कोचिन पत्तन प्राधिकरण
Cochin Port Authority

COCHIN PORT AUTHORITY

COCHIN – 682 009, KERALA, INDIA
Tele:91-0484-2666414/2582400
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TENDER DOCUMENT FOR

MONITORING OF AMBIENT AIR QUALITY AND NOISE LEVEL AT COCHIN PORT FOR A PERIOD OF THREE YEARS (TWO YEARS EXTENDABLE)

TECHNICAL BID

(e-Tendering Mode)

Website: www.tenderwizard.com/COPT

Tender No.T15/T-2114/2026-C

CHIEF ENGINEER'S OFFICE
COCHIN PORT AUTHORITY
COCHIN-682 009 **Price: Rs. 885 /- (Rs.750/-+18% GST)**

COCHIN PORT AUTHORITY

Tender for Monitoring of Ambient Air Quality and Noise Level at Cochin Port area for a period of Three Years (Two years extendable)

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SECTION -I

COCHIN PORT AUTHORITY

Chief Engineer's Office
Cochin Port Authority
W/Island , Cochin – 682009, Kerala
Tele: 91-0484-2666414/0484-258-2400
website: www.cochinport.gov.in

कोचिन पत्तन प्राधिकरण
Cochin Port Authority

Tender No.T15/T-2114/2026-C **Date: 20/11/2026**

1. NOTICE INVITING TENDER

1. Electronic Tenders **(e-tenders)** on percentage basis are invited by Cochin Port Authority from reputed agencies as per the list at **Appendix – I** having NABL Accreditation, in Single Stage Two Cover bidding procedure [Technical Bid and Price Bid], meeting the Minimum Eligibility Criteria specified below for the work of **"Monitoring of Ambient Air Quality and Noise Level at Cochin Port area for a period of Three Years (Two years extendable)".**

2. **Minimum Eligibility Criteria[MEC]:**

a) Experience

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31st October 2026** at least either:

i) Three similar works each costing not less than **Rs.2,95,760**.00

(OR)

ii) Two similar works each costing not less than **Rs.3,69,700.00**

(OR)

iii) One similar work costing not less than **Rs.5,91,520.00**

Explanatory Notes to a):

Note 1:- Similar work(s) means "Monitoring of Ambient Air Quality & Noise Level monitoring parameters involving collection of samples, subsequent analysis etc. as per Ministry of Environment, Forests & Climate Change (MoEF&CC) / Central Pollution Control Board (CPCB) guidelines".

b) Financial Turnover

Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2025 [*2022-'23, 2023-'24 & 2024-'25]* shall not be less than **Rs.2,21,820.00.**

i. The Bidder must be approved by Kerala State Pollution Control Board(KSPCB)/Ministry of Environment, Forests & Climate Change (MoEF&CC) / Central Pollution Control Board (CPCB); and;

Table 1

Year before	Multiplying factor
One year [October 2025]	1.07
Two years [October 2024]	1.14
Three years [October 2023]	1.21
Four years [October 2022]	1.28
Five years [October 2021]	1.35
Six years [October 2020]	1.42

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

Note 4:- Satisfactory Client/ Owner's Certificate or documentary proof shall be submitted in support of the assignments / works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification.

Note 5:- The works reckoned for the above purpose are those executed by the tenderers as prime contractor or proportionately as member of joint venture or as a sub contractor.

Note 6: A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover over the last 3 financial years ending 31st March 2025 and audited financial statements for the above last three years shall be submitted.

3. **Other Eligibility Considerations**

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

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

ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.2 Bidders having EPF and ESI registration certificates only shall be considered for qualification in the tenders, if applicable, as per EPF /ESI Acts. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an Undertaking as per Annexure – 4 to the effect shall be furnished

4. Pertinent information to the tender is given in the following Tables:

i) Schedule of different activities till submission of the bid are detailed as under:

Table 2

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	20/11/2026
2	Download period of Bid Documents	20/11/2026 to 07/12/2026
3	Date of Pre-Bid meeting	Not Applicable
4	Last date for seeking clarification	15 hours on 25/11/2026
5	Last date and time of submission of bid	07/12/2026 upto 15:00 hrs
6	Date and time of opening the bid (Bid due date)	07/12/2026 after 15:30 hrs

ii) Bid information :

Table 3

i)	Estimated Amount put to Tender	**Rs. 7,39,400/-**.
ii)	Earnest Money Deposit (EMD)	Rs. 22,200/-in the form of Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), OR Bank Guarantee enforceable and encashable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at **Appendix - II**
iii)	Cost of Bid document	**Rs.885/-** (Rs. 750/- + GST @18%) in the form of Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), OR Bank Guarantee enforceable and encashable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at **Appendix - II**
iv)	Validity period of Tender	90 days from the Last Date of submission of Bids.
v)	Time for Completion	**3 years** (2 years extendable)
vi)	Performance Security	5% of the value of the Contract awarded, to be delivered within 21 days of receipt of LoA. PG furnished shall be made effective for the extended period.

5. The works under this tender includes Monitoring of (i) Ambient air quality parameters involving collection of air samples twice a month from four identified locations at Cochin Port area with the appropriate instruments, subsequent analysis in the laboratory etc. and (ii) Noise level monitoring once in a month at three identified locations, at Cochin Port area, as per CPCB/MoEF guidelines and submission of monthly reports.

