduct a tabletop or mock drill exercise if required by CoPA.
- Submit draft DMPs for review and incorporate CoPA's comments.
- Submit final DMPs (10 printed sets + soft copies) for each terminal.
- If PESO/CCOE requires modifications post-submission, revisions shall be made at no additional cost.

5) Deliverables

1. Inception Report.

2. Draft Disaster Management Plan (for each terminal).
 3. Final Disaster Management Plan (10 hard copies + soft copy for each terminal).
 4. Presentation to CoPA and relevant authorities.
- 6) Standards and References

The DMPs shall be prepared in accordance with:

- Petroleum Rules, 2002 (and amendments)
- PESO/CCOE Guidelines for Jetty Licensing
- NDMA Guidelines on Industrial and Chemical Disaster Management
- IS 15656 – Emergency Response and Disaster Management Plan (ERDMP) for Petroleum Sector
- MoEF&CC and CPCB Guidelines (as applicable)

3.4 Confidentiality

All data, drawings, and information provided by CoPA shall be treated as strictly confidential and shall not be disclosed to any third party without prior written approval of CoPA.

LETTER OF SUBMISSION - COVERING LETTER

(ON THE LETTER HEAD OF THE TENDERER)

No.....

Date :

To

The Chief Mechanical Engineer,
Cochin Port Authority.

Sir,

Sub: Tender for[Insert Title]

Being duly authorized to represent and act on behalf of
(hereinafter referred to as “the Tenderer”) and having reviewed and fully understood all of the requirements of the Tender Document and information provided, the undersigned hereby apply for the Project/Work referred above.

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

- (i) Letter of Submission – Covering Letter
- (ii) Bid Security/EMD in the form of Account Payee DD / Banker’s Cheque/Insurance Surety Bond bearing No -----dated -----, for Rs..... issued byBank / in the form of BG as per **Annexure-20**.
- (iii) Power-of-Attorney (**Annexure-6**) (If applicable)

We have also uploaded the following documents for online submission of Technical Bid:

- (i) Tender Document along with Addendum / Corrigendum No...../ Addenda/Corrigenda Nos., and General Conditions of Contract with Amendments, in PDF format.
- (ii) Particulars of bidder (**Annexure-2**)
- (iii) Tender Form (**Annexure-3**)
- (iv) Scanned copy of financial instruments towards Bid Security/EMD
- (v) Notarized copy of Exemption Certificate towards Bid Security/EMD / Udyam Certificate (If applicable)
- (vi) Details of past experience of consultant for similar work (**Annexure-13**)
- (vii) Notarized copies of Completion Certificates of similar Works
- (viii) Average Annual Financial Turnover over the last three financial years (**Annexure-14**)
- (ix) Scanned copies of Audited Financial Statements for the last three

years

- (x) Undertaking regarding EPF and ESI Registration (**Annexure-15**)
- (xi) Details of Pending Litigation of the Tenderer (**Annexure-16**)
- (xii) Details of Litigation History of the Tenderer (**Annexure-17**)
- (xiii) Details of Barred Cases of the Tenderer (**Annexure-18**)
- (xiv) Banker's Details (**Annexures-7 &19**)
- (xv) Details of ongoing contracts at CoPA – **Annexure - 9**
- (xvi) Undertaking on Indemnification – **Annexure - 10**
- (xvii) Indemnity Bond–**Annexure -11**
- (xviii) Land Boarded sharing - **Annexure - 21.**
- (xix) Undertaking of Confidentiality - **Annexure - 22.**
- (xx) Scanned copy of Tender Document, duly signed and sealed
- (xxi) Scanned copy of Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the Company, as the case may be.
- (xxii) Scanned copies of GST and PAN registrations.
- (xxiii) Scanned copies of EPF and ESI registration, if applicable.

We also certify that further Tender related communication can be sent to the following e-mail IDs by CoPA:

- (i)
- (ii)

(Furnish two nos. current active email addresses)

SIGNATURE OF TENDERER

PARTICULARS OF BIDDER

All individual firms or each of the partners of an organization submitting the tender must complete the information in this form.

