



कोचिन पत्तन प्राधिकरण  
Cochin Port Authority

**Cochin Port Authority**

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

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**NIT NO.:COPA/CME/2026-27/FFF/NTB, Dtd. 14.04.2026**

TENDER DOCUMENT

FOR

**“Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis  
for handling POL”**

**2026**

**LIST OF DOCUMENTS**

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

**TENDER No: NIT NO.:COPA/CME/2026-27/FFF/NTB, Dtd 14.04.2026**

**Name of Work: “Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL”**

- 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 The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, may contact e-Tender Help Desk No.080-40482000 / 9605557738
- 4 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 5 The e-token that is registered should be used by the Bidder and should not be misused by others.
- 6 DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 7 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.
- 8 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.
- 9 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.
- 10 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](http://www.tenderwizard.com/COPT) or [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.cochinport.gov.in](http://www.cochinport.gov.in). All documents to be submitted, as indicated in the tender schedule should be in PDF formats.

- 11 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 **"Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL"** 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.
- 12 The Bidder should read the terms and conditions of the tender and accept the same before proceeding with submission to tender.
- 13 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.
- 14 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.

- 15 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.
- 16 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.
- 17 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.
- 18 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 signed using the e-token of the bidder and then submitted.
- 19 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.
- 20 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.
- 21 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.
- 22 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.
- 23 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).
- 24 The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the bidders etc., if any, issued by the Employer, from the website before submission of the bid. Any shortfall in uploading the said Addenda/ Amendments/ Errata/ Replies to the queries of Tenderer etc. duly signed along with the downloaded documents while uploading the Tender will render the Tender incomplete and such incomplete Tender Documents may be rejected by the employer and would not be evaluated.

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**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](http://www.tenderwizard.com/COPT)

TENDER NO.	<b>NIT NO.:COPA/CME/2026-27/FFF/NTB, Dtd.14.04.2026</b>
Name of the Work	<b>“Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL”</b>
Estimated cost	<b>Rs.20,78,43,934/-</b> (Rupees Twenty Crores Seventy Eight Lakh Forty Three Thousand Nine Hundred and Thirty Four Only)
Earnest Money Deposit	<b>Rs.49,05,200/-</b> (Rupees Forty Nine Lakh Five Thousand Two Hundred Only)
Tender Fee	<b>Rs.11,800/-</b> (Rupees Eleven Thousand Eight Hundred Only)
Date of Tender Document available to parties to download	<b>14/04/2026 at 18:00 Hrs.</b>
Date of Starting of e-Tender for submission of Bid on line at <a href="http://www.tenderwizard.com/COPT">www.tenderwizard.com/COPT</a>	<b>14/04/2026 at 18:00 Hrs.</b>
Date of closing of e-Tender for submission of Bid.	<b>05/05/2026 at 15:00 Hrs.</b>
Date & Time of opening of Technical Bids	<b>05/05/2026 at 15:30Hrs.</b>
Date & Time of pre-bid meeting if any	<b>21/04/2026 at 11:00 Hrs.</b>
Date & Time of opening of Price Bid	Will be communicated separately to the qualified Bidders
<b>Completion Period</b>	<b>12 Months</b> from the date of Letter of Acceptance
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.6,23,54,000/-** 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**

1.2.2.1 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 either of the following:

One similar completed work costing not less than Rs.16,62,75,148/-  
(Excl GST)

OR

Two similar completed works each costing not less than Rs.10,39,21,967/-  
(Excl GST)

OR

Three similar completed works each costing not less than Rs.8,31,37,574/-  
(Excl GST)

(i) **Similar Work means** "SITC of Fire Fighting Facilities or Up gradation/Augmentation/Modification of existing Fire Fighting Facilities, either in an Oil Tanker berth handling hydrocarbons (Crude Oil/POL Products/LPG/LNG etc.) or 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 certificate from their client clearly mentioning the amount pertaining to similar works mentioned above.

(ii) On-going works will be considered provided the executed value during the month previous to the one in which this tender is invited should be above the values mentioned at Sl.No.1.2.2.1 and supporting documents listed below are enclosed:

a) Form 26AS

b) On-going work certificate from the client with below details:

- Executed value
- Period of Contract
- Delay if any
- Percentage of work completed for the Similar works mentioned above
- Performance of the contractor

(iii) 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](http://www.cochinport.gov.in), on CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and on e-Tendering portal [www.tenderwizard.com/COPT](http://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 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 and Tender Fee 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.
- (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
- (viii) Integrity Pact as per Annexure - 8

### 1.2.3 Other Eligibility Considerations

- 1.2.3.1 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- 1.2.3.2 Made misleading or false/fake representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 1.2.3.3 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.
- 1.2.3.4 The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached. \
- 1.2.3.5 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).
- 1.2.3.6 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](http://www.cochinport.gov.in), on CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and on e-Tendering portal [www.tenderwizard.com/COPT](http://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 **“Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL”**. The following documents form part of tender:

- a) Notice Inviting tender (NIT)
- b) Instruction to Bidders (ITB)
- c) General conditions of Contract (GCC)
- d) Special conditions of Contract (SCC)
- e) Scope of work (SOW)
- f) Bill of Quantities (BOQ)
- g) Annexure
- h) P&ID Diagrams
- i) All general and detailed drawings pertaining to this work

## **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 (vi) NEFT Receipt or (vi) Insurance Surety Bonds is accepted.
- 2.2.1.2 Scanned copy of proof on Tender Fee and EMD/ receipt shall be uploaded along with the technical bid document and bidder shall ensure that original shall be received by the tender inviting authority on or before 5 days of opening of tender document **‘OR’** exemption certificate as per clause No.2.2.1.13 of ITB. Failure in submission of Tender Fee and EMD will render the Bidders disqualified, except in the case as per clause No. 2.2.1.13 below.
- 2.2.1.3 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.
- 2.2.1.4 The Tender document duly signed and sealed by the Authorized signatory of the Bidder on each page along with Annexure duly filled along with amendments/corrigendum issued by CoPA if any.
- 2.2.1.5 Letter of Submission- Covering Letter – **Annexure – 1.**
- 2.2.1.6 Particulars of Bidder - **Annexure – 2.**
- 2.2.1.7 Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client.

- 2.2.1.8 Tender Form -**Annexure - 3.**
- 2.2.1.9 Power of Attorney - **Annexure -6.**
- 2.2.1.10 Bank Details of the Bidder for E-Payment – **Annexure - 7.**
- 2.2.1.11 Copies of the **GST Registration Certificate, ESI & PF Registration and PAN card** to be submitted.
- 2.2.1.12 Copies of profit and loss statements, balance sheet certified by Chartered Accountant with UDIN for the last three years as per clause 1.2.1.
- 2.2.1.13 Exemption from Tender Fee and 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.
- 2.2.1.14 Integrity Pact- **Annexure -8**
- 2.2.1.15 Details of ongoing contracts at CoPA – **Annexure -9**
- 2.2.1.16 Undertaking on Indemnification – **Annexure - 10**
- 2.2.1.17 Indemnity Bond-**Annexure -11**
- 2.2.1.18 “MAKE IN INDIA” declaration-**Annexure -12**
- 2.2.1.19 Past Experience of contractors for similar work - **Annexure -13**
- 2.2.1.20 Financial Capability- **Annexure - 14**
- 2.2.1.21 Undertaking regarding EPF & ESI registration- **Annexure - 15**
- 2.2.1.22 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**
- 2.2.1.23 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 three years as per **Annexure - 17**
- 2.2.1.24 Details of barred cases of tenderer - **Annexure - 18**
- 2.2.1.25 Details of party opting for refund of EMD through e-payment system - **Annexure - 19**
- 2.2.1.26 Proforma of irrevocable bank guarantee for EMD - **Annexure - 20**
- 2.2.1.27 Sharing Land Border - **Annexure - 21**
- 2.2.1.28 Confidentiality and Non-Disclosure – **Annexure -22**

2.2.1.29 Manufacturers Authorization Form – **Annexure – 23**

2.2.1.30 Proforma Of Joint Venture/Consortium Agreement - ANNEXURE - 24

**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.

2.2.2 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.

2.2.3 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 /proprietary firm, 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.

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.

2.5.4 COPA 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 Contractor.

## **2.6 INTEGRITY PACT**

The bidders have to execute an “Integrity Pact”(IP) as per the format enclosed in **Annexure-8** of tender document and also available in the CoPA’s website [www.cochinport.gov.in](http://www.cochinport.gov.in). The Authorised signatory of the Tenderer and witness should sign and upload the “Integrity Pact” along with techno-commercial bid. Bids not accompanied by a duly signed “Pre-Contract Integrity Pact” shall be liable for rejection.

## **2.7 ONE BID PER BIDDER**

2.7.1 Each bidder shall submit only one bid for one work. A bidder who submits or participates in more than one Bid shall be disqualified.

2.7.2 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

## **2.8 CARE IN SUBMISSION OF BID**

2.8.1 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.

- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 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.
- 2.8.5 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 Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 2.8.6 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.
- 2.8.7 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 Contractor.

## **2.9 EARNEST MONEY DEPOSIT:**

- 2.9.1 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.**

2.9.2 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.

2.9.3 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

2.9.3.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.9.3.2 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.

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

## **2.10 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.

## **2.11 AMENDMENTS:**

2.11.1 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.

2.11.2 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.

## **2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

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

## **2.13 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. 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.

## **2.14 TENDER OPENING AND EVALUATION:**

### **2.14.1 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.

### **2.14.2 SCRUTINY AND EVALUATION OF THE TENDER**

2.14.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) accompanied by Tender Fee and 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.

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

2.14.2.3 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.

2.14.2.4 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.

2.14.2.5 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.

### 2.14.3 **OPENING OF PRICE BID:**

2.14.3.1 Tenders, which are found to be in conformity with CoPA's Tender requirement, shall be considered for opening of Price Bid.

2.14.3.2 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.

2.14.3.3 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.

2.14.3.4 The Bidders has to quote the rate for the subject work in the price Bid format- PART III excluding GST.

2.14.3.5 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**.

2.14.3.6 Further, in order to promote the Make in India Initiative by the Government of India, Class 1 Local suppliers shall get purchase preference over Class II local suppliers as well as Non-Local supplier as per the following procedure:-

- a) Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.
- b) If L1 is not a Class-I Local Supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to Class-I local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class-I Local supplier subject to matching the L1 price.
- c) In case such Lowest eligible Class- I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I supplier within the margin of purchase preference matched the L1 price, the contract may be awarded to the L1 bidder.

2.14.3.7 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.

2.14.3.8 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.

**2.14.3.9 The price Bid with any counter conditions will be summarily rejected.**

**2.15 MAKE IN INDIA POLICY**

The Bidder shall comply with all applicable laws including the guidelines issued in the Public Procurement (Preference to Make in India) Notification vide No.P-45021/2/2017-B.E.-II dated 15.06.2017 and modified vide notification No.P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 to provide for purchase preference including any amendments or modifications to the same from time to time. Make In India (MII) declaration as per Annexure-12 shall be submitted along with the Bid.

**2.16 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.

**2.17 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.

**2.18 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

2.18.1 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 contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").

2.18.2 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.

2.18.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, 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 Ernakulam jurisdiction. The Bidder shall submit 2 sets of Agreement copies at his own cost.

## **2.19 CORRUPT OR FRAUDULENT PRACTICES**

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

2.19.1 defines, for the purpose of these provisions, the terms set forth below as follows:

2.19.1.1 "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

2.19.1.2 "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.

2.19.1.3 "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.

2.19.1.4 "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

2.19.1.5 "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.

2.19.2 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.

2.19.3 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.