6. Bid Document can be downloaded from the e-Tendering portal **www.tenderwizard.com/COPT** on the dates specified in the above by making online requisition. Bid Document will also be available in Cochin Port website (**www.cochinport.gov.in**) as well as **Central Public Procurement Portal** (CPP Portal), which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPA along with the submission of Bid. Bidders are also permitted to pay the cost of Bid Document by online mode (NEFT/RTGS). Bank Account details of Cochin Port Authority is attached at ***Appendix – II***. The bidders shall upload the proof of payment made towards cost of Bid Document along with the Bid Document while submitting the Bid electronically in the e-Tendering Portal.

7. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider **KEONICS** by paying registration amount of **Rs.1,124/-** by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore.

8. 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 please contact e-Tender Help Desk No. 080 – 40482000 / 9746118529/9605557738.

9. Bidders shall be submitted "**online"** strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the Tender Document. The Bidders should submit duly signed/ scanned copies of all the required documents such as DD/ Bank Cheque/Bank Guarantee towards cost of Tender Document/ EMD, proof of experience/ online remittance of tender form cost or EMD, Undertaking etc. and all details specified elsewhere in the tender document, in the e-tender portal.

10. 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 the bidders etc. duly signed along with the downloaded documents while uploading the bid will render the Bid incomplete and incomplete bid documents may be rejected**.

11. All bids are to be submitted on-line through the website **www.tenderwizard.com/COPT** only**.** No Bids shall be accepted off-line.

12. Cochin Port Authority will not be held responsible for any technical snag or network failure during online bidding It is the bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Authority shall not be liable to the bidders for any direct/indirect loss or damages incurred by them

arising out of incorrect use of the e-Tender system or internet connectivity failures.

13. EMD shall be in the form of ONLINE Remittance as per Bank Account details at **Appendix II** /DD / Banker's Cheque / Bank Guarantee issued in favour of the Employer by a Nationalized Bank or Scheduled Bank operating in India, enforceable and encashable at Cochin and it shall remain to be valid for a period of 90 (Ninety) days plus 45 days claim period, calculated from the Tender Due Date.

14. The Bidder shall submit Originals of: (i) DD / Banker's Cheque / BG towards the cost of tender and EMD/Proof of Online Remittance; and (ii) Power of Attorney in favour of signatory(s) to the tender and (iii) Pre-contract Integrity Pact; along with (iv) letter of submission in a sealed cover **to the Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682009, KERALA**, before opening date and time of the tender. **Non submission of original financial documents towards cost of Tender document and EMD, before opening date and time, of the tender will be liable for rejection**.

15. Micro and Small Enterprises (MSEs) bidders who are registered with District Industries Centre (DIC) or National Small Industries Corporation (NSIC)or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost. Those who are claiming exemption from payment of cost of bid document or EMD are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Bidders, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal along with Bid Security Declaration as per **Annexure –2.** If the Registration Certificate does not pertain to the Category of 'Similar Works' mentioned above, the Tender will be rejected.

16. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which shall be binding on all bidders.

CHIEF ENGINEER
COCHIN PORT AUTHORITY

COCHIN PORT AUTHORITY

2. INSTRUCTIONS TO TENDERERS

1. Introduction

Environmental Management and Monitoring Plan (EMMP) for Cochin Port Authority (CoPA) includes monitoring of various environmental attributes and parameters viz. air quality, noise levels, water quality - ground and surface, marine/ estuarine water quality, soil, Plankton and Benthic communities and sediment quality analysis.

As part of EMMP implementation, ambient air quality at four locations in W/Island and Noise Level at three locations (two in W/Island and one at Cochin Fisheries Harbour, Thoppumpady) are being monitored. CoPA now invites tenders for "Monitoring Ambient Air Quality and Noise Level for a period of three years (2 years extendable), as per the terms and conditions specified elsewhere in this document.

2. General Instructions

2.1 The work is to be executed as described in the Bid Document and in particular in the Technical Specifications, Special Conditions, Schedule of Quantities and drawings and in general includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.

2.2 Before submitting the Bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer-in-Charge of the Work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the Work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly and the Port will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the Work in accordance with this Bid Document including addenda/corrigenda, if any, within the quoted price.

2.3 A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.

2.4 The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalisation of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.

2.5 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.

2.6 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).

2.7 E-mail offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be recognized.

2.8 Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.

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

2.10 While evaluating the document, regard would be paid to National defence and security considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.

2.11 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Engineer, Cochin Port Authority, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which shall be binding on the Bidder.

2.12 In case the department desires to inspect the equipments/ machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.

2.13 Any error in description, any omissions there from shall not vitiate the contract or release the contractor from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract

2.14 The Bank Guarantees (BGs) to be furnished by the contractors in connection with the tender shall be sent to the Chief Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The contractor shall take the responsibility of sending BGs directly to the Port by the issuing bank.