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	Fax number/s:	
6	E-mail Id	
7.	Branch Office address if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
11.	E-mail Id	
12.	Works address:	
13.	Contact person name at Works:	
14.	Telephone number/s:	
16.	E-mail Id	
17.	Place of Registration/ Incorporation:	
18.	Year of Registration/ Incorporation	

Signature & seal of the Bidder

TENDER FORM

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form)

To,

**The Chief Mechanical Engineer,
Cochin Port Authority,
Willingdon Island, Cochin-682009.
India.**

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“Providing consultancy services for the work of installation of fire fighting facilities of tanker terminals Q3&Q4 , NCB at Cochin Port”** we the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 21 days from the date of receipt of the letter of acceptance, will furnish security deposit in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have submitted the EMD/exemption for the same as per the instructions.
6. We further agree that in the event of our with drawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within time from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of two (2) years from

participating for tenders at Cochin Port Authority duly informing the MSME authorities if applicable.

7. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Signature:

Witness

Address:

FORM OF AGREEMENT

THIS AGREEMENT made at Ernakulam this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Consultant") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and "The Board of Cochin Port Authority, a body constituted under Major Port Authorities Act 2021" having its Office at Willingdon Island, Cochin (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the consultant for **"Name of work"** vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The consultant's all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the consultant as hereinafter mentioned the consultant HEREBY COVENANT with the Board for executing "Tender for providing consultancy services for the work of installation of fire fighting facilities of tanker terminals Q3, Q4 & NCB at Cochin Port" in conformity in all respects with the provision of the Contract.
4. The Board HEREBY COVENANT to pay to the consultant in consideration of the work of "Tender for providing consultancy services for the work of installation of fire fighting facilities of tanker terminals Q3, Q4 & NCB at Cochin Port", the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of “The Board of Cochin Port Authority, a body constituted under Major Port Authorities Act 2021”(hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for “Tender for providing consultancy services for the work of installation of fire fighting facilities of tanker terminals Q3&Q4, NCB at Cochin Port” vide Work Order No._____(hereinafter called ‘the Contract’) to M/s. “Name of the consultant” (hereinafter called the ‘consultant’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the consultants and the Board, the consultant is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, We, _____ (Name of the Bank), full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’) at the request of the consultants do hereby undertake to pay to the Board an amount not exceeding Rs._____/-(Rupees_____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the consultants of any of the terms and conditions of the said Contract.

2. We, _____ (Name of the Bank), do hereby undertake to pay Rs._____/-(Rupees_____) as 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 the consultant’s 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 an amount not exceeding Rs._____/-(Rupees _____).

3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the consultant in

any suit or proceeding 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 consultant shall have no claim against us for making such payment.

4. We, _____(Name of the Bank), 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 the performance of the said Contract and 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 of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said consultants and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____,all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____(Name of the Bank), 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 consultants from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said consultants 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 extension being granted to the consultants or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the consultants or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the consultant.

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

8. Our liability under this Guarantee shall not exceed Rs._____/-(Rupees_____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ---
-/-----/202 .
11. The Bank Guarantee is en-cashable at our _____ branch at
Ernakulam, Kerala

Dated ----- day of -----2026

For

(Authorised Signatory/s)

(Name & Code No.)

(For and on behalf of Bank.)

(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

FORMAT OF POWER OF ATTORNEY (in original)

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, -----(name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of “Tender for providing consultancy services for the work of installation of fire fighting facilities of tanker terminals Q3&Q4, NCB at Cochin Port” Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers

delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this _____ day of _____, 20____ (Two thousand _____).

WHEREAS, even though this sub-delegation is signed on this _____ day of _____ 20____ (Two thousand _____), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this _____ day of _____ 20____ (Two thousand _____) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

Bank Information for E-Payment

1	Name and full address of the Bidder	
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/ e-mail of the Bidder	Telephone:
		Mobile:
		e-mail:
8	Xerox copy of a cheque should be enclosed	
9	PAN (Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Bidder

DELETED

DETAILS OF ONGOING CONTRACTS AT COPA BEYOND --...20--

Sl no	Work Order Description	Work Order no. & date	Work Order Value	Department which has issued the Work order	Date of completion as per work order

Sign & Seal of the consultant

UNDERTAKING ON INDEMNIFICATION

We _____ (Bidders Name) hereby agree and undertake to indemnify, keep indemnifies, depended and hold harmless the CoPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the CoPA is compelled to obey the order which arise due to breach of contract by us.