## **2.20 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.

## **2.21 CONDITIONS OF BID SUBMISSION BY JV / CONSORTIUM**

The Bidder may be a single entity or a group of two entities (hereinafter referred to as Consortium), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium. THE LEAD MEMBER SHOULD BE AN INDIAN REGISTERED COMPANY. Proposals submitted by a consortium shall furnish the following details:

- 2.21.1 The proposal shall contain the details of each member of the consortium.
- 2.21.2 The party who has purchased the “Tender document” must be a member of J.V./ Consortium
- 2.21.3 Lead Member shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by duly authorized signatories of all the Consortium members. The Proposal shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium and shall be submitted along with bid.
- 2.21.4 All members of the Consortium shall be liable jointly and severally for the services to be provided during the Period of contract till the completion of the duties of selected bidder in accordance with the terms and conditions of this Tender. A copy of the undertaking to be submitted to bidder is annexed at FORM 11 – Joint Bidding Agreement.
- 2.21.5 Signed copy of memorandum of understanding between the members of consortium shall be submitted clearly indicating the responsibilities of each of the members of the consortium.
- 2.21.6 The lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the Consortium and the entire execution of the assignment. NOTE: Payments, as due, shall be released only in favour of ‘Lead member’ of the consortium

- 2.21.7 Power of attorney for authorized signatory to be made as per format FORM 12
- 2.21.8 Minimum holding of each partner / member should be 26%
- 2.21.9 The validity of the joint venture consortium agreement submitted at the time of submission of bid should continue for entire period of contract as specified in the tender.
- 2.21.10 All such agreement shall be irrevocable for the entire period of the contract. The formation/constitution of the Joint Venture shall not be altered after submitting the bid and shall remain unchanged till the completion of contract.
- 2.21.11 During the evaluation of bid, if black listed/debarred firms/individuals of the Private/Public Sector companies/State Govt./Central Govt. owned organizations /Major Ports found to be part of the Joint Venture, such bids liable to be rejected and shall treated as Non-Responsive.
- 2.21.12 The Technical bid shall be submitted with a copy of Joint Venture Agreement to legally bind both the partners (Lead Partner & Partner) Jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each partners of the joint venture. Such JV Agreement must evidence the commitment of the partners to bid and to execute the contract if their bid is successful.
- 2.21.13 The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and behalf of the partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead partner.
- 2.21.14 The JV Agreement must specifically state
- 2.3.14.1 Date and Place of signing
  - 2.3.14.2 The purpose of Joint Venture (must include the details of contract for which the Joint Venture has been invited to bid)
  - 2.3.14.3 A clear and definite manner including the proposed administrative arrangement for the management and execution of the contract
  - 2.3.14.4 It is valid for the contract/project for which bidding done.
- 2.21.15 If JV breaks up mid-way before the award of contract and during bid validity period, bid will be rejected.
- 2.21.16 Joint Venture should be legally constituted by complying with the applicable laws and a Certificate from the Auditors of the Joint Venture partners should be enclosed to that effect.
- 2.21.17 If JV breaks up before completion of the contract, in addition to normal penalties as per provision of bid document, both the partners of the JV

shall be debarred from participating in future bids for a minimum period of 3 years and Performance Bank Guarantee will be encashed.

2.21.18 The Minimum Qualification Criteria of the Tender to be jointly fulfilled by the partners of the Joint Venture i.e. “Experience Criteria” to be fulfilled by one individual/firm and “Financial Criteria” to be fulfilled by the other individual/firm.

2.21.19 In case of foreign partner in Joint Venture claiming “Experience” or “Financial Turnover”, the Lead Partner should provide a Certificate from Statutory Auditors in India for the same and this shall be enclosed with the Technical bids. The certificate should clearly specify the “Experience” / “Financial Turnover” as per the MEC requirements.

2.21.20 Joint Venture Agreement and Power of Attorney shall be executed on Rs.100/- Non-Judicial stamp paper and notarized.

## **2.22 COPA BANK DETAILS**

### **Name of the Payee:**

**The FA & CAO, CoPA, Willindon Island, Cochin** for remitting EMD & 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 **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- 3.1.7 The **Contractor's Bid** is the complete Bidding documents submitted by the Contractor 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 Contractor 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 Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.
- 3.1.15 **Materials** are all supplies, including consumables, used by the contractor 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 contractor to act in replacement of the Engineer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.
- 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 Contractor 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.

### 3.2 **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 Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices 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 or his nominee's Decisions**

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

#### 3.7 **Delegation**

The Engineer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

#### 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 contractor 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 Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

3.10.2 If the Engineer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff from his work force stating the reasons, the Contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

3.10.3 The Contractor shall engage experienced and qualified technical personnel for managing and supervising the work and shall see that all of them are always at the work spot during the working hours, personally checking all items of work. He shall take such orders as may be given to him by the Engineer-in-charge from time to time and shall be responsible to carry them out properly. In case contractor fails to provide an agent as per terms given above, EMPLOYER reserves the right to deduct a reasonable amount from the contractor's bill, subject to a maximum of Rs.25,000/- per month, for every month of absence

### 3.11 **Port Authority Rules**

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

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

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

### 3.12 **Changes in firm's Constitution to be intimated**

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

### 3.13 **Instructions**

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

### 3.14 **Insurance**

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

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

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

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

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

### 3.15 **Royalties**

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

Dispatch Permit (MDP) for the quantity executed by the Contractor for the requisite quantity of material incorporated in works for which MDP issued.

### 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 Contractor or of his Sub Contractors and arising from the conduct of the Works;

3.16.2.6 floods, tornadoes, earthquakes and landslides.

### 3.17 **Bribes**

If the Contractor, or any of his Sub Contractors, agents or servants gives or offers to give to any person any bribe, gift, gratification or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the works and terminate the employment of the Contractor and the provisions of Clause 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 Contractor shall treat the details of the contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

**3.19 Monsoon Period**

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

**B. EXECUTION OF CONTRACT**

**3.20 Site Investigation Reports**

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

**3.21 Queries about the Contract Data**

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

**3.22 Contractor to Construct the Works**

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

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

3.22.3 The Contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all

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

#### 3.22.4 SITE MAINTENANCE DURING CONSTRUCTION

The Contractors shall time to time clear and remove all rubbish and obstructions from the site and the work area shall be kept clear and unobstructed at all times. Nothing extra shall be paid on this account.

### 3.23 **Approval by the Engineer or his nominee**

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

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

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

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

### 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 Contractor is to notify the Engineer or his nominee of such discoveries and carry out the Engineer or his nominee's instructions for dealing with them.

### 3.25 **Possession of the Site**

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

3.26.2 Port Entry Permission - The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his labours and the

staffs engaged in the works.

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

### 3.27 **Carrying out work**

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

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 Contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.

### 3.28 **Drawings & Designs**

3.28.1 General details of the works are shown on the drawings accompanying the tender document. The Engineer will supply to the Contractor from time to time during the progress of the works such further working drawings as will be necessary in his opinion for the proper and adequate execution and maintenance of the Works in accordance with the Engineer's designs and/or any modification thereof as decided by the Engineer and the Contractor shall carry out the work in accordance with the said working drawings. Two sets of such working drawings will be issued. If the Contractor requires more sets he will have to make his own arrangement at his cost.

Residual Design, Detailing & Engineering: - Generally, detailed design and engineering of the work shall be provided by the Engineer. During execution of the work the residual design, detailing and engineering, if needed, is to be carried out by the Contractor at no extra cost to the Employer. Such design, detailing & engineering shall be got approved by the Contractor from the Engineer. For equipments/ Installations detailed drawings need to be produced by the Contractor at no extra cost to the Employer. Such detailing & engineering shall be got approved by the Contractor from the Engineer.

3.28.2 In the event of the Contractor proposing any alteration/ modification to the

Engineer's design, detail, method of construction, he shall at his own expenses prepare and submit for approval of the Engineer copies in duplicate (in the first instance) of detailed working drawings which may be required for such alteration/ modification and at the same time call the attention of the Engineer to any alternative detail or modification of the contract drawings which the Contractor may wish to make at least 30 days prior to the commencement of the work or part of the work to which such drawings relate. The Contractor shall at the same time, if so required by the Engineer, furnish calculation sheets in duplicate relating to the strength and anticipated deflections in respect of such altered/ modified works. The Engineer will, after any such alteration which he may approve, record on the copies as amended his approval and will return one copy of the drawings and calculation sheets to the Contractor, who shall carry out the work in accordance therewith. The Contractor shall forward to the Engineer three additional copies of the working drawings and calculation sheets as approved in addition to these working drawings and calculation sheets as approved. In addition to these, working drawings are also to be submitted (the same procedure as in the case of the Contractor) in respect of any work proposed to be executed by sub-Contractors. The approval of the Engineer of all or any of the calculation sheets, drawings shall not relieve the Contractor of responsibility in connection with the execution of the altered/ modified or Sub Contractor's work.

3.28.3 Three complete sets of all drawings showing every and all works 'As Made' under the Contract shall be made by the Contractor at his own expense and delivered to the Engineer within one month of the completion of the various sections of the work or at such times as directed by the Engineer. All departure /alteration /modifications from the Contract Drawings and supplementary working drawings issued by the Engineer also shall be incorporated in the "As Built" drawings. The drawings shall be fully dimensioned, of an approved size and as approved by the Engineer.

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

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

### 3.29.2 Contractor's Temporary Moorings

Should the Contractor need, in connection with implementing the Works, to provide temporary moorings for his craft he may be allowed to do so in location and manner approved by the Engineer subject to all necessary payment of applicable tariff. Permissions being first obtained by the Contractor from the authorities concerned. The Contractor shall not lay his temporary moorings such as to interfere with the port traffic and such moorings shall be removed if and when required by the Employer.

### 3.30 **Contractor to Supply Tools & Plants etc.**

The contractor shall provide at his own cost all materials, machinery, 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 contractor 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 contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

### 3.31 **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 Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### 3.32 **Computerised Measurement Book**

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

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

3.32.3 All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer or his authorized representative as per interval or program fixed in consultation with Engineer or his authorized representative. After the necessary

corrections made by the Engineer or his nominee, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the Engineer for the dated signatures by the Engineer or his nominee and the Contractor or their representatives in token of their acceptance.

- 3.32.4 Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer- and/or his authorized representative. The Contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks. The final, fair, computerized measurement book given by the Contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The Contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.
- 3.32.5 The Contractor shall also submit to the department, separately his computerized Abstract of Cost and the Bill based on these measurements, duly bound, and its pages machine numbered along with three spare copies of the Bill. Thereafter, this Bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
- 3.32.6 The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- 3.32.7 Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the Specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

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

### 3.33 **Transport of Contractor's Equipment or Temporary Works**

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

### 3.34 **Transport of Materials or Plant**

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

### 3.35 **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 Contractor should furnish a list of person for whom the passes are to be issued to the Engineer and arrange to obtain the passes from the appropriate authority, based on the recommendation of the Engineer and abide by the Rules of the Cochin Port Trustwith regard to entry etc. For the entry of trucks and other vehicles also, the Contractor should obtain necessary permits at his own cost .

The Contractor shall retain the original passes obtained by them in respect of their labour and staffs engaged in the Works and produce the same to

the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

### **3.36 Contractor's Temporary works, office etc**

3.36.1 The Contractor shall submit to the Engineer for his approval not less than 15 days before commencement of erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary works such as office, store, false work, Porta-cabin 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, The office space shall hold two rooms with sufficient chairs and tables and shall be fitted with AC, backup generator, Clean drinking water/Purifier, Toilet, Computers, Fan Cupboards, Writing boards, printers, internet connectivity and other necessary items. The land space for the same will be allotted free of ground rent to the extent available. The Contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as Cochin Port Authority, Police, Customs, etc. would be complied with. Contractor shall also engage a Bolero/Thar/Isuzu/Scorpio or equivalent vehicles of 2023 or above for transport of men/material at site.

#### **3.36.2 Submission of Reports, Returns etc**

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

### **3.37 Subcontracting**

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

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

If any Sub-Contractor engaged upon the works at the site executes any work, which in the opinion of the Engineer or his nominee is not in accordance with the Contract condition, written notice may be given to the Contractor requesting him to terminate such sub contract and the Contractor, upon receipt of such notice shall terminate such sub contract and the said Sub Contractor shall forthwith leave the works, failing which the Employer shall have right to remove such Sub Contractors from site.

Action taken by the Employer under this clause shall not relieve the Contractor of any of his liabilities under the contract or give rise to any compensation, extension of time or otherwise.

3.37.2 Contractor shall indemnify employer against any claim of sub contractor

3.37.3 Contractor shall endeavour to resolve all matters and payments amicably and speedily with the subcontractor.

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

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

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

3.38.1 The Employers risks are

3.38.1.1 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;

3.38.1.2 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 Contractor or for which the Contractor is responsible; and

3.38.1.3 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.

3.38.2 Contractor's Risks are:

3.38.2.1 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 Contractor.

3.38.2.2 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 Contractor could not have foreseen or reasonably provided against. (All of such are herein collectively referred to as the excepted risks).

### 3.39 **Action in case Work not done as per Specifications**

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

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

### 3.40 **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.

### 3.41 **Water Supply**

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

### 3.42 **Power Supply**

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

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

3.42.3 The Contractor shall submit a complete drawing of the power points, wiring, diagram indicating all electrical loads, earthing etc. in complete shape along with the completion report. The Energy Meter provided is calibrated by Kerala State Electrical Inspectorate /TMR division, KSEB and such a Certificate to be produced. For non supply of power at any stage port will not be responsible and the Contractor shall not have any claim whatever for loss or damage.

3.42.4 If there is any disruption in the power supply due to supply failure/restrictions imposed by the Kerala State Electricity Board, the department shall not be held responsible and the Contractor has to make suitable alternative arrangements like generator, welding set etc. at their cost.