2.15 **The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.**

2.16 **If applicable as per EPF/ESI Acts, the Tenderer shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. In such cases, who are registered under EPF Organisation and ESI Corporation and furnish documentary evidence in support of valid registration shall only be considered for qualification for opening of Price Bids. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an undertaking as per Annexure –4 to the effect shall be furnished**

2.17 **The Contractor shall regularly remit the Employer and Employee contribution to the authorities. If not, the Employer would remit the same and the amount so remitted shall be deducted from the part/final bill of Contractor.**

2.18 **The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.**

2.19 Micro and Small Enterprises (MSEs) bidders who are registered with District Industries Centre (DIC) or National Small Industries Corporation (NSIC)or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost. Those who are claiming exemption from payment of cost of bid document or EMD are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Bidders, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal along with Bid Security Declaration as per **Annexure –2.**If the Registration Certificate does not pertain to the Category of 'Similar Works' mentioned above, the Tender will be rejected.

2.20 If a bidder has already been awarded or qualified for a similar nature work with a higher value or equivalent value within the last 6 months from the date of notice inviting tender, the tender of such bidder shall be evaluated / considered for qualification with the documents submitted by the bidders in those tenders. However, in such cases, **the bidder shall clearly state the details of above such works in the Letter of Submission**.

2.21 In the Letter of submission, the Bidder shall compulsorily indicate 2 nos. of current active e-mail IDs to which further Bid related communication can be sent by CoPA. All communication from CoPA shall be deemed to have been delivered when the e-mail is sent to the specified e-mail ID and the date of sending the e-mail by CoPA shall be considered as the receipt by the Bidder. CoPA shall no way be responsible for the non-receipt of any such communication by the Bidder whatever be the reason due to which this has occurred.

3. Invitation for Bids:

The Invitation for Bids is open to all eligible bidders as per the list at Appendix-I meeting the Eligibility Criteria.

4. Downloading of Tender Documents:

Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website www.cochinport.gov.in or Government of India (GOI) tender portal www.tenders.gov.in.Demand Draft /Banker's Cheque for cost of tender document drawn in favour of the FA & CAO, CoPA from any Scheduled / Nationalized Bank having its branch at Cochin shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.

In case of tender document being downloaded from the website, at the time of submission of the tender document (the hard copy), the tenderer shall give an undertaking that no changes have been made in the document. The Port's Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's Tender Document and the one submitted by the tenderer, the Port's document shall prevail. For the discrepancies found at any time, the tenderer shall be liable for legal action.

5. One Bid per Bidder:

Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

6. The Bidder

The Bidder shall be a single entity only.

7. Cost of Bidding:

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

8. Site visit:

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

9. Clarification of the Bidding Documents:

The Tenderers are advised to examine the Tender Documents carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Engineer in writing at the following address, so as to reach them before the date as indicated in Table 2 of this Bid Document. It is to be noted that queries/ clarifications will not be answered after this date.

THE CHIEF ENGINEER,
CHIEF ENGINEER'S OFFICE,
COCHIN PORT AUTHORITY,
WILLINGDON ISLAND,
KOCHI-9, KERALA, INDIA.
Ph: - 91-0484-2666414/2582400.
Email: ce@cochinport.gov.in

9.1 **Pre-Bid Meeting:**

No Pre Bid meeting will be held for this tender.

10. Amendment of Bidding Documents:

The Chief Engineer, Cochin Port Authority shall have the right to omit or suspend certain items of work or revise or amend the Bid Documents prior to the due date of submission of the Bid by issuance of Addendum/Corrigendum. Any Addendum / Corrigendum thus issued shall be part of the tender documents. The Addendum /Corrigendum, if any, shall only be hosted in the e-tender portal and in the website of the Cochin Port. It is the responsibility of the Bidders to download such Addendum / Corrigendum hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take Addendum / Corrigendum into account, or for any other reason, the Port may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the web site.

11. Preparation of bids:

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

12. Minimum Eligibility Criteria:

a) Experience

The tenderers shall have experience of having successfully completed during the last 7 (seven) years ending **31st October 2026** at least either:

i) Three similar works each costing not less than **Rs.2,95,760**.00

(OR)

ii) Two similar works each costing not less than **Rs.3,69,700.00**

(OR)

iii) One similar work costing not less than **Rs.5,91,520.00**

Explanatory Notes to a):

Note 1:- Similar work(s) means "Monitoring of Ambient Air Quality & Noise Level monitoring parameters involving collection of samples, subsequent analysis etc. as per Ministry of Environment, Forests & Climate Change (MoEF&CC) / Central Pollution Control Board (CPCB) guidelines".

b) Financial Turnover

Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2025 shall not be less than **Rs.2,21,820.00.**

c) Other Eligibility Considerations:

(i) The Bidder must be approved by Kerala State Pollution Control Board (KSPCB) / Ministry of Environment, Forests & Climate Change (MoEF&CC) / Central Pollution Control Board (CPCB);

(ii) The Bidder must have NABL Accreditation.

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

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

b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

(iv) **Bidders having EPF and ESI registration certificates shall only be considered for qualification in the tenders**. **In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an undertaking as per Annexure –4 to the effect shall be furnished.**

13. Bid Prices:

13.1 **Percentage Basis Contract:**

The Bidder shall fill the percentage above / below in the Bidder's Quoting Area under "Percentage Quoted" in the Schedule-II (Schedule of Quantities to be done on Contract) both in **figures and words**. The Bidder shall also fill 'Above / Below'

column.

13.2 On scrutiny, if there are differences between the percentage given in figures and in words, the following procedure shall be followed:-

a) When there is a difference between the percentage quoted in figures and in words, the percentage in words shall be taken as correct.
b) When the sign (+) / (-) and Above / Below does not correspond with each other, the words under Above / Below shall be taken as correct.