We _____(Bidders name) shall indemnify, protect and defend at our own cost, Cochin Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify CoPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We _____(Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. CoPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

We _____(Bidders name) hereby undertake that ,

The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.

- a. Bidder/deployed staffs will follow all the required safety procedures while executing the job.

Sign and Seal of the Bidder/ Bidders Authorized representative

INDEMNITY BOND

(To be furnished in Stamp paper not less than Rs.100 e-Stamp paper)

This deed of indemnity is executed by herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of Cochin Port Authority, Willingdon Island, Cochin-682009, herein after referred to as 'Indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

Whereas the indemnified herein as awarded to the indemnifier herein a Tender/Contract or for supply of / Construction of on terms and conditions set out interalia in the work order No..... valued at Rs.....

AND Whereas, the clauses No..... of the above mentioned work order provides for indemnifying the indemnified by the indemnifier for any accident, damage or compensation payable to any workmen or other person in the employment of the consultant or any sub contractor during the period of tender/contract.

AND Whereas, the Indemnifier hereby irrevocably agrees to indemnify the indemnified against all damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the consultant or sub-contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the indemnified shall be at liberty to deduct or adjust from the bills payable to the indemnifier by the indemnified for an amount that the indemnified may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the indemnifier.

The Indemnifier shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Muncipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

The Indemnifier is liable to pay all Statutory Compensation to the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is

made against Indemnified arising out of this work, the Port shall have the right to deduct the same from the bill amount payable to the Indemnifier after verification of the validity and if admissible as per rules.

The Indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

In addition to complying of the above, the Indemnifier hereby undertakes to indemnify the indemnified against any unforeseen incidents / accidents, which may lead to fatality including death, permanent/ partial disablement, injury, financial loss, legal issues or any other etc of the labourers / workmen's/ staffs of the consultant / sub-contractor for which the indemnified and its officers / representation are in no way responsible.

For.....
INDEMINIFIER
(Signature with Name and Designation)
Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

DELETED

DETAILS OF PAST EXPERIENCE OF CONSULTANTS FOR SIMILAR WORKS

Sl. No.	Name & Location of Project	Owner's Complete address including details of Contact Person	Value of Contract	Duration of Contract			Details of Work including major items of Work involved	Reference No. & Date of Letter of Intent & Completion Certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date		
1	2	3	4	5	6	7	8	9
1	Name: Location:	Address: Fax No. Contact person: Mobile No. Email:						Letter of Intent No. & date: Completion Certificate No. & date:
2	Name: Location:	Address: Fax No. Contact person: Mobile No. Email;						Letter of Intent No. & date: Completion Certificate No. & date:
3	Name: Location:	Address: Fax No. Contact person: Mobile No. Email:						Letter of Intent No. & date: Completion Certificate No. & date:

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

SIGNATURE OF TENDERER

FINANCIAL CAPABILITY

Average Annual Turnover of the Bidder

Annual Turnover			
Year 1 [2022-23]	Year 2 [2023-24]	Year 3 [2024-25]	Average of 3 years

Instructions:

- (i). The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements certified by Chartered Accountant along with UDIN as required under this Bid Document.

SIGNATURE OF TENDERER

UNDERTAKING REGARDING EPF AND ESI REGISTRATION

I/We, M/s.(*Name & address of the Tenderer*) solemnly affirm and undertake that I/We do not have the required number of employees for taking registration under EPF Organisation and ESI Corporation. I/We also undertake that I/We take the full responsibility for all the consequences arising due the above and indemnify CoPA officials for any actions taken in this regard.

SIGNATURE OF TENDERER

DETAILS OF PENDING LITIGATION OF THE TENDERER

Details of Pending Litigation upto[Insert Date and Year - last day of the month previous to the one in which Tenders are invited]are as follows:

No	Date, month & Year of Dispute	Amount in Dispute	Contract Identification	Total Contract Amount
			Contract Identification : [indicate complete contract name, number, date and any other identification] Name & Address of Employer: [insert full Name & Address] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate “Employer” or “consultant”] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	

We declare that the information given above are true to the best of our knowledge and belief and nothing has been omitted / concealed and if at any stage it is found / noticed that any information provided by us thereon above is not true /incorrect and incase of receipt of adverse / unsatisfactory report from other Clients / Employers, our Tender may not be considered and CoPA may take further appropriate action against us.