## **C. TIME CONTROL**

### 3.43 **Program**

3.43.1 After the acceptance of his Tender, the Contractor shall, within fifteen

days, submit to the Engineer-in-Charge for his approval, a detailed programme 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.

3.43.2 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 Contractor intends to construct shall also be furnished.

3.43.3 In support of this programme, the Contractor shall submit a work schedule in the form of a CPM/PERT Chart. The Engineer-in-Charge shall if necessary modify the programme submitted by the Contractor and approval shall be given by the Engineer-in-Charge indicating the major milestones. The programme approved by the Engineer-in-Charge shall be final and binding on the Contractor. The approval by the Engineer-in-Charge of such programme, or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

3.43.4 During the progress of work, the Contractor shall be required to furnish the resource mobilization plan as required by Engineer-in-Charge to keep up the target date of completion.

3.43.5 This CPM/PERT programme 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.

#### 3.43.6 PROGRESS REPORTS AND SCHEDULES

3.43.6.1 The Contractor shall submit to the Engineer-in-Charge by the third day of every fortnight, six (6) 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.

3.43.6.2 The Contractor shall also submit by the end of every month his anticipated progress schedule for all items of work for the following month in six (6) copies in an approved proforma to the Engineer-in-Charge.

3.43.6.3 An order book of work shall be maintained and the Contractor shall acknowledge the orders given by the Engineer-in-charge and shall carry them out accordingly.

3.43.6.4 The Contractor 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 Contractor.

3.43.6.5 The Contractor 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.

#### 3.44 **Revised Program**

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

#### 3.45 **The Works to Be Completed by the Intended Completion Date**

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

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

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

#### 3.46 **Extension of the Intended Completion Date**

3.46.1 The Engineer 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 Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

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

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

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

3.46.5 Except in case of Force Majeure, as provided under GCC Clause 3.16, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 3.62 (Liquidated Damages), unless an extension of time is agreed upon without imposition of Liquidated Damages.

#### 3.47 **Delays Ordered by the Engineer or his nominee**

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

#### 3.48 **Management Meetings**

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

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.

#### 3.49 **Early Warning**

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

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

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

3.49.3.1 force majeure, or

3.49.3.2 abnormally bad weather, or

3.49.3.3 serious loss or damage by fire, or

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

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

3.49.3.6 any other cause which, in the absolute discretion of Engineer, is beyond the Contractor's control.

#### **D. QUALITY CONTROL**

##### **3.50 Identify Defects & Testing**

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

##### **3.51 Defect Liability**

3.51.1 The Contractor shall provide guarantee of 24 months (Twenty four months) for trouble free operations from the date of successful commissioning and handing over to the Port post PESO approval and be entirely responsible for the execution of the Contract in accordance with this Tender including but not limited to its specification, schedules, and annexure. The guarantee period shall start from date of acceptance of the facility by the Port after PESO approval. If any defect is observed during the guarantee period, the same shall be replaced/rectified by the Contractor, free of cost under guarantee obligations. The Contractor shall also provide guarantee and be responsible for the quality and workmanship of all materials and completed works, correct designs and drawings, correct delivery of material, erection, testing and commissioning.

3.51.2 During the period of Guarantee, the Contractor shall remain liable to replace any defective parts at the cost of the contractor, that becomes defective in the firefighting facility, of its own manufacture or that of its

Subcontractors, under the conditions provided for the Contract under and arising solely from faulty design, materials or workmanship, provided such defective parts are not repairable at Site. After replacement of the defective parts, the contractor will be permitted to take back the defective parts.

3.51.3 The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period of 24 months from the date of handing over of project after PESO approval. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

3.51.4 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee. 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 Contractor shall :

3.51.4.1 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

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

3.51.5 Cost of Remedying Defects

All work referred to in Sub-Clause 3.51.2 shall be executed by the Contractor at his own cost in the opinion of the Engineer, due to:

3.51.5.1 The use of materials, Plant or workmanship not in accordance with the Contract, or

3.51.5.2 Where the Contractor 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 Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

3.51.6 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 Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or

as soon thereafter as any works instructed, pursuant to Clause 3.51, have been completed to the satisfaction of the Engineer.

#### 3.51.7 Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Certificate the Contractor 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.

#### 3.51.8 Uncorrected Defects.

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

### **E. COST CONTROL**

#### 3.52 **Bill of Quantities**

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

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

#### 3.53 **Changes in the Quantities (Applicable to the tenders floated by Mechanical Engineering Department)**

3.53.1 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.

3.53.2 Contractor 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.

#### 3.54 **Variations**

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

- 3.54.1.1 increase or decrease the quantity of any work included in the Contract,
- 3.54.1.2 omit any such work,
- 3.54.1.3 change the character or quality or kind of any such work,
- 3.54.1.4 change the levels, lines, position and dimension of any part of the Works,
- 3.54.1.5 execute additional work of any kind necessary for the completion of the Works,
- 3.54.1.6 change any specified sequence or timing of construction of any part of the Works.

No such Variation shall in any way vitiate or invalidate the Contract, by the effect, if any, of all such Variations shall be valued in accordance with Clause 3.54.2. Provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor. All Variations shall be included in updated Programs produced by the Contractor.

#### 3.54.2 **Payments for Variations**

No additional Variation payment will be made to the contractor. The contractor shall include the cost of variation which are likely to come up during execution of the contract in the value quoted and shall not be arbitrable.

#### 3.55 **Cash flow forecasts**

When the Program is updated, the Contractor is to provide the Engineer or his nominee with an updated cash flow forecast.

#### 3.56 **Payment Certificates**

3.56.1 The Contractor shall submit to the Engineer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

3.56.2 The Engineer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 3.63.6 of the Contract Data (Secured Advance).

3.56.3 The value of work executed shall be determined by the Engineer or his nominee.

3.56.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.

3.56.5 The value of work executed shall include the valuation of variations and Compensation Events.

3.56.6 The Engineer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### 3.57 **Payments**

3.57.1 Bills shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously as and when work is completed. System of 3 copies of measurements, one each for Contractor, Employer and Engineer or his nominee, and signed by both Contractor and Engineer or his nominee shall be followed.

#### 3.57.2 **Payment of Bills**

3.57.2.1 The Contractor payments shall be made within 30 days from the date of submission of invoice. The payment schedule will be as per Clause No..... of GCC.

3.57.2.2 For HT works, the work shall not be considered as completed until the installation is energized after obtaining approval certificate from Central Electrical Authority (CEA) and upon the issuance of taking over certificate by Engineer or his nominee. The final payment shall be made only after taking over the installation by the Employer.

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

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

3.57.2.5 No further claims shall be made by the Contractor after submission of

the final bill and these shall be deemed to have been waived and extinguished.

3.57.2.6 All payments to the Contractor under the contract shall unless otherwise stated elsewhere be made to the Contractor in Indian currency through e- payments through designated Bank.

**3.57.3 Payments - applicable only for tenders invited combining Civil, Electrical and Mechanical Works:**

3.57.3.1 Payment for Civil/Electrical/Mechanical Works shall be certified by the respective Nominees from the concerned departments and payment shall be made as specified under clause 3.57

**3.57.4 OVER PAYMENTS & UNDERPAYMENTS**

3.57.4.1 Wherever any claim for payment of a sum of money to COPA arises out of or under this contract against the Facilitator, the same shall be deducted by COPA from any subsequent payment due to the Agency from COPA & if fall short all such remaining payment shall be recoverable from the security deposit.

3.57.4.2 If any damage / theft are caused to the assets / property / office equipment by staff or supervisor of the Facilitator then the Facilitator shall bear the cost and COPA may deduct and withhold the payment equal to the sum of assets and property without serving any notice.

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

3.58.1 The Contractor's rates and prices shall include all taxes, duties and fees including Port charges like wharfage, Port dues, berth hire, pilotage, custom duty, custom clearance etc. if any applicable, all charges and taxes whatsoever excluding Goods and Service Tax (GST) [For Civil/Mechanical/Electrical works invited through e-tender portal [www.tenderwizard.com](http://www.tenderwizard.com) /COPT in respect of materials, labour and plant and all other things obtained or used by the Contractor for the execution and maintenance of the Work or any temporary works.

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

3.58.3 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.

3.58.4 The Contractor 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.

3.58.5 The percentages/ rates / lumpsum amount as applicable shall except in so far as the Contract otherwise provides, cover all obligations of the Contractor under this Contract and all matters and things necessary for the proper completion and maintenance of the 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.

### 3.58.6 Taxes & Duties

3.58.6.1 The Contractor shall be solely responsible for all taxes that may be levied on the Contractor 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 Contractor 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.

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

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

### 3.58.6.4 Income Tax

The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the rate 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 Contractor's bill for payment. The Contractor shall comply with all the GST Regulations, viz. timely uploading of bills, issue of debit/ credit notes etc.

## 3.59 Currencies

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

## 3.60 Price Adjustment (Applicable to tenders floated by Civil Engineering Department)

3.60.1 For Civil contract works, with intended completion period of the contract more than 12 months, Price adjustment shall be made for the variation in price of materials such as cement, reinforcement steel, structural steel, bitumen and bitumen emulsion. Compensation for variation in cost of the

materials shall be regulated as described below subject to the condition that such compensation for variation in prices shall be only for the work done during the stipulated period of the contract including such period for which the validity of the contract is extended.

The rates quoted for the items in the Schedule of Quantities shall be based on the Base rates of the materials provided in the Contract Data and these base rates are applicable at the local delivery point.

During execution and actual procurement by the Contractor, increase or decrease in the cost of materials over the Base rate (which results in an increase or decrease of cost to the Contractor in carrying out the works) shall form an addition or reduction as the case may be to or from the contract price and shall be paid to or allowed by the Contractor accordingly, provided that such increase or decrease shall relate only to the quantities of material which the Engineer is satisfied as reasonably required for the works. While considering the reasonable requirement of the materials for the work, allowance towards wastage/unusable cutting bits shall be permitted as provided in the Contract Data. The prices of materials considered for regulating the payment as aforesaid shall be the price charged by the suppliers approved by the Engineer at the local delivery point.

### 3.60.2 Subsequent Legislation

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

### 3.61 **Retention**

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

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

### 3.62 **Liquidated Damages**

3.62.1 In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of half per cent ( $\frac{1}{2}\%$ ) of the contract price per week of delay, subject to a maximum of 10 per cent of the contract price. the

amount of liquidated damages can be adjusted or set-off against any sum payable to the contractor.

- 3.62.1.1 The employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of 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 contractor as agreed damages equivalent to half per cent ( $\frac{1}{2}\%$ ) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 3.62.1.
- 3.62.1.2 The employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 3.62.1.3 The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 3.62.1.4 In the event of such termination of the contract as described in clauses 3.62.1.2 or 3.62.1.3 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 contractor besides getting the work completed by other means at the risk and cost of the contractor.
- 3.62.1.5 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 contractor, as per agreement conditions.

### 3.62.2 **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.

### 3.63 **Advance payment (Applicable to tenders floated by Civil Engineering Department)**

The Employer shall make the following advance payments (as admissible in the contract data) if requested by the Contractor in writing:

- 3.63.1 Mobilisation Advance shall be paid upto 5% of Contract price, payable in two equal installments. The first installment shall be paid after mobilisation has started and next installment shall be paid after satisfactory utilisation of earlier advance for which, the Contractor shall furnish proof of the satisfactory utilization of the amount.
- 3.63.2 Construction/ installation of equipment, advance shall be paid upto 5% of Contract price, limited to 90% of assessed cost of machinery. Equipment advance will be paid in two or more installments. First installment shall be paid after Construction Equipment has arrived at the site and next installment shall be paid after satisfactory utilisation of earlier advance (s).
- 3.63.3 Mobilization Advance and Construction Equipment Advance shall be paid at SBI PLR + 2% interest rate and against Bank Guarantee for Mobilization Advance and against hypothecation of Construction Equipment to the Employer.
- 3.63.4 Recovery of Mobilisation and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original Contract work is executed.
- 3.63.5 The above advance payments shall be admissible only for the works where estimated cost put to tender is more than Rs.5.0 crores.

#### 3.63.6 Secured Advance

The Engineer or his nominee shall make advance payment in respect of materials and plant brought to site but not yet incorporated and installed in the Works in accordance with conditions stipulated in the Contract Data.

75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as Secured Advance. Materials which are of perishable nature should be adequately insured.