13.3 **Rates Quoted**

The rate quoted shall be as per Price Bid enclosed for carrying out the work for three years. Rate shall include all costs for data collection including the cost of (i) Installation of samplers: (ii) Analysis of collected data: and (iii) Submission of monthly reports **in three hard copies and one soft copy** etc., and also inclusive of all incidentals, overheads, travelling expenses, etc. including all taxes, levy and duties etc complete, but excluding Goods and Service Tax (GST). GST as may be applicable from time to time shall be shown separately in the invoice.

13.4 The Contract shall be for the whole Work based on the priced Bill of Quantities submitted by the Bidder. **The Bidder should ensure that his tendered percentage as per Price Bid is not mentioned anywhere in any documents in Technical Bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection**.

14. Currencies of Bid and Payment:

The unit rates and the prices indicated in the Schedule –II (Schedule of Quantities of work to be done on Contract) is in Indian National Rupees (INR).

15. Bid Validity:

The bid shall be valid for acceptance for a minimum period of Ninety days (90) from the date of opening of Part-I (Technical & Commercial Bid). A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any Tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the Earnest Money deposited by the Tenderer shall be forfeited.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidder to extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (i.e., the extension shall be unconditional) and shall submit an extension of EMD in case it is submitted in the form of Bank Guarantee.

16. No Alternative Proposals by Bidders:

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

17. Format and Signing of Bid:

17.1 The Tenderer shall prepare one set of his Tender (all Volumes), duly completed and signed, along with the set of Drawings and other documents mentioned hereinafter.

The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

17.2 If the tender is made by an individual it shall be signed by his full name and his address shall be given. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a proper Power-of- Attorney authorising him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such Power-of-Attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the tender satisfactory evidence of the authorisation. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

18. Bid Submission:

18.1 Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid,** through **e- tender mode before the date and time as mentioned in Table 2 of this bid document.**

18.2 The Technical Bid document and the scanned copies of the documents as detailed hereunder shall be submitted through e-Tendering mode on T**www.tenderwizard.com/COPT.**

18.3 Price bid (Schedule-II) in the provided format shall be submitted **only** through e-tendering mode on **before the date and time as mentioned in Table 2 of this bid document. In no case shall filled in Price Bid (Schedule II) be submitted in hard copy, as it shall result in rejection of the tender.**

18.4 Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the required documents such as DD / Banker's Cheque towards the cost of tender; proof of experience, financial details etc. through the e-tendering portal.

18.5 **The Bidder shall submit Original (i) DD / Bankers Cheque towards the cost of tender document(ii)EMD/Bid Security (iii) Power of Attorney along with letter of submission in a sealed cover, super scribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name of the Tenderer. Tenders can be brought either in person or sent by registered post/ courier to the Chief Engineer, Cochin Port Authority, W/Island, Cochin - 682009, KERALA**, before opening date & time of the tender. Tenders brought in person, shall be put in the Tender Box on or before the due date specified above.

18.6 **Tenders without submitting the original documents towards cost of Tender document and EMD/Bid Security, before opening date and time of the tender will be liable for rejection.**

18.7 The successful Bidder shall submit original copy of complete Technical Bid already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the work.

18.8 **JV or Consortium of companies /contractors/consultants shall not be allowed to submit bids.**

19. Information Required in the Bid

19.1 **Part I -Technical Bid** shall contain the following , scanned copy of which shall be uploaded on line:

a) Letter of Submission as per***Annexure-1 along with a list of all documents submitted with the bid***

b) Cost of Tender document& EMD/Proof of payment made

c) Check list as per Schedule I attached along with Technical Bid in the e-Tendering Portal.

d) Documentary proof for MSE registration, if applicable, along with Bid Security Declaration as per **Annexure -2**

e) Power of Attorney (in original) in favour of signatory(s) to the Tender, duly authenticated by Notary Public(vide ***Annexure-3***)

f) Details of experience as per ***Annexures-5a &5b*** and Certificates in proof of experience in similar works as detailed under clause 12 of Instruction to Tenderers.

Explanatory notes:

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

a) Details of work involved specifying the nature of work;

b) Completion cost of the work,

c) Date of commencement; and

d) Date of completion of the work.

(2) If the experience in Similar Works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.

(3) If the experience in Similar Works is as a subcontractor, notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor in proof of the claim of the Tenderer as a sub-contractor, shall be attached.

(4) The works indicated in *Annexure-5a* will only be considered for evaluation. Mere submission of work completion certificate will not be considered towards Eligible Assignment.

g) A statement duly certified by Chartered Accountant showing the Average Annual Financial Turnover of the Tenderer over the last three financial years ending 31st March 2026 (vide ***Annexure-6***) supported by Audited Financial statements for the last three years.

h) Certificate of approval of Kerala State Pollution Control Board (KSPCB)/ Ministry of Environment & Forests (MoEF & CC) / Central Pollution Control Board (CPCB).

i) Certificate of NABL Accreditation.

j) Bid documents including all addenda/corrigenda duly signed and sealed.