SIGNATURE OF TENDERER

DETAILS OF LITIGATION HISTORY OF THE TENDERER

Details of Litigation History till[Insert Date and Year - last day of the month previous to the one in which Tenders are invited]are as follows:

Sl.	Date, month & Year of Award	Amount in Award	Contract Identification	Total Contract Amount
			Contract Identification : [Indicate complete contract name, number, date and any other identification] Name & Address of Employer: [Insert full Name & Address] Matter in dispute: [Indicate main issues in dispute] Party who initiated the dispute: [Indicate “Employer” or “consultant”] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	

We declare that the information given above are true to the best of our knowledge and belief and nothing has been omitted / concealed and if at any stage it is found / noticed that any information provided by us thereon above is not true / incorrect and incase of receipt of adverse / unsatisfactory report from other Clients / Employers, our Tender may not be considered and CoPA may take further appropriate action against us.

SIGNATURE OF TENDERER

DETAILS OF BARRED CASES OF THE TENDERER

Details of all barred cases by the Central/State Government, or any entity controlled by it, from participating in any Project till[Insert Date and Year - last day of the month previous to the one in which Tenders are invited] are as follows:

Sl.No.	Date, month & Year of Contract	Amount of Contract	Contract Identification	Remarks
			Contract Identification : [Indicate complete contract name, number, date and any other identification] Name & Address of Employer: [Insert full Name & Address] Matter in dispute: [Indicate main issues in dispute] Period of barring: [Indicate the date from which the consultant is barred and the period for which he is barred]	

We declare that the information given above are true to the best of our knowledge and belief and nothing has been omitted / concealed and if at any stage it is found / noticed that any information provided by us thereon above is not true / incorrect and incase of receipt of adverse / unsatisfactory report from other Clients / Employers, our Tender may not be considered and CoPA may take further appropriate action against us.

SIGNATURE OF TENDERER

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

Name of the Party Bank A/c No.:

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

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

Mobile No :

SIGNATURE OF TENDERER

PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No.....dated.....

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

In favour of

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

Whereas Sri..... / M/s. / JV / Consortium of M/s., M/s. & M/s. (Name of Tenderer) (Composition and legal status of the Tenderer) (hereinafter called “the Tenderer”), which expression shall unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns, has Bid for the Work of “.....” [Insert Title], **AND TENDER No.**.....[Insert Tender No.](hereinafter referred to as “the Work”).

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

Now this deed witnessed that in consideration of the premises, We, Bank hereby declare, undertake and agree as follows:

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

The above payment shall be made by us without any reference to the Tenderer or any other person and irrespective of whether the claim of the Port Authority is disputed by the Tenderer or not.

This Guarantee shall remain in full force for a period of days (45 days beyond the final bid validity period) from (date)*..... or for such extended period as may be mutually agreed between the Port Authority and the Tenderer and shall continue to be enforceable till all amounts which are demanded by the Port Authority under this Guarantee are paid.

In order to give full effect to this Guarantee, the EMPLOYER shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by extension of time of performance of any obligations by the Tenderer or any postponement for any time of the powers exercisable by the EMPLOYER against the Tenderer or forebear or enforce any of the terms and conditions relating to non-compliance of the Tender Document by the Tenderer and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Tenderer or forbearance or omission on the part of the EMPLOYER or any indulgence by the EMPLOYER to the Tenderer to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.

The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by
Bank by the hand of Shri.....
its.....and authorised official

*Fill in the scheduled date of submission of Tender.

**Certificate for Tenderers / Bidders sharing Land
Border**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT).I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/Bidders Authorized representative

Certificate for Tenderers / Bidders on Confidentiality and Non-Disclosure

- I shall maintain strict confidentiality of all official information, records, documents, data, drawings, reports, communications, photography, videos and any other material that comes to my knowledge during the course of my engagement.
- I shall not disclose, publish, share, forward, upload or circulate any official or confidential information, directly or indirectly through social media platforms, blogs, websites, online forms, print, electronic or digital media, or any other public or private platform without prior written approval of the Competent Authority of Cochin Port Authority.
- I shall not post or share any content related to internal meetings, decisions or correspondence, official sites, installations, terminals, projects or operations, security related, commercial or strategic information, tender, contract or financial matters, any information which may harm the image, interest, security or functioning of the organization.