The Contractor, on signing an indenture in the form to be specified by the Engineer, shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes. The materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer provided the Contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer shall be final and binding on the Contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

### **3.64 Performance Security Deposit**

- 3.64.1.1 Performance Security Deposit shall be at 10% of the contract value + 18% GST for a validity period of 3 years (1 year for commissioning + 2 years for defect liability). If any delay in completion of the project over and above 1 year then the PSD shall be extended accordingly.
- 3.64.1.2 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 Contractor to the Employer not later than 21 days from the date of letter of acceptance and
- 3.64.2 The total amount thus deposited towards SD will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the Contractor of the terms and conditions of the contract.
- 3.64.3 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 30 days.
- 3.64.4 The BG furnished towards the Performance Security shall be valid for a period until a date 30days from the day of expiry of the defect liability/ Warranty period stipulated as per the terms of the contract.
- 3.64.5 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.
- 3.64.6 Performance Security will be released / refunded to the Contractor not later than 30 days from the date of completion of Defect Liability / warranty period of the work.

## **F. FINISHING THE CONTRACT**

### **3.65 Completion**

- 3.65.1 After completion of the work, the Contractor 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 Contractor within 30 days and thereafter acceptance report be signed jointly by the Contractor and the Engineer. This joint acceptance report shall be treated as 'Completion Certificate'. The Completion Report / Certificate to the Contractor will be issued only after obtaining 'No Claim Certificate' from the Contractor in the format approved by the department stating that they have

no further claims against CoPA in respect of the Work.

3.65.2 No Claim Certificate:

No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the Contractor after submission of 'No Claim Certificate' as per the format in the tender document.

3.65.3 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 Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

3.66 **Taking Over**

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

3.66.2 Taking Over Certificate

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

3.66.3 Taking Over of Sections or Parts

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

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

### 3.67 **Final Account**

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

### 3.68 **Submission of 'As built Drawings'**

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

### 3.69 **Compensation Events**

3.69.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable:

3.69.1.1 The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

3.69.1.2 The Employer modifies the schedule of other Contractors in a way which affects the work of the Contractor under the contract.

3.69.1.3 The Engineer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety.

3.69.1.4 Other Contractors, 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 Contractor.

3.69.1.5 The effect on the Contractor of any of the Employer's Risks.

3.69.1.6 Any other Compensation Events listed in the Contract Data or mentioned in the contract.

3.69.2 Whenever any compensation event occurs, the Contractor will notify the Employer, within 14 days and provide a forecast cost of the compensation event.

3.69.3 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.

3.69.4 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Engineer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor'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 Contractor will react competently and promptly to the event.

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

### 3.70 **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.

#### 3.70.1 Daily reports

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

#### 3.70.2 Monthly Reports

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

#### 3.70.3 Each report shall include:

3.70.3.1 Charts and detailed descriptions of progress, including each stage of

design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Sub-Contractor,

3.70.3.2 Photographs in hardcopy & digital copy and videography in two sets showing the various stages of progress on the Site monthly;

3.70.3.3 For the supply of manufactured items, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:

3.70.3.4 Commencement of manufacture,

3.70.3.5 Contractor's/ Engineer's inspections,

3.70.3.6 Tests,

3.70.3.7 Shipment and arrival at the Site;

3.70.3.8 Copies of quality assurance documents, test results and certificates of Materials; Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

3.70.3.9 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.

### 3.71 **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:

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

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

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

3.71.4 Certificates of tests performed for various works.

3.71.5 "As Built" Drawings.

### 3.72 **Determination of Contract**

3.72.1 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 Contractor 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.

3.72.2 Payment on Determination of Contract: Should the contract be determined under sub clause 3.72.1 of this clause and the Contractor 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.

3.72.3 The Contractor 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.

### 3.73 **Termination:**

#### 3.73.1 **Termination for Default:**

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

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

If the Contractor fails to perform any other obligation under the contract or If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices as defined under Instruction to Bidders

3.73.1.2 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 contractor)
- c) The employer has right to debar the firm for business dealings with Port Authority and informing the same to other Major ports.

#### 3.73.2 **Termination for Insolvency:**

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

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

### **3.74 Payment upon Termination**

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

3.74.2 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.

### **3.75 Carrying out part work at risk & cost of contractor**

In addition to the termination for default, the engineer -in- charge shall be entitled, and it shall be lawful on his part, to procure works similar to those terminated, with such terms and conditions, and in such manner as it deems fit at the "risk and cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within one year from the breach of contract. The contractor shall be liable to the employer for any additional cost for carrying out such works. The contractor shall not be entitled to any gain on such procurement, and manner and method of such procurement shall be in the entire discretion of the engineer – in – charge. It shall not be necessary for the engineer – in – charge to notify the contractor of such method of procurement. However, the contractor shall continue to perform the contract to extend not terminated.

### **3.76 Suspension of Work**

3.76.1 The contractor 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;

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

- 3.76.1.2 Necessary for the safety of the works or any part thereof, or
- 3.76.1.3 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
- 3.76.1.4 Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
- 3.76.1.5 Due to instruction of any other statutory authority due to high level of pollution in the city of worksite.
- 3.76.2 The contractor 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 contractor 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 contractor to his employees during the periods of such suspension.

**3.77 Property**

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

**3.78 Release from Performance**

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

**3.79 Withholding and lien in respect of sum due from contractor**

whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, 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 Contractor 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 contractor, 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 contractor 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 Contractor 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 contractor. For the purpose of this clause, where the Contractor 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.

### 3.80 **DISPUTES**

#### 3.80.1 **Dispute Resolution**

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

3.80.1.2 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 Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in

connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within 30 days of receipt of the Contractor's letter.

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

### **3.80.2 Conciliation**

3.80.2.1 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.

### **3.80.3 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 Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, any claim of the Contractor 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.

#### 3.80.4 **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.

#### 3.80.5 **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**

#### 3.81 **Labour**

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

3.81.2 The Contractor 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 Contractor on the Site and such other information as the Engineer or his nominee may require.

#### 3.82 **Compliance with labour regulations.**

During continuance of the contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made

there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor the Engineer or his nominee shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

### **3.83 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 contractor, in execution of the works, engineer-in-charge will recover from the contractor, 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 contractor 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 contractor 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.

### **3.84 Contractor's Staff And Labour**

Workers above 60 years of age and below 18 years of age shall not be deployed by the contractor. All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour, labour union, any Outside union, subcontractor will be contractor's responsibility. Loss of day in this regard should not be claimed for any hindrance at site. The workers engaged for works should have sufficient knowledge and experience in the respective fields. This shall be proved to the Engineer. The Owner may at any time request the contractor to remove from the Work/Site contractor's / subcontractor's supervisor or any other authorized representative including any employee of the Contractor or his Sub-contractor(s) or any person(s) deployed by Contractor for professional incompetence or negligence or for being deployed for 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 Contractor'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 contractor/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 contractor are strictly banned from use of any kind of Narcotics drugs / Alcohol / smoking etc. at site and any illegal activity by the work men should be reported to Engineer without delay and the contractor shall remove such persons from the work site forthwith.

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

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

3.85.1.1 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.

3.85.1.2 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.

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

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

3.85.4 The Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing, and all other services for protecting and securing all places dangerous whether to Contractor's workmen or to other persons until the Works are handed

over to the Employer, or till such time when the Engineer decides that such services are no longer required.

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

3.86 **Reporting of Accidents**

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

3.87 **Accident Prevention Officer**

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

3.88 **Disorderly Conduct**

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

3.89 **Health and Safety**

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

3.90 **Supply of Water**

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

3.91 **Alcoholic Liquor or Drugs**

The Contractor shall not import, sell, give, barter or otherwise dispose of

any alcoholic liquor, or drugs or permit or suffer any such importation, sale, gift, barter disposal by his sub-contract agents or employees.

### 3.92 **Arms and Ammunition**

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

### 3.93 **Festivals and Religious Customs**

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

### 3.94 **Epidemics**

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

### 3.95 **Employment of Person in the Service of Others**

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

### 3.96 **Housing for Labour**

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

### 3.97 **Fair Wages, Records, Inspection**

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

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

### 3.98 **Observance by Sub-Contractors**

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

### 3.99 **Life Saving Appliances and First Aid**

The Contractor 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.

### 3.100 **Safety Code**

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

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

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

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

3.100.2.3 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.

3.100.2.4 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.

- 3.100.2.5 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
- 3.100.2.6 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.
- 3.100.2.7 Those engaged in welding work shall be provided with welder protective eye shield and glove.
- 3.100.2.8 All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant Rules.

### 3.101 **Indemnities**

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

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

### 3.102 **SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN CONSTRUCTION WORK**

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

3.102.2 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.

3.102.3 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 Contractor for the work of Port Authority have to be enrolled under the relevant scheme of the EPF & MP Act 1952. The Contractor shall produce documents pertaining to the same for verification to the Engineer/ his nominee. Further the Contractor has to pay the necessary monthly contributions to the said scheme in respect of the employees employed by him for the work of 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 contractor has not paid the EPF contribution same will be recovered in the running bill and paid to the EPF Organization. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue

3.102.4 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.

3.102.5 Contract Labour (Regulation & Abolition) Act 1970:-The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.

3.102.6 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.

3.102.7 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.

3.102.8 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.

3.102.9 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 uptoRs.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 Contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21<sup>st</sup> of the following month, to which the salary relates.

- b) In case the Contractor employs more than 20 employees, they should register their name with ESI scheme as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75 % (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21<sup>st</sup> 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 contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

In case the contractor employs less than 20 employees, the list of employees' name, their father's name, identification proof, one passport photo shall be submitted to the Port Authority. The contribution of ESI amount, both Employers share of 4.75% and Employees of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the Cochin Port Authority Code on or before 21<sup>st</sup> of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Cochin Port Authority) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

### 3.102.10 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.

3.103 **INSURANCE:**

The Contractor shall effect and maintain the following policies at no cost to MPA, during execution of contract with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to cover actual Third party Liability with cross liability extension. The following third party liabilities shall be covered;
  - a) Third party bodily injuries/death/disablement of persons not belonging to Employer and/or Contractors.
  - b) Third party Property damage which includes damages to others materials/pipeline/cargo/inventories/equipment/vehicles/vessels/other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
  - c) The value of third party legal liability for compensation for loss of human life or partial/total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.
  - d) The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.
  - e) The policy will be having claim series clause and extended notification clause with cross liability extension.
- ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer 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 Contractor.

The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgment:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer copies of policies for the insurances described in the clauses have been submitted.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.104 **COMPLIANCE WITH STATUTES, REGULATIONS:**

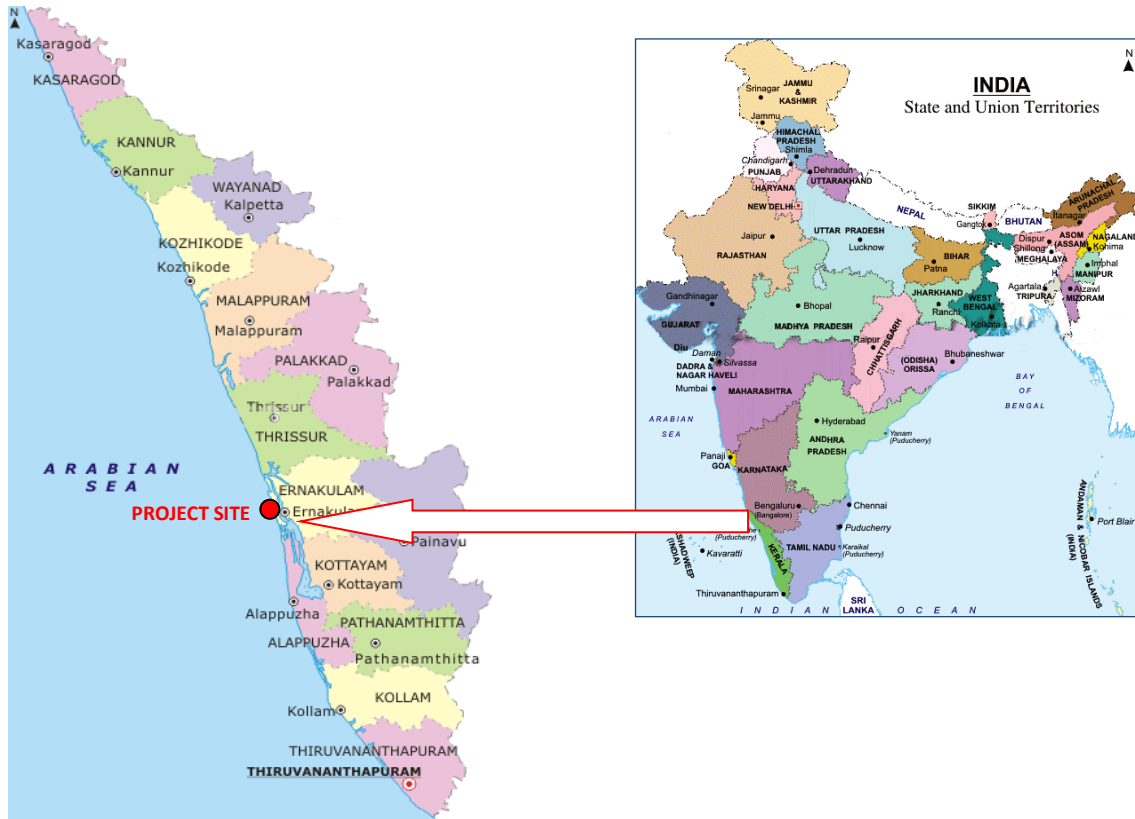
The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, the Apprentice Act or any other applicable acts as required and to keep the MPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The rate quoted by the Contractor in the Price bid shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for the MPA to witness the payment made by the Contractor to his staff and labour.