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

l) **Copies of EPF, ESI, PAN and GST registration**.

m) Form of Bid duly signed and sealed.

n) Documentary proof of NSIC Registration, if applicable.

o) A declaration to the effect that (vide ***Annexure-7***)

i) No conditions are incorporated in the Price Bid. In case any conditions are specified in the Price Bid, the tender will be rejected summarily without making any further reference to the bidder.

ii) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.

iii) We disclose with that we have made / not made (strike out whichever is not applicable) payments or propose to be made to any intermediaries (agents) etc in connection with the bid.

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

p) Bank information for e- Payment system as per ***Annexure-8***.

NOTE: If a bidder has already been awarded or qualified for a similar nature work with a higher value or equivalent value within the last 6 months from the date of notice inviting tender, the tender of such bidder shall be evaluated / considered for qualification with the documents submitted by the bidders in those tender, <u>provided the Bidder clearly states the details of above such works in the Letter of Submission</u>.

19.2 **Part II: Price Bid**" shall contain Schedule II -Schedule of Quantities of Work done. It shall be duly filled in and fully priced and submitted only **in e-tendering mode**

20. List of Documents to be Submitted in Original

i) DD / Bankers Cheque/Proof of payment made towards Cost of Tender Document and EMD / Bid Security.

ii) Power of Attorney, duly authenticated by Notary Public (vide ***Annexure-3***)

iii) Letter of submission (vide **Annexure -1**)

21. Deadline for Submission of the Bids:

E-tenders attaching all documents shall be submitted 'on-line' in the **e tender portal** strictly in accordance with the terms and conditions of tender document before ***the time and the day notified*** in Table.2 of NIT.

The Original (i) DD / Bankers Cheque towards the cost of Tender documents (ii) EMD/ Bid Security, and (iii) Power of Attorney along with letter of submission in a sealed cover in original super scribed with the Tender Number, Name of Work, date notified for submission of tender and the Name of the Tenderer, should reach the office of the Chief Engineer, Cochin Port Authority, Cochin-9, on or before the time

and the day notified in Table 2 of NIT.

22. Late Bids:

Any Bid received by the Employer after the Bid due date will be returned unopened to the bidder.

23. Bid Opening

The Officer inviting the tender or his duly authorized assistant will open the tenders in the presence of intending Tenderers who may be present at the time in person or through their authorized representative. In the case of the tenders invited under Two Cover System, the Technical Bids of the tenders received will be opened first.

Technical Bid: Technical Bid shall be opened in the office of the Chief Engineer**,** ***Cochin Port Authority*** after last date and time fixed for receiving the Tenders. Submission of EMD and Cost of document is verified initially. In case the Earnest Money and cost of bid document is not deposited or is not in order, the Bid will not be opened further and hard copy submitted will be returned.

If all Bidders have submitted unconditional Bids together with requisite Bid Security/EMD, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and /or if the same does not contain Bid security/EMD in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. The Price Bid submitted in e- mode will not be opened.

24. Bid Opening – Price Bid:

Price Bid of those Bidders found responsive in the evaluation of Technical Bid, will be opened later. **Short listed Bidders will be communicated about the date and time of opening of the Price Bid through e-tender portal notification / communication only and there will be no direct communication from department in this regard.** The Bidder's name, the Bid Prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

25. Clarification of Bids:

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness:

Prior to detailed evaluation of Bids, Cochin Port Authority will determine whether each Bid

(a) meets the defined Minimum Eligibility Criteria

(b) has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia

include a provision to bind the Bidder to settlement of disputes clause;

(c) is accompanied by the required cost of bid document and EMD

(d) Undertakes in the Technical Bid that he has not incorporated any conditions in the Price Bid.

A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one;

i) which affects in any substantial way the scope, quality or performance of the Works;

ii) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or

iii) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

(e) is responsive to the requirements of the Bidding documents.

If a Bid is not substantially responsive, it shall be rejected by the Employer, and shall not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors:

Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as detailed in Clause 13.2.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above stated procedure for the correction of errors and it shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected.

28. Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 27. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause 28;

(b) making appropriate adjustments to reflect discounts or other price modifications offered.

29. Alteration of Tender Documents:

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any Tenderer for clarifications of his tender if required. Nevertheless, no Tenderer will be permitted to alter his tender price after opening of the tender.

30. Alternative Conditions and Proposal:

The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Tenderer's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price Bid of such Tenderer's will not be opened.

31. Award of Contract:

The Employer will award the Contract to the Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be

(a) Eligible in accordance with the provisions of Clause 12, and

(b) Qualified in accordance with the provisions of Clause 12.

(c) **Basis for Award of Contract**

The work will be awarded to the bidder quoting the lowest amount for carrying out the ambient air quality monitoring and noise level monitoring for 3 years, as per tender conditions.

In case of additional 2 years (extendable period) is operationalized, the payment towards this shall be as per the existing tender conditions.

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

33. Performance Security:

33.1 Within not later than 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security for an amount equivalent to 5% of the Contract Price rounded off to the nearest Rs.1000/- in any of the following forms;

(i) Banker's Cheque/Demand Draft / Pay Order of a Scheduled Bank.

(ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any Nationalised/scheduled bank operating in India as per the proforma

33.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalised /Scheduled Indian bank having its branch at Cochin acceptable by Cochin Port Authority. The BG shall be issued in favor of Cochin Port Authority in the Format enclosed in Annexure A of GCC.

33.4 In case, extendable period is also effected, the BG furnished towards Performance Security shall be made effective for the extended period.