This obligation shall remain binding on me during my engagement and even after cessation of my engagement with Cochin Port Authority. I understand that any violation of this undertaking shall render me and my organization liable for disciplinary action as per regulation.

Sign and Seal of the Bidder/Bidders Authorized representative

BILL OF QUANTITIES

Name of Assignment: Providing Consultancy Services for Preparation of HAZOP Study Report, Quantitative Risk Assessment (QRA) Report and Disaster Management Plan (DMP) for Oil Terminals of Cochin Port Authority viz. NTB-STB , Q3-Q4, NCB and COT in line with the requirement of PESO

COCHIN PORT AUTHORITY					
Tender No.	CoPA/CME/HAZOP/25-26				
NAME OF WORK	Preparation of (i) Hazard and Operability Report (HAZOP), (ii) Quantitative Risk Assessment (QRA) Report and (iii) Disaster Management Plan (DMP) for three Oil Terminals viz. Cochin Oil Terminal, NTB-STB and Q3-Q4 at Cochin Port.				
CONSULTANTS NAME & ADDRESS					
Sl. No	TERMINAL	SUB-HEADS		UNIT	AMOUNT (Rupees) excl GST
(1)	(2)	(3)		(4)	(5)
1	NTB-STB	(i)	Preparation of HAZOP Report.	Lump sum	XXXXXXXXXX
		(ii)	Preparation of QRA Report.	Lump sum	
		(iii)	Preparation of DMP.	Lump sum	
2	Q3-Q 4	(i)	Preparation of HAZOP Report.	Lump sum	
		(ii)	Preparation of QRA Report.	Lump sum	
		(iii)	Preparation of DMP.	Lump sum	
3	COT	(i)	Preparation of HAZOP Report.	Lump sum	
		(ii)	Preparation of QRA Report.	Lump sum	
		(iii)	Preparation of DMP.	Lump sum	
4	NCB	(i)	Preparation of HAZOP Report.	Lump sum	
		(ii)	Preparation of QRA Report.	Lump sum	
		(iii)	Preparation of DMP.	Lump sum	
Grand total of Sl. No.1,2,3 &4					
Grand Total in words					
NOTE:-					
1. It is mandatory to quote the rate for all the Four line-items, otherwise the tender will be rejected.					
2. Financial evaluation will be based on overall cost quoted for all the three line items.					

Signature of Bidder

CHECK LIST

TENDER NO: CoPA/CME/FF Consultancy/25-26/Q3&Q4/NCB, Dtd:27/03/2026

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
TECHNICAL BID	1	EMD or supporting document for exemption of EMD		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested		
	3	Copies of Profit and Loss Account statements, balance sheet and Auditor's report for the last three years, certified by Chartered Accountant along with TDS certificate/ traces wherever required.		
	4	Certificates: a) GST Registration Certificate. b) ESI, PF Registration Certificates & PAN card copy		
	5	Tender Document, sealed and signed by the bidder along with Pre-bid replies, Corrigendum/Addendums if any.		
	6	a) Annexure - 1-Letter of Submission – Covering Letter. b) Annexure - 2 - Particulars of Bidder c) Annexure -3 - Tender Form d) Annexure -6 - Power of Attorney e) Annexure -7 - Bank information for E-payment f) Annexure - 9 - Details of ongoing Contracts at COPA g) Annexure - 10 - Undertaking on indemnification h) Annexure -11 - Indemnity Bond i) Annexure -13 – Past experience of consultants j) Annexure -14 – Financial Capability k) Annexure -15 – Undertaking regarding EPF & ESI registration. l) Annexure -16 – Details of pending litigation of tenderer m) Annexure -17 – Details of litigation history of tenderer. n) Annexure -18 – Details of barred cases of tenderer o) Annexure -19 – Details of party opting for refund of EMD		

	<p>p) Annexure -20 – Proforma of irrevocable bank guarantee for EMD.</p> <p>q) Sharing Land Border - Annexure – 21.</p> <p>r) Undertaking of Confidentiality - Annexure – 22.</p>		
PRICE Bid	PART-III - Price Schedule (Online Mode Only)		