## 4. SPECIAL CONDITIONS OF CONTRACT

### 4 Project Location

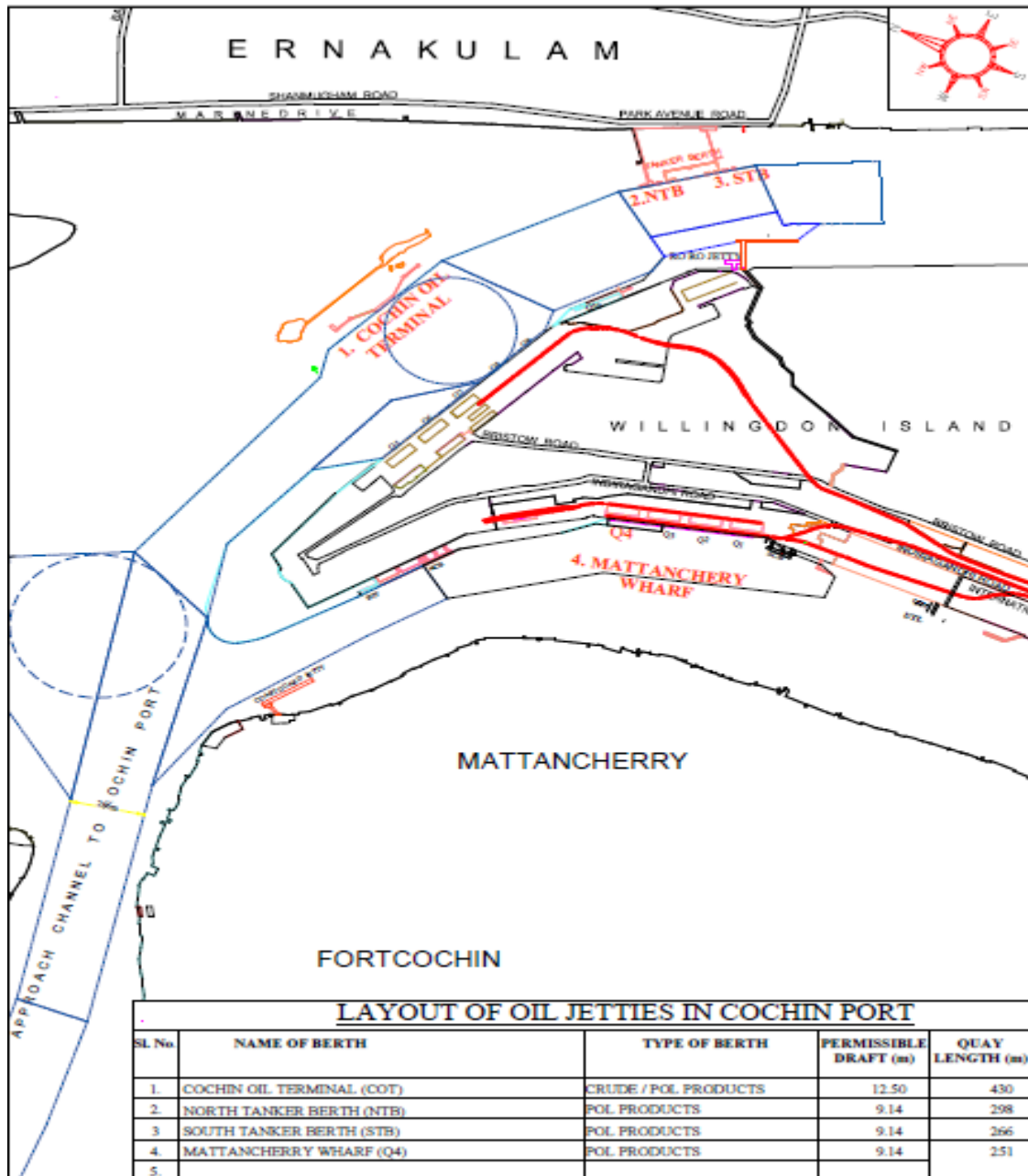
4.1 Tanker Terminals COT and NTB-STB are located in Ernakulam Channel and Oil Berth Q-4 is located in Willingdon Island in the shore of Mattancherry Channel and all the three Terminals are within Cochin Port limits.

4.2 Index Map of the Project Site is shown below.



INDEX MAP

## NTB LOCATION



### 4.3 Coastal Process in the Near Shore and Harbour Basin

The whole coastal area is characterized by formation of the coastal land forms, which are made up of sand bars and barriers, sandy flats, mud flats and bars. The coastal plain is occupied by quaternary and recent sediments consisting essentially of sands, sandy clays, clays and carbonious clays.

The near shore area outside the Cochin Gut is relatively shallow reaching a water depth of 5m at a distance of about 2km from the shore and gradually deepening to 10m at a distance of about 6km outside the Gut. The sea bottom is mainly soft mud upto several meters deep in the near shore waters of Cochin.

The siltation in the Cochin Harbour Basin area mainly takes place due to the deposition of the sediments from sea, which are stirred up during the wave action and brought inside the lagoon during the flood tide, whereas the siltation in the approach channel is a combined effect of the phenomena of littoral drift and settlement of suspended sediments.

#### **4.4 Oceanographic Data**

##### **4.4.1 Tides**

Cochin experiences semi diurnal tides. The tidal levels with respect

Chart Datum are as follows

<b>Highest High Water Level</b>	<b>+1.20m</b>
Mean High Water Spring (MHWS)	: +0.92m
Mean Low Water Spring (MLWS)	: +0.80m
<b>Mean Sea Level (MSL)</b>	<b>: +0.582m</b>
Mean High Water Neap (MHWN)	: +0.60m
Mean Low Water Neap (MLWN)	: +0.30m
<b>Lowest Low Water Level</b>	<b>: +0.20m</b>

##### **4.4.2 Waves**

The wave climate in the sea is governed by the South West monsoon when wave action can be strong with prevailing wave directions from north-west to south-west. Deep water (15m) wave observations in the past indicate the significant wave heights of 4m, 2m and 1m at the water depths of 10m, 5m and 2m respectively, the predominant wave direction being west.

Wave action inside the harbour is insignificant because of narrow entrance between Cochin Gut and Fort Cochin and the configuration

of the land. Generally calm conditions prevail throughout the year except during the times of extreme wind action.

#### **4.4.3 Current**

The currents along the coast of Cochin consist of tide, Wave and Wind induced components. As per observations the maximum current velocities at the Cochin Gut during the non-monsoon periods is of the order of 3 knots, which could increase to as high as 5.5 knots during the monsoon periods. Inside the harbour the current velocities relatively are low, of the order of 0.5 knots only, with directions varying at different locations. Maximum flood velocities during the monsoon were observed at the bottom due to density currents.

#### **4.4.4 Littoral Drift**

The Littoral Drift influenced by the monsoon is southwards during south-west monsoon period and northwards during non-monsoon period. Though this contributes to the siltation in the approach channel, it has no direct impact in the Mattancherry Channel.

#### **4.4.5 Bathymetry**

The seabed slopes gently in the offshore region and is about 1 in 500-600. The coast experiences the littoral drift, as anywhere else but there is a phenomenon of formation of the mud banks. The mud banks are not stationary and have a tendency to move in the coastal region.

### **4.5 Climatology and Meteorology**

#### **4.5.1 Temperature and Humidity**

Temperature at Cochin varies from about 23° to 32.5°C. There are not much distinct seasonal variations in the temperature, which is more or less uniform throughout the year. However, highest temperature tends to occur in the months of March to May. Low temperatures occur during December and January.

The Humidity is high throughout the year. From June to September, during monsoon, the humidity ranges from 95% to 100%. From October to January it comes down to 50% to 70%. During the summer months of February to May average humidity is about 60%.

#### **4.5.2 Winds and Cyclones**

The wind speed and wind direction is determined by the season and by the daily temperature differences between land and sea. The predominant wind direction during the monsoon period i.e. from June to September is west to south-west and the effect of land breeze is not dominant during this period.

During the non-monsoon periods, the predominant wind direction is from north-east during the morning and west during the evening, which shows influence of land breeze.

The maximum wind speed observed was of the order of 112 kmph from WSW direction.

Cochin lies beyond the cyclone belt and therefore the risk of cyclones is negligible.

#### **4.5.3 Rainfall**

The maximum rainfall usually occurs during the SW monsoon period i.e. from June to September. The annual rainfall in the region varies between 2500 to 3500 mm.

#### **4.6 MISTAKE IN DRAWINGS:**

The Contractor shall be responsible for all discrepancies, errors or omissions in the drawings whether such drawings and particulars have been approved by the COPA or not.

The contract price quoted shall be firm and inclusive of all taxes and duties. No escalation in price whatsoever is applicable.

#### **4.7 CONTRACT TO INCLUDE EXECUTION AND SUPPLY OF ALL OTHER MATTERS AND THINGS REQUIRED BY THE COPA FOR DUE PERFORMANCE OF CONTRACT:**

The 'Specifications' shall be accepted by the Contractor as sufficient generally for the description of the equipment and other works, matters and things comprised in this Contract, but this Contract shall comprise of the design, engineering, supply, installation, testing and commissioning in all respects of the equipment together with other accessories and all other things to be supplied in connection therewith and the due performance, execution and completion of all works, matters and things necessary or proper, for such building, construction equipment and delivery and accordingly the Contractor shall execute all works and find and supply all things which the consultant or COPA or any other representative appointed by COPA shall consider necessary or proper according to the

direction of the COPA and to his satisfaction according to the true intent and meaning of this Contract and notwithstanding that any such work or things respectively may not be expressly mentioned or referred to in the said specifications and the said point and the Contractor shall not be entitled to any payment or allowances whatsoever by the COPA

#### **4.8 SPECIFICATIONS AND DRAWINGS:**

The specifications and drawings are to be considered as part and self-explanatory of each other should anything appear in the one that is not described in the other, or should any discrepancies or inconsistencies however appear, or misunderstanding arise as the meaning and impact of the specification or drawing or as to the dimensions of the quality of the materials or the due and proper execution of the work or as to the measurement or quality and valuation of the work executed under this Contract or as extra thereupon, the same shall be explained by the COPA and this explanation shall be binding upon the Contractor and the Contractor shall execute the work according to such explanation and without extra charges or deduction to or from the lump sum figures and shall also do all such work and things as may be necessary for the proper completion of the works as implied by the specification and drawing even though such work and things are not specifically shown and described therein.

#### **4.9 CONTRACTOR**

The Contractor shall be responsible for and governed by all the requirements of specification and scope of work. All designs, drawings, specifications, and other technical data shall be based on the metric system of measurements.

The work includes the supply of all-labour, NEW material, NEW equipment, tools, supervision & transportation etc. to complete the Work in all respect.

Notwithstanding, the details furnished in this document, it shall be the responsibility of the Contractor to complete the Work in all respect, commission the system to the complete satisfaction of the COPA and hand over the system in satisfactory working condition to the COPA

The Contractor shall provide all necessary maintenance tools etc. as per rules /Acts.

All materials to be used in the Work shall be of best quality, brand new in accordance with the requirement of highly saline effect & shall comply

with appropriate Indian specifications and bear ISI mark or API List of the materials to be used shall be submitted along with the brand, make of company, rating etc. in the Tender.

The contractor is wholly responsible for all works nevertheless specified in the document and relevant documents.

#### **4.10 STANDARDS AND REGULATIONS**

The design, engineering, supply, installation, commissioning and testing of the system shall conform to applicable codes, rules, regulations, and standards published by the following bodies. System design should be as per the standards of latest BIS, OISD- 156 & 149 Standard or any other applicable standards and as per approved drawing of PESO and latest National Building Code guidelines.

Care shall be taken so that materials and equipment will be standard catalog products of the Contractor regularly engaged in the manufacture of such products and shall be of the latest standard design conforming to specification requirements. Design shall also be based on similar types of electrical equipment supplied from one manufacturer, utilizing interchangeable parts wherever practicable.

All electrical works shall be carried out complying with the Indian Electricity Rules, 1956 as amended up to date.

#### **4.11 MATERIALS AND SUBSTITUTION**

All items not specifically mentioned herein, but which are obviously necessary to make a complete working installation within the scope of the work, shall be provided.