34. Signing of Agreement

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

34.2 The Contractor, at his own cost, shall made 12 copies of the Agreement and submit to the Employer within 7 days following the date of signing of Agreement.

34.3 In the event of the Tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and the willful breach of

the contract, the cost and consequence of which shall be to the sole account of the Tenderer and upon such an event the Board shall have full right to claim damages therefore

35. Fraud and Corrupt Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) "corrupt practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means

(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in

any manner influencing or attempting to influence the Selection Process; or

(ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

36. Rejection of Tender:

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

3.0 RELEASE OF EMD

The Bid Security / EMD of unsuccessful bidder other than L1 and L2 will be refunded immediately after ranking of the Bids. The bid security of L2 bidder shall be refunded immediately after entering into agreement with L1 bidder and acceptance of the Performance Security. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security as per Cl. 9.2 above.

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY

3. FORM OF BID

To

The Board of Major Port Authority for Cochin Port,

Through

The Chief Engineer
Cochin Port Authority, Cochin -9

Tender for the work of **"Monitoring of Ambient Air Quality and Noise Level at Cochin Port area for a period of Three Years (Two years extendable)".**

I/We have read and examined the Notice inviting tender, General rules and directions, General conditions of Contract, Contract Data, Technical Specifications, Drawings, Special conditions & other documents and rules referred to in the General Conditions of Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications designs, drawings and instructions in writing referred to in clause 16 of the General Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

M E M O R A N D U M

a)	General description	:	Monitoring of Ambient Air Quality and Noise Level at Cochin Port area for a period of Three Years (Two years extendable)".
b)	Estimated cost	:	Rs.7,39,400/-
c)	Tendered Cost	:	……
d)	Earnest Money Deposit	:	Rs. 22,200/- in the form of Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), **OR** Bank Guarantee enforceable and encashable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix - II
e)	Retention Money	:	5% of the value of the contract awarded or the value of the work done whichever is higher
f)	Performance Security	:	10% of the Accepted Contract Amount, including 5% Retention Money
g)	Percentage, if any, to be deducted from the bills	:	The Retention money will be recovered from the first running bill onwards at the rate of 5% of the gross amount of each

			bill
h)	Contract Period	:	3(THREE) years (extendable for 2 more years)
i)	Schedule	:	As per "Contents" sheet attached

I/ We agree to keep the tender open for 90 days from the due date of submission and not to make any modifications in its terms and conditions

Should this Bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto. I/We further agree to execute an agreement with the Board in the prescribed form

I/We also here by undertake to the Board in office should I/We withdraw the offer or revise or go back upon the terms of the Bid; or fail to commence the work specified in the Memorandum or should I/We not furnish the Performance Security specified in the above memorandum, otherwise I/We shall be suspended and made ineligible to participate in CoPA's Tenders as envisaged in the EMD

Dated the .....……..... day of …… 2026.

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Major Port Authority for Cochin Port for a sum of Rs…… ……(Rupees ……)

The letters referred to below shall form part of this contract Agreement

a) ..

b) ..

Dated……

Chief Engineer
Cochin Port Authority

COCHIN PORT AUTHORITY

4. FORM OF AGREEMENT

AGREEMENT No. … of

AGREEMENT FOR THE WORKOF "**MONITORING OF AMBIENT AIR QUALITY AND NOISE LEVEL AT COCHIN PORT AREA FOR A PERIOD OF THREE YEARS (TWO YEARS EXTENDABLE)".**

THIS AGREEMENT IS MADE on this day …… of …… BETWEEN **THE** Board of Major Port Authority for Cochin Port constituted under the Major Port Authority Act 2021 having office on Willingdon Island, Cochin – 682009 represented by its *Chief Engineer/*Deputy Chief Engineer/*Superintending Engineer Shri…… S/o …….. aged …… years residing at ……. Village …….. Taluk …… District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. ……..….. represented by Shri. ……..……. aged …..….. S/o …….. residing at …… Village …… Taluk ……. District (hereinafter referred as "Contractors" which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for …… …… vide Tender Notice ……. Date …… and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the tender document.

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

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

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Clause 16 of the "General Conditions of Contract" and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs……../- [Rupees……..only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port as Performance Security (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should the Contractor fail to commence the work specified in underwritten memorandum or should the Contractor not deposit the full amount of security deposit specified in underwritten memorandum otherwise the said sum of Rs……../- shall be retained by the Board as on account of such security deposit as

aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Clause 40.1 of the Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 40.3 of the Conditions of Contract.

5. It is mutually agreed that the tender submitted in its entirety shall form part of this agreement. Apart from the tender the following shall also form part of the Agreement

   a) The Letter of Acceptance;

   b) Bill of Quantities and

   c) Letters exchanged between the Employer and the Tenderer upto the issue of Letter of Acceptance as separately listed and annexed here to.

   d) Replies to Clarifications / Queries and amendments issued, if any.

M E M O R A N D U M

a)	General description of work	:	Monitoring of Ambient Air Quality and Noise Level at Cochin Port area for a period of Three Years (Two years extendable).
b)	Estimated Cost	:	Rs.7,39,400/-
c)	Tendered Cost	:	Rs……..
d)	Earnest Money	:	Nil.
e)	Security Deposit	:	5% of the value of the contract awarded or the value of the work done whichever is higher
f)	Time allowed for commencement of work from the date of receipt of work order	:	15 days
g)	Time allowed for the work from the date of commencement of work.	:	Three Years (2 years extendable).
h)	Schedule, specifications, conditions, drawings etc. as per contents sheet attached.	:	As per "Contents" sheet attached

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s…… and on behalf of the Board of Major Port Authority for Cochin Port, the *CHIEF ENGINEER / *DEPUTY CHIEF ENGINEER / *SUPERINTENDING ENGINEER has set his hand and seal and common seal of Board of Major Port Authority for Cochin Port has been hereunto affixed the day and year first written above.

CONTRACTOR

*(Retain only the authority signing the agreement)

Signed, sealed and delivered

By Shri…….

Of M/s……

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :

1) Signature with address :

2) Signature with address :

Signed, sealed and delivered by the

*CHIEF ENGINEER/*Dy. CHIEF ENGINEER/

*SUPERINTENDING ENGINEER,

Cochin Port Authority

On behalf of the Board of Major Port Authority for Cochin Port

EMPLOYER

Signed and affixed the common seal of

Board of Major Port Authority for Cochin Port

In the presence of

1)

2)

*(Retain only the authority signing the agreement)

COCHIN PORT AUTHORITY

5. CONTRACT DATA

Items marked "NA" do not apply in this Contract.

Sl. No.	Description	Reference Clause .No. in GCC
1	*The following documents are also part of the Contract*	
	The Schedule of other Contractors	(8.2)
	The Schedule of Key personnel : **NA**	(9)
2	The Employer is	(1)
	The Board of Major Port Authorities, **Cochin Port Authority,** **Cochin -9**	
	Name of Authorized Representative:	
	The Chairperson, **Cochin Port Authority,** **Cochin -9**	
3	The Engineer is	
	Chief Engineer, **Cochin Port Authority,** **Cochin-9**	
	Nominee /Engineer-in-charge is: **Will be notified in LoA**	
4	Name of Contract:-Monitoring of Ambient Air Quality and Noise Level at Cochin Port area for a period of Three Years (2 years extendable). **Tender No:T15/T-2114/2026-C**	(1)
5	12copies of Contract Agreement shall be furnished by the Contractor	[7.1]
6	Tender document and other data are available at Cochin Port web site and e –tender portal. www.cochinport.gov.in www.tenders.gov.in www.tenderwizard.com/COPA	(7.2)
7	The Intended completion Date for the whole of the Work is Three years (2 years extendable)with the following milestones:	(17,28)

Sl. No.	Description	Reference Clause .No. in GCC
8	Milestone dates: **NA**	
9	The following shall form part of the Contract Document: (1) Agreement (2) Letter of Acceptance (3) Bill of Quantities (4) Contractor's Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) General Conditions of Contract (8) General Description and Special Conditions of Contract (9) Drawings and (10) Any other documents listed in the Contract Data as forming part of the Contract.	(2.3)
10	The Contractor shall submit a Program for the Works within **….** days of date of the Letter of Acceptance. NA	(27)
11	**The site possession date:** The site will be handed over within **7 (Seven) days** after issue of LoA and the site is free from encumbrances. – N/A	(21)
12	The start date shall be within **15 days** from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.	(1)
13	The site is located at Cochin Port area in W/Island and Thoppumpady as shown in Drawings attached.	
14	The Defects Liability Period: **NA.**	(35)
15	The minimum insurance cover for physical property, injury and death is Rs.10lakhs (Ten lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always:	**(13)**
16	The following events shall also be Compensation Events: **Nil**	(44)
17	The period between Programme updates: **Nil.**	(27)
18	The amount to be withheld for late submission of an updated Programme shall be **Nil.**	(27)

Sl. No.	Description	Reference Clause .No. in GCC
19	The language of the Contract documents is **English.**	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is **Indian Rupees.**	(46)
22	The proportion of payments retained (Retention Money) shall be 5% from each bill subject to a maximum of 5% of the contract price-**NA**.	(48)
23	The maximum amount of liquidated damages for the whole of the works is **10%** of the contract price.	[49]
24	The amounts of the advance payments : **NA**	[51]
	The advance payments as applicable to the contract are: ***NA***	
25	Repayment of advance payment for mobilization : **NA**	[51]
26	Repayment of advance payment for Construction and equipment: **NA**	[51]
27	Repayment of secured advance: **NA**	[51]
28	The date by which "as-built" drawings are required is within 90 days of issue of certificate of completion of whole or section of the work, as the case may be: **NA**	(58)
29	The amount to be withheld for failing to supply "as built" drawings and/or operating and maintenance manuals by the date required is **NIL**.	(58)
30	Schedule of Rates Applicable: **NA**	
31	Base Rate for materials to be considered for price variation: **NA**	(47)
32	Permissible wastage on theoretical quantities of (a) Cement : N/A (b) Steel Reinforcement and structural steel sections for each diameter, section and category : N/A (c) Bitumen/Bitumen emulsion : N/A	(47)

COCHIN PORT AUTHORITY

6. GENERAL DESCRIPTION OF WORK AND SPECIAL CONDITIONS OF CONTRACT

1. GENERAL DESCRIPTION OF WORK

1.1 General

Environmental Management and Monitoring Plan (EMMP) for Cochin Port Authority (CoPA) includes monitoring of various environmental attributes and parameters viz. air quality, stack & noise levels, water quality - ground and surface, marine/ estuarine water quality, soil, Plankton and Benthic communities and sediment quality analysis.