It shall be the Contractor's responsibility to schedule and co-ordinate his work in order to avoid undue interference, congestion and delays in installation.

All equipment and materials shall be of the best quality and most suitable for the conditions of climate and area classification. These shall be such that they shall withstand without damage, any conditions arising from short-circuit and switching operations and sudden variations of load and voltage as may be met with under normal working conditions.

#### **4.12 DESIGN ANALYSIS:**

Design shall be based on the latest standards and revisions of all guidelines and statutory regulations issued by the Govt. of India.

#### **4.13 TRAINING:**

It shall be the Contractor's responsibility to impart necessary training to COPA operational and maintenance staff, Fire Officials for the safe operation and maintenance of the Fire Fighting System for a period of 1 month post commencement of the system.

Practical demonstration of all equipment's of firefighting system etc. shall be imparted by the Contractor at COPA site.

#### **4.14 COMPLETION PERIOD**

- a) The contractor shall commence the work from the date of Letter of Acceptance (LoA) and shall be completed within 365 days from the date of LoA.
- b) The Contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the Contractor.
- c) Whenever ship is at NTB for loading/unloading operations, the Contractor shall not carryout any hot work at the Berth. Prior to carrying out any work, whenever ship is at berth, the contractor shall obtain Hot work permission from the Fire officer of COPA and provide copy to EIC. Hindrance register shall be maintained by the contractor and entry made on daily basis with initial of EIC or his nominated officer.
- d) The execution of the work during the extended period also, shall be only under the tender conditions and at the rates specified in the contract.
- e) No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.
- f) Contractor shall maintain Hindrance register on daily basis with signature of EIC.

#### **4.15 TIMELINE:**

- a) The Contractor shall provide full programme of the supply in detail and completion schedule along with work schedule thereto. Strict adherence and guaranteed completion schedule mentioned in terms and conditions shall be the essence of the Contract and delivery schedule must be maintained.
- b) The Contractor shall also provide a CPM Chart indicating completion schedule for various items involved in the work within the stipulated completion period and the Contractor should strictly adhere to that schedule.
- c) The issue of LoA shall be considered as the Zero Date.
- d) Contractor shall provide the CPM Chart within 7 (Seven) days from the date of LoA, and submit the same for vetting/approval of Consultant/TPI. All comments and modifications provided by Consultant or COPA or his authorised representative shall be incorporated and adhered to by the Contractor in the Timeline, CPM Chart, detailed execution plan, etc. for execution of the Project.
- e) This schedule shall be prepared so as to ensure the commissioning of complete firefighting facility in 240 days from the date of LoA.

- f) Partial commissioning of the firefighting facility shall not be considered.

#### **4.16 EXTENSION OF CONTRACT**

- a) The Contractor shall commence the works after the receipt of LoA and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the Contractor.
- b) The Contractor shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control of the Contractor such as war, stormy weather and for other reasonable causes in the opinion of the Engineer, the Engineer may at his discretion, grant to the work extension of time as he considers reasonable for the completion of the work. In such circumstances, the Contractor shall apply for extension of time immediately after the hindrance on account of which he desires such extension as aforesaid.
- c) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.
- d) No extra amount/escalation on BOQ/Price bid shall be paid by the Port to the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

#### **4.17 PROGRESS REPORT OF WORK:**

- a) The Contractor shall submit a weekly progress report on execution of works conforming to CPM Chart. In case of any slippage(s) or delay in execution of work reasons for such delay along with details of hindrances shall be submitted by the Contractor along with modified CPM Chart mentioning the action plan being taken to keep the due date of completion of project unchanged. If required, the Contractor shall use additional manpower to keep the due date of completion of Project unchanged.
- b) The authorized representative of the Contractor shall review the progress of the Project work every fortnight on a prefixed day at project site with COPA or its representative as per the network and record the minutes.

#### **4.18 RIGHT OF COPA TO MAKE CHANGE(S) IN DESIGN AND DRAWINGS**

- a) Every drawing, Design Data, design calculations, QAP's, Milestones/CPM charts, documents, etc. shall be submitted for vetting/approval of Consultant/TPI, prior to the execution of such design.
- b) COPA or his representative shall have the right to make any change in the design and drawings, after vetting/approval by the consultant/TPI which

may be necessary in the opinion of COPA to make the plant and materials conform to the provisions and contents of the specification without extra cost to COPA.

c) **THIRD-PARTY INSPECTION AGENCY**

A Third-Party Inspection agency (TPI) shall be appointed by COPA, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, installation, quality, execution, commissioning and testing, during the span of the Project. The Contractor shall provide necessary access, cooperation and coordination to conduct such inspections with the consultant and Third party agency, appointed by Port.

**4.19 TERMS OF PAYMENT**

Stage wise percentage of payment shall be made to the Contractor, as per the table given below:-.

<b>Sr. No.</b>	<b>Activity</b>	<b>Payment</b>
1.	On supply of Pipes with fittings & accessories, paint and Structural supports including ISA, ISMC, M.S Plates, stiffener plate, u bolts, clamps as per tender specifications, as indicated in <b>Schedule of Materials</b> , attached with the tender.	10% of contract value
2.	On Supply of Tower monitors, Hydrants, hydrant accessories, Ball valves, Check valves, Gate valves, ground monitors, Motorized gate valves, pressure gauges, as per <b>Schedule of Materials</b> , attached with the tender	20% of contract value
3.	On Supply of Fire water pumps, diesel or electrical type, foam pumps, HOT, MCC panels, cables, cable trays, earthing, DG set, synchronize panel, all electrical components, QRMHs as indicated in <b>Schedule of Materials</b> , attached with the tender.	15% of contract value
4.	Critical Spare, Portable Equipment's, Flame Detectors, Gas detection equipment's, cable tray with necessary fittings, Fire alarm equipment's, as indicated in <b>Schedule of Materials</b> , attached with the tender.	15% of contract value
5.	Control room & Pump House modification, Earth pit, Tower Monitor Structures, Metal door for	10% of contract value

	Pump house, Shutters, Civil Foundation, as per <b>Schedule of Materials</b> , attached with the tender.	
6.	On Completion of erection of firefighting facility and related scope work including related civil works, Testing and commissioning of the system at NTB and on production of completion certificate signed by the consultant, third party inspection agency and acceptance by authorised representative of COPA.	10% of contract value
7.	After receipt of certificate from PESO for NTB and upon handing over of system and accepted by COPA	20% of contract value

**Note:**

- (1) Invoice duly indicating all items given in respective tables, shall be submitted by the contractor for release of the percentage amount as given above after TPI approval and by enclosing relevant documents. COPA shall release payment to the Contractor as per above stages along with applicable GST subject to recoveries, if any. Payment shall be released within 30 days from the date of receipt of undisputed bills, in duplicate, and with all other supporting documents, including ESI, EPF. GST number shall be invariably indicated on all invoices.
- (2) Inspection and testing of any of the components/item before dispatch to site shall be done by Consultant/Third party Inspection agency appointed by the Port for the project to ensure that they conform to the tender specifications. The dispatch of the items shall be after obtaining transit insurance (from a Government Insurance Company) to cover for full values.
- (3) Stage wise Inspection of material supplied and received at site shall be carried out by the consultant/Third party inspection agency appointed by the COPA, to ensure that all the items received at site confirm to the tender specifications and are in good condition, for acceptance by COPA.
- (4) All the above payments against supply of material/components/items shall be released only on receipt of the same in good condition at COPA site, subject to production of valid relevant test certificates & documents. The receipt of material conforming to the tender specifications and in good condition shall be certified by the consultant and third party inspection agency appointed by the COPA, for acceptance.
- (5) The payment against erection, testing and commissioning of the

Firefighting facility at NTB, shall be on production of completion certificate signed by the consultant, third party inspection agency and for acceptance by authorised representative of NTB.

- (6) No claim of interest will be entertained by the COPA with respect to delay on effecting the payment by COPA as per aforesaid payment terms.
- (7) Contractor shall submit 10% contract value (Incl GST) as performance Bank Guarantee for a period of 2 years from the date of handing over of Fire Fighting Facility to COPA.

4.20 **APPROVAL OF PESO** It is the responsibility of the contractor to pursue and get the firefighting facility inspected/approved by Petroleum and Explosives Safety Organization (PESO). Contractor shall obtain preliminary and final or any other approval as required, by adhering and complying with all the requirements of PESO and OISD 156,149 or other applicable guidelines of latest edition, including changes and modification, if any as per observations of PESO.

Any part or whole of the system which require the approval of the PESO, or any other statutory body, should be arranged by the contractor at his own cost. All required Liaison work in relation to subject scope, including getting the PESO approvals shall be contractor's scope. All the certificates/licenses of the statutory authorities shall be however in the name of COPA. The total system shall be designed as per OISD (Oil Industry Safety Directorate) 156, 149 or other applicable guidelines of latest edition as per PESO requirements.

The successful bidder shall obtain the preliminary approval of PESO prior to commencement of the work.

#### 4.21 HANDING OVER-TAKING OVER

The Project shall be taken over by COPA upon successful completion of all tasks to be performed at Site(s) on equipment supplied, installed, erected and Commissioned by the Contractor in accordance with provision of this Tender. During handing over of complete Project work, the Contractor shall submit the following for considering final payment:

- a) All as- Built Drawings and Manuals
- b) Detailed Engineering Document with detailed specification of all the items and systems, schematic drawings and layout, circuit drawing and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project;
- c) Bill of material; and
- d) Inventory of spares at projects Site/Critical Spares.
- e) Copies of all warranties/guarantees.
- f) Approval from PESO

NOTE: Handing over will be done only after Completion of Facilities and successful Operational Acceptance Test and receipt of approval from PESO.

#### 3.53 OTHER CONDITIONS:

- a) The Work shall be carried out strictly in accordance with specification,

latest IS codes and OISD-156, 149& other applicable standards.

- b) COPA will appoint Third Party Inspection Agency (TPIA), so as to ensure quality and workmanship according to expected standards.
- c) The Contractor shall conduct all pre-commissioning tests and supply of necessary commissioning spares to make systems operational and functional in all respect and to the satisfaction of the COPA.
- d) The Contractor's Engineer/Supervisor responsible for execution of Works shall have necessary qualifications & license as per rules.
- e) All connected electrical works including design, supply, erection, and commissioning of the control panel, including platform, if required, Annunciation panel and instrumentation are in the scope of the contractor.
- f) The Contractor shall be responsible for the electrical works associated with Fire Fighting Installations; which mainly includes, motor, switch boards, DG backup, MCC/PCC Panels, power cabling, control wiring earthing.
- g) The complete job including piping fabrication, erection, welding, inspection, flushing, testing, painting, etc., shall be in accordance with the specifications of BIS and with concurrence of the consultant and approval of the Third Party Inspection Agency, appointed by COPA.
- h) Pumps, Valves, Prime movers, hose cabinet and accessories should be in accordance with specifications and contractor should furnish details and G. A. drawing for approval along with material of construction. All valves shall have the approval of BIS/BS/UL/FM.
- i) The firefighting equipment offered by the contractor shall be suitable for the prevailing conditions.
- j) The contractor should furnish the drawing of the pumps with material of construction.
- k) The contractor shall furnish calculation details, general arrangement and material construction, specification for Foam water system, for vetting and approval.
- l) The contractor shall furnish specifications, data sheets and layouts of remote control facilities for approval before incorporating in the works.
- m) The contractor shall supply and install all routing and supporting arrangements for cables and hydraulic lines required for remote control subject to approval.
- n) The contractor shall supply and fix covers/gratings over the trenches meant for cables/hydraulic lines and water curtain systems
- o) The contractor shall be responsible for installation of new rolling shutters,

modification of control room, providing the adequate lighting at Berth-08 as per OISD 149 and inside the pump house etc. as specified.

- p) The contractor shall be responsible for making the foundation, if required for the Pumps and pipelines and any other equipment as required.
- q) All civil works including necessary supports, brackets, fittings, grouting of equipment, foundation, etc., shall be the responsibility of the contractor.
- r) All equipment, consumable, lubricant, diesel oil, etc., required for testing the system at site until commissioning will be to the contractor's account.
- s) The project Manager appointed by contractor shall not be replaced without the prior written approval of COPA
- t) Any project manager or member of the Contractor at Site shall be replaced within a period of forty eight (48) hours of intimation by COPA without assigning any reason thereof.
- u) The Contractor shall take care of all statutory, local clearance, approvals, etc.
- v) All warranties on the equipment shall be in the name of COPA

#### 3.54 CONDUCT:

The Contractor, at all times during execution of the contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighbourhood of the works.

#### **WATCH AND WARD:**

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the equipment and any other material used for the work at his own cost.