As part of EMMP implementation, Ambient Air Quality at four locations in W/Island and Noise Level monitoring at three locations (two in W/Island and one at Cochin Fisheries Harbour, Thoppumpady) are being monitored. As part of the requirement, CoPA now invites tenders for "Monitoring Ambient Air Quality and Noise Level at locations marked in the sketch attached, for a period of Three years (Two years extendable), as per the terms and conditions detailed below:

1.2 Objective:

(i) To monitor the Ambient Air quality parameters as per CPCB/MoEF& CC guidelines, at four locations identified in W/Island, twice a month for a period of Three years (2 years extendable); and

(ii) To monitor the Noise Level as per CPCB/MoEF&CC guidelines, at three locations (two in W/Island and one at Cochin Fisheries Harbour, Thoppumpady), once in a month for a period of three years (2 years extendable).

1.3 Scope of Work:

The work involves:

(i) collection of ambient air samples from four identified locations in W/Island with the appropriate instruments, subsequent analysis in the laboratory approved by *CPCB/MoEF & CC/KSPCB* and furnishing of monthly consolidated reports thereon, for a period of three years (two years extendable), from the date of commencement of work.

The location sketch is enclosed.

(ii) monitoring of Noise levels at three identified locations in W/Island with appropriate instruments, subsequent analysis in the laboratory approved by CPCB/MoEF & CC/KSPCB as required and furnishing of monthly consolidated reports thereon, for a period of three years (two years extendable), from the date of commencement of work.
The location sketch is enclosed.

1.4. Methodology:

(i) The Contract shall bring necessary approved/calibrated instruments to monitor the ambient air quality and monitoring shall be carried out as per CPCB/MoEF guidelines. The parameters to be monitored for Air Quality are $PM_{10,}$ $PM_{2.5,}$ SO_2, NO_2, HC, CO and VOC. The samples collected are to be analyzed as per IS 5182 (Part 4), (Part 2) & (Part 6) for the parameters Suspended Particulate Matter (SPM), SO_2, & NO_2 respectively and the other parameters as per the respective Indian Standards and by approved scientific methods.

(ii) The Contractor shall carry out noise level survey at work zone areas using Digital sound Level Meter of approved make as per the CPCB/ MoEF&CC norms and such survey shall be carried out at the specified locations, during the contract period, during day and night.

1.5. Frequency of Monitoring:

1.5.1. **Air quality**

The frequency of air quality monitoring at each location shall be twice a month, each monitoring involving sampling/monitoring on two consecutive days (ie., a total of four times in a month).

Ambient air quality shall be measured on 24 hourly basis for the following parameters:

- Particulate Matter size less than 10 microns (PM_{10})
- Particulate Matter size less than 2.5 microns ($PM_{2.5}$)
- Sulphur Dioxide (SO_2)
- Nitrogen Dioxide (NO_2)

Ambient air quality shall be measured on 8 hourly basis for 24 hours for the following parameters:

- Carbon Monoxide (CO)
- Hydrocarbons (HC)
- Volatile Organic Compounds (VOC)

1.5.2. **Noise level**

The frequency of noise level monitoring at the locations shall be once in a month, each monitoring involving sampling/monitoring day and night..

1.6. Report Submission:

The Contractor shall prepare and submit monthly reports separately for Ambient Air Quality and Noise Levels. The report shall include the study area description, approach and methodology adopted details of sampling locations, field data sheets, standard limits and discussion on the results and interpretations of the results / conclusion. All the results shall be given in the units as specified in the respective standards. Photographs shall be taken during the surveys and should be submitted along with the Report. The report shall be submitted within one month after completion of sampling. **Three hard copies of the report and soft copy in CD shall be submitted.** All the pages of the report should have sign and seal of the authorised / competent signatory of the contractor's firm/laboratory.

1.7. Time Schedule : The following time schedule shall be adhered to:

Sl. No.	**Task/Deliverables**	**Schedule**
1	**Mobilization and Commencement of Work** For complete mobilization of all the equipments including field personnel required to carry out the works in all respects**.**	Within two weeks of receipt of Letter of Acceptance
2.	Submission of Monthly Reports	Within one month after

		completion of field monitoring (Three hard copies & One Soft copy in CD)

1.8. **Terms of Payment**: The terms of payment shall be as follows:

Payments shall be made monthly on submission of each monthly analysis report, separately for Ambient Air Quality and Noise Level monitoring works..

1.9. Materials / Facilities To Be Provided By Department

1.9.1. **Power**

Electric power, required, for the monitoring work shall be arranged by the contractor at his own cost and shall make necessary payments for it directly to the department concerned.

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2. SPECIAL CONDITIONS OF CONTRACT

2.1 Special Conditions shall be read in conjunction with the General Conditions of Contract, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.
Notwithstanding the sub-division of the documents into these separate section and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

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

2.2 Contract period :

2.2.1 The contract period for the work of "Monitoring of Ambient Air Quality and Noise Level at Cochin Port area" shall be for a period of Three years.

2.2.2 The contract period is extendable for a further period of two years, as per the same terms and conditions of the contract at the sole discretion of Employer.

2.3 Liquidated Damages

For any delay in submission of Monthly Report beyond 