#### **NO NUISANCE/ANNOYANCE TO OTHERS:**

The Contractor shall not indulge or allow anybody else to indulge in anything which may be or may become nuisance or annoyance to the Port or any other agency in the vicinity of the contracted premises.

#### **NO COMPENSATION ON EXPIRY OF CONTRACT PERIOD:**

No compensation what so ever shall be payable by the Port to the Contractor on termination of Contract prior to the completion period.

#### **BANNING OF BUSINESS:**

In case, the successful bidder fails to execute the Contract Agreement, after issue of work order, the business dealings with the bidder will be

banned by COPA after following due procedure prevailing at COPA and the same will be circulated to all Major Ports of India, in addition to encashing of Bank Guarantee towards Performance Security/ Security Deposit as per Clause No. 2.26.

**PERMISSION FOR PORT ENTRY:**

Port Entry passes to the Contractor, his vehicle, or any workmen during the period of contract will be issued on payment basis as per rules. The Contractor shall make an application furnishing the details of his vehicles and workmen for whom the Port Entry Passes are required. The contractor shall have to obtain Port entry pass for his vehicles and all their workmen at their own cost for operation inside the Port area during the contract period.

**FACILITIES PROVIDED BY PORT:**

- a) Electric Power supply in A.C., three/ single phase, 440 V, 50 Hz. will be provided for execution of the contract work, on chargeable basis, if available. However, contractor shall arrange all cabling switch gears, etc. for power supply to his equipment from the nearest supply point, identified by COPA representative, at his expenses for execution of contract works.
- b) Contractor shall avail the Port equipment / Mobile Crane on chargeable basis as per prevailing Scale of Rates, subject to availability. In case of non-availability, the contractor shall make his own arrangements.
- c) Water supply shall be arranged by the contractor on their own for execution of work.
- d) Accommodation, if required, shall be provided in the Port quarters to the contractor/his employees, on chargeable basis as per prevailing Scale of rates, subject to availability.

**3.55 ACCIDENT:**

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Officer- In-charge of COPA giving all the details. He shall also provide additional information about the accident as requested by the ENGINEER INCHARGE (EIC) of COPA and Safety Officer of COPA. He shall also provide additional information about the accident as requested by the OIC.

**The COPA shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.**

## **5.SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

### **5.1 SCOPE**

The proposed work is to be executed in Engineering, Procurement, Installation and Commissioning ( EPIC ) contract basis. Cochin Port Authority has appointed M/s. Engineers India Limited (EIL) as consultants for preparation of DPR, P&ID, Tender and assistance during installation. The contractor shall submit the QAP and drawings to M/s.EIL for approval and upon approval by M/s.EIL the drawings shall be submitted to the TPI agency which will be appointed by COPA. TPI will carry out inspection based on approved QAP and drawings. Contractor shall arrange for 4 sets for drawing and QAP duly stamped and approved from contractors end to M/s.EIL. M/s.EIL will stamp approval in each drawing upon approval, retain 1 set and submit 3 set to TPI for approval. TPI will conduct inspection and upon approval from TPI, TPI will retain 1 set and submit 2 sets to COPA and COPA will handover the approved drawings to the contractor for further procurement, installation etc.

Contractor shall ensure compliance to EPIC mode of execution of contract. Necessary changes to be made in the installation, re-design, re-engineering, re-routing, re-modeling, making available on additional items, equipments to meet the requirement of site/PESO/Authority shall be in the scope of contractor. DPR, P&ID etc will be handed over to the contractor for project execution and better understanding of the system. However the contractor shall ensure the design and engineer of the Fire Fighting System to meet the requirement of port users and approving authorities.

### **5.2. SCHEDULE OF SUPPLY / WORKS (ATTACHED AS SEPARATE DOCUMENTS)**

For reference, contractor to mention below Clause Nos followed by Clause No in the relevant documents

#### **5.2.1 ELECTRICAL**

#### **5.2.2 FIRE WATER SAFETY**

#### **5.2.3 STATIC AND MACHINERY EQUIPMENTS**

#### **5.2.4 GENERAL CIVIL**

#### **5.2.5 ARCHITECTURE**

#### **5.2.6 STRUCTURE**

#### **5.2.7 PIPELINE ENGINEERING**

#### **5.2.8 INSTRUMENTATION**

#### **5.2.9 P&ID AND DIAGRAMS**

#### **5.2.10 SCHEDULE OF ITEMS (SOI)**

**5.3 Bidder to furnish the best, latest specifications and state of the art equipments with complete technical information including make & model of all major equipment as per Schedule A to J of the tender document at the time of Bid submission.**

## **SCHEDULE – A**

### **LEADING PARTICULARS OF MAIN ENGINE DRIVEN PUMPS**

**(Shall be suitable for Marine Applications)**

The Following information shall be furnished by the supplier for all pumps covered under the scope of Supply.

**(I) LEADING PARTICULARS OF MAIN FIRE PUMPS (Shall be suitable for Marine Applications)**

**a) Performance**

1. Pump Type
2. Make and Model (detail Catalogue to be enclosed)
3. Rated (BEP) Discharge in M<sup>3</sup>/Hr.
4. Capacity:
5. Rated head in meters:
6. Medium:
7. Efficiency:
8. No. of Stages:
9. Rating:
10. Max. Discharge pressure in kg/cm<sup>2</sup>
11. Performance curves (to be enclosed)

**b) Materials of Construction**

1. Casing:
2. Impeller:
3. Impeller shaft:
4. Shaft sleeves:
5. Wearing ring:
6. Fasteners:
7. Coupling:
8. Sole/Base Plate:
9. Foundation Bolts:

**c) Prime mover: Diesel Engine**

1. For Diesel Engine furnish the following:
2. Make (with catalogue/ Technical Details):

3. Type:
4. No. of Cylinders:
5. Stroke:
6. R.P.M.
7. B.H.P. (After derating)
8. Weight
9. Fuel consumption per liter per HP-hr.
10. Diesel Engine MOC:
11. Engine efficiency
12. Capacity of fuel oil tank
13. Type of cooling

**(II) LEADING PARTICULARS OF JOCKEY PUMPS (Shall be suitable for Marine Applications)**

**a) Performance**

1. Pump Type
2. Make and Model (detail Catalogue to be enclosed)
3. Rated (BEP) Discharge in M<sup>3</sup>/Hr.
4. Capacity:
5. Rated head in meters:
6. Medium:
7. Efficiency:
8. No. of Stages:
9. Rating:
10. Max. Discharge pressure in kg/cm<sup>2</sup>
11. Performance curves (to be enclosed)

**b) Materials of Construction**

1. Casing:
2. Impeller:
3. Impeller shaft:
4. Shaft sleeves:
5. Wearing ring:
6. Fasteners
7. Coupling:
8. Sole/Base Plate
9. Foundation Bolts

**c) Prime mover: **Electric Motor****

1. Make (Catalogue to be enclosed):
2. Motor Rating KW:
3. Operating Voltage:
4. Speed RPM:
5. Type of Motor:
6. Enclosure:

7. Insulation:
8. Bearing incorporated/not:
9. Type of protection:
10. Motor and Pump Test in presence of Engineer/ third party inspection agency incorporated as per IS:5120

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DATE -----

**SCHEDULE – B**

**LEADING PARTICULARS FOR VALVES**

**(Shall be suitable for Marine Applications)**

**a) Motorized Gate Valve**

1. Manufacturer's name:
2. Model No. (cat. to be enclosed):
3. Class of valve:
4. Sizes of Valve in mm:
5. Type:
6. Code/Standards:
7. Rating:
8. Hydrostatic test pressure kg/cm<sup>2</sup>
  - a) Body
  - b) Seat
9. Tests included as per standard
10. End connection:
11. Electrical Actuator details
  - a) Make
  - b) Enclosure Type
  - c) Degree of Protection
  - d) Stem Diameter
  - e) Starting Torque
  - f) Operating Time
12. Motors
  - a) Type of Motor
  - b) Type of Mounting
  - c) Motor Rating
  - d) Motor MOC

**b) Gate valves & Non return Valves**

1. Manufacturer's name
2. Model No. (cat. to be enclosed)
3. Class of valve
4. Sizes of Valve in mm.
5. Type
6. Code/Standards
7. Rating
8. Hydrostatic test pressure kg/cm<sup>2</sup>
  - a) Body
  - b) Seat
9. Tests included as per standard
10. End connection
11. Material of construction
  - a) Body
  - b) Disc
  - c) Spindles
  - d) Retainer Ring/Seat Ring
  - e) Bearing Bush
  - f) Gasket
  - g) Nuts and Bolts

**c) Butterfly Valve**

1. Manufacturer's name
2. Model No. (cat. to be enclosed)
3. Class of valve
4. Sizes of Valve in mm.
5. Type

6. Code/Standards
7. Rating
8. Hydrostatic test pressure kg/cm<sup>2</sup>
  - a) Body
  - b) Seat
9. Tests included as per standard
10. End connection
11. Material of construction
  - a) Body
  - b) Disc
  - c) Spindles
  - d) Retainer Ring/Seat Ring
  - e) Bearing Bush
  - f) Gasket
  - g) Nuts and Bolts

**D) Flow Meter**

1. Manufacturer's name
2. Model No. (cat. to be enclosed)
3. Class of valve
4. Sizes of Valve in mm.
5. Accuracy
6. Flow range (min. and Max)
7. Rating
8. Weather proof protection
9. Tests included as per standard
10. End connection
11. Material of construction

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**SCHEDULE – C**

**LEADING PARTICULARS OF FOAM / WATER MONITORS**

**(Shall be suitable for Marine Applications)**

1. Manufacturer's Name:
2. Model No. (Cat. to be enclosed):
3. Capacity:
4. Suitable for foam as well as water:
5. Approvals:
6. Material of Construction
  - a) Body:
  - b) Barrel:
  - c) Worm & Worm wheel:
  - d) Swivels:
  - e) Base flange:
  - f) Bolts & nuts:
7. Maximum horizontal rotation:
8. Maximum vertical rotation:
9. Rotation speed (deg/sec)
  - a) Horizontal plane:
  - b) Vertical plane:

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## **SCHEDULE – D**

### **LEADING PARTICULARS FOR FOAM PUMP**

**(Shall be suitable for Marine Applications)**

#### **PUMP**

1. Pump type
2. Pump make and model (Catalogue to be incorporated)
3. Liquid handled
4. Rated discharge
5. Discharge pressure
6. Speed (nominal)
7. Power absorbed at duty point
8. Pump efficiency at duty point
9. NPSH required
10. Direction of rotation when viewed from motor end
11. List of recommended spares for 2 years' service
12. Material of construction
  - a) Casing and covers
  - b) Rotor and stator shafts
  - c) Rotor and stator gears
  - d) Bearings
  - e) Accessories
13. Prime mover

#### **DIESEL ENGINE**

1. For Diesel Engine furnish the following:
2. Make (with catalogue/ Technical Details)
3. Type

4. No. of Cylinders
5. Cylinder bore
6. Stroke
7. R.P.M.
8. B.H.P. (After derating)
9. Weight
10. Fuel consumption per liter per HP-hr.
11. Type of fuel
12. Engine efficiency
13. Capacity of day oil tank
14. Type of cooling

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**SCHEDULE – E**

**LEADING PARTICULARS FOR FOAM PROPORTIONER**

**(Shall be suitable for Marine Applications)**

1. Manufacturer
2. Model No. (Catalogue to be enclosed)
3. Application
4. Minimum flow
5. Maximum flow
6. Minimum pressure
7. Maximum pressure
8. End connection
9. Foam inlet connection
10. Upstream and Downstream connection
11. Material of construction

SIGNATURE -----

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**SCHEDULE – F**

**LEADING PARTICULARS FOR FIRE PIPES & FITTING**

**(Shall be suitable for Marine Applications)**

1. MOC
2. Size
3. Name of Manufacturer
4. Material Grade
5. Codes and Standards
6. Fittings specification (detailed sheets to attached)
  - a) Flange
  - b) Reducers
  - c) Elbows
  - d) Nots and bolts
  - e) Gaskets
8. Painting specification (Detailed sheets to be attached)
9. Poly glass coated specification
10. Weight

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**SCHEDULE – G**

**LEADING PARTICULARS FOR PRESSURE SWITCH**

**(Shall be suitable for Marine Applications)**

1. Type of mounting
2. Sensing element
3. Enclosure
4. Switch type
5. No of Contacts
6. Pressure setting
7. Max test pressure
8. Range
9. Differential range
10. Max process temp
11. Material
12. Connection
13. Cable connection
14. Accessories
15. Accuracy

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**SCHEDULE – H**

**LEADING PARTICULARS FOR GAS & FLAME DETECTOR**

**(Shall be suitable for Marine Applications)**

**INFRARED HYDROCARBON GAS DETECTOR**

1. Alarm Setpoint Range Low Alarm:
2. Accuracy:
3. Self-Diagnostic Test:
4. Detector Housing Material:
5. Conduit Entry Options:
6. Wiring Terminals:
7. Temperature Range Operating:
8. Humidity:
9. Detection Range:
10. Detectable Gases:
11. Device Configuration
12. Certifications.

**UV/ IR FLAME DETECTOR**

1. RELAY CONTACT RATING
2. SENSING ELEMENT
3. RANGE
4. INDICATION
5. OPERATING TEMPERATURE
6. INPUT SUPPLY
7. SENSITIVITY SELECTION
8. OUTPUT
9. MATERIAL
10. FASTENERS
11. EQUIPMENT RATING
12. Certificate for Enclosure

SIGNATURE -----

FOR AND ON BEHALF OF -----

DATE -----

**SCHEDULE – I**

**LEADING PARTICULARS FOR QUICK RELEASE MOORING HOOK SYSTEM**

**(Shall be suitable for Marine Applications)**

1. Manufacturer
2. Model No. (Catalogue to be enclosed)
3. Application
4. Type of mounting
5. Holding capacity
6. Rated capacity
7. Arm type
8. Enclosure
9. Explosion proof- YES/NO
10. Design rules
11. Local release mechanism & type
12. Remote release option
13. Type of communication
14. Max amp Temp
15. Material
16. Connection
17. Cable connection
18. Accessories
19. Releasing time (Min & Max)

SIGNATURE -----

FOR AND ON BEHALF OF -----

DATE -----

**SCHEDULE – J**

**LEADING PARTICULARS FOR DG SET**

**(Shall be suitable for Marine Applications)**

a) General Specification:

1. Duty
2. Power Rating kVA / kW
3. No. of Phases
4. Output Voltage and Frequency (V and Hz)
5. Power Factor
6. Current (A)
7. RPM

b) Engine Specification:

c) Alternator Specification:

d) Control Panel specification

SIGNATURE -----

FOR AND ON BEHALF OF -----

DATE -----

**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 by .....Bank / in the form of BG as per  
**Annexure-20.**
- (iii) Pre-Contract Integrity Pact (**Annexure-8**)(If applicable)
- (iv) 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 contractor 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) Make In India(MII) declaration as per **Annexure-12**
- (xix) Land Boarder Sharing – **Annexure -21**
- (xx) CONFIDENTIALITY AND NON-DISCLOSURE – ANNEXURE -22
- (xxi) MANUFACTURERS AUTHORISATION FORM – ANNEXURE-23
- (xxii) Scanned copy of Tender Document, duly signed and sealed
- (xxiii) 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.
- (xxiv) Scanned copies of GST and PAN registrations.
- (xxv) 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 **“Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL”**
2. 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.
3. 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.
4. 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.
5. 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.
6. We have submitted the EMD/exemption for the same as per the instructions.
7. We further agree that in the event of our withdrawing 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.
8. We agree that the payment shall be made direct to us by the Port Authority in Rupees.

9. 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 Contractor") 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 Contractor for "Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL" 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 Contractor'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 Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for executing "Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL" in conformity in all respects with the provision of the Contract.

4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the work of “Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL”, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.
  
5. IN WITNESS WHEREOF the parties hereunto have set their hands and sealed, the day and year first above written. This Agreement is assigned as CME...../2026 dated...../..../2026 and contains with.....pages in all.

Signed, sealed and delivered

by \_\_\_\_\_ for and on behalf of

(Contractor)

COMPANY SEAL

**CHIEF MECHANICAL ENGINEER**

**For and On behalf of the CoPA**

**(Board)**

- Witness
- 1.
  
  - 2.

**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 “Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL” vide Work Order No.\_\_\_\_\_(hereinafter called ‘the Contract’) to M/s. “Name of the Contractor” (hereinafter called the ‘Contractor’) 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 Contractors and the Board, the Contractor 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 Contractors 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 Contractors 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 Contractor’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 Contractor 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 Contractor 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 Contractors 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 Contractors 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 Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This Guarantee will 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 Contractor.
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 “Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL” 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 BY

IN FAVOUR OF

1.SIGNATURE

SIGNATURE

(Name of authorized person to delegate powers) (Name & designation of Attorney)

2.SIGNATURE

SIGNATURE

(Name of authorized person to delegate powers) (Name & designation of Attorney)

WITNESS:

SIGNED AND RECEIVED ON

*Note: May add more signatories as required*

**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	<b>Telephone:</b>
		<b>Mobile:</b>
		<b>e-mail:</b>
8	<b>Xerox copy of a cheque should be enclosed</b>	
9	<b>PAN</b> (Xerox copy of <b>Permanent Account Number</b> shall be enclosed)	

Signature and seal of the Bidder

**PROFORMA OF PRE CONTRACT INTEGRITY PACT**

(To be signed on Plain Paper)  
(To be submitted as part of Technical bid)

Tender No.....;

Tender Title: .....

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 2024 at \_\_\_\_\_, India BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, represented by its Chief Mechanical Engineer, Sri ....., S/o Sri....., aged ...years residing at .....(address).....(hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. \_\_\_\_\_ represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

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

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

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

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

which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal shall exclude from the process all known prejudiced persons.

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

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

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

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

brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1)In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2)The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3)The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

**Section 8 -Independent External Monitor**

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

(i) Shri. HarishwarDayal, IDSE (Rtd.)  
H-2, Lawyer Colony, Bypass Road,  
Agra-282005 (UP)  
Mobile No:9412095786 Email: [dayalagra@gmail.com](mailto:dayalagra@gmail.com)

(ii) Shri. Deepak Chaturvedi, ITS (Retd)  
Flat No.1, Sanchar Vihar,  
C-58/4, Sector-62,  
Uttar Pradesh, Noida-201301  
Mobile No:9930408711 Email ID :[chaturvedideep@rediffmail.com](mailto:chaturvedideep@rediffmail.com)

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

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

Interest". In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and rescue himself/herself from that case.

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

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

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all

other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

**Section 10 -Other provisions**

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

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

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

For and on behalf of the Principal  
Place Date

Witness 1: (Name & Address)

Witness2 : (Name & Address)

**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 Contractor

Note: If no ongoing contracts with COPA then NIL may be mentioned in the above column.

**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 contractor 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 contractor 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 contractor / 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

**Format for Self-Certification under Preference to “MAKE IN INDIA” Policy**



PPP-MII-ORDER-201 PPP-MII\_Revision\_Or  
7\_15062018\_0.pdf der\_19July2024.pdf

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt.15.06.2017 and No.:P-45021/2/2017-PP(BE-II) dt.04.06.2020 as amended from time to time along with clarifications/ amendments and other references as issued from time to time, where by certify that we M/s----- (supplier name) are supplier meeting the requirement of **Minimum Local content** as per below declaration.

**(Class-I Supplier (50%) or Class-II Supplier (20%) or Non-Local Supplier (Less than 20%))**

as defined in above orders/ circulars/ clarifications/ amendments for the material against Tender No  
Details of Location (Complete Address) at which local value addition will be made is as follows:

-----  
We have also read the clarification issued vide Circular No.: P-45021/102/2019-BE-II-Part(1) (E-50310), Dtd.: 04.03.2021 and any other subsequent circular/ amendment/ order as issued by competent authority.

Total Value of local content addition/ manufacturing for offered material/ item(s)/ service is as per below declaration.

Accordingly, we declare to be (TickOne)

- a. **Class-I Supplier (50% or more local content)**
- b. **Class-II Supplier (20% to 50% local content)**
- c. **Non Local Supplier (less than 20% local content)**

We also understand, false declaration swill be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

**Note:-“Make in India” certificate must be in the letter head of OEM/ Manufacturers.**

**Seal and Signature of Authorized Signatory**

**DETAILS OF PAST EXPERIENCE OF CONTRACTORS 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**

*(To be submitted in letter head)*

**FINANCIAL CAPABILITY**

Average Annual Turnover of the Bidder

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

**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 as required under this Bid Document.

CA to sign this document with UDIN

**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 “Contractor”]  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 "Contractor"]  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 Contractor 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 at .....by ..... (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

**Manufacturer Authorization Form**

(To be given on company letter head)

Ref Number:

Date:

To,

The Superintending Engineer (M)  
COPA

Dear Sir/Madam,

Sub: Authorization Letter for Bid No.: GeM Bid No:  
GEM/2026/B/7202885 Dated 02.03.2026

1. We \_\_\_\_\_ who are established and reputed  
manufactures of \_\_\_\_\_ having factories at

OR

We \_\_\_\_\_ who are established and reputed  
manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_  
\_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_

to submit a bid, supply, install and maintain \_\_\_\_\_ as per  
your requirement.

2. We hereby extend our full Guarantee and Warranty as per terms and  
conditions of the bid and or the contract for the equipment and services  
offered against this invitation of Bidding by  
M/s. \_\_\_\_\_.

3. The authorized Service/Support center is  
M/s. \_\_\_\_\_.

Yours faithfully,

For "Company Name"

Name of the person

Designation

Authorized signatory

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**  
**JOINT BIDDING AGREEMENT**

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the..... ..day of .....20....

AMONGST

{..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at.....( hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{.....Limited, a company incorporated under the Companies Act, 1956} and having its registered office at .....( hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{.....Limited, a company incorporated under the Companies Act, 1956 and having its registered office at .....( hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

{.....Limited, a company incorporated under the Companies Act, 1956 and having its registered office at .....( hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}\$

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) THE COCHIN PORT AUTHORITY, an autonomous body of the Ministry of Ports, Shipping and Waterways of Government of India, incorporated under the Major Port Authority Act, 2021, as amended thereafter, represented by its Chairman and having its principal office at Administrative Building, Willingdon Island, Cochin, Kerala - 682003, India (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its e-Tender No. .... dated.....(the “Tender) and short-listing

of bidders for “ (Name of the work)” Project (The “Project”) through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

2. **Consortium**

2.1. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the “SPV”) under the Indian Companies Act 1956 for entering into a Lease Agreement with the Employer and for performing all its obligations as the Developer in terms of the Lease Agreement for the Project.

4. **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Lease Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

- (c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- (d) Party of the Fourth Part shall be the Maintenance Member/other Member of the Consortium.}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender and the Lease Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Lease Agreement.

**6. Shareholding in the SPV**

- 6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

Fourth Party:

- 6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidder for the Project in terms of the Tender.
- 6.3. The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.
- 6.5. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Lease Agreement.
- 6.6. The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity share in the SPV in terms of the Lease Agreement.

## 7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interest, charges or Encumbrances or obligation to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business or such Party in the fulfillment of its obligations under this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Lease Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

**9. Miscellaneous**

9.1 The Joint Bidding Agreement shall be governed by laws of {India.}

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LEAD MEMBER by:

SECOND PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART by:

FOURTH PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

FIFTH PART

SIXTH PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**BILL OF QUANTITIES**

**TENDER NO: COPA/CME/2026-27/FFF/NTB, Dtd 14.04.2026**

**Name of Work: “Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL”**

<b>Sl.No</b>	<b>Description</b>	<b>Qty</b>	<b>Rate in Rs.</b>	<b>Amount in Rs.</b>
1	Augmentation of Fire Fighting Facility at NTB Jetty on turnkey basis for handling POL	LS		
	TOTAL			
	APPLICABLE GST			
	GRAND TOTAL INCLUDING GST			

**Note:**

- 1. Applicable GST shall be mentioned separately.**
- 2. L1 will be considered based on sum of all items in BOQ exclusive of GST.**

## CHECK LIST

TENDER NO: COPA/CME/2026-27/FFF/NTB, Dtd 14.04.2026

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

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
<b>TECHNICAL BID</b>	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) Valid Electrical Contract License if any b) GST Registration Certificate. c) 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 - 8- Integrity Pact g) Annexure - 9 - Details of ongoing Contracts at COPA h) Annexure - 10 - Undertaking on indemnification i) Annexure -11 - Indemnity Bond j) Annexure -12- “MAKE IN INDIA” declaration k) Annexure -13 – Past experience of contractors l) Annexure -14 – Financial Capability m) Annexure -15 – Undertaking regarding EPF & ESI registration. n) Annexure -16 – Details of pending litigation of tenderer o) Annexure -17 – Details of litigation history of		

- tenderer.
- p) Annexure -18 – Details of barred cases of tenderer
- q) Annexure -19 – Details of party opting for refund of EMD
- r) Annexure -20 – Proforma of irrevocable bank guarantee for EMD.
- s) Annexure – 21 - Certificate for Tenderers / Bidders sharing Land Border
- t) Annexure -22 - Certificate for Tenderers / Bidders on Confidentiality and Non-Disclosure
- u) Annexure-23 – Manufacturers Authorisation Form
- v) Annexure-24-Performa for Joint Venture

<b>PRICE Bid</b>	PART-III - Price Schedule (Online Mode Only)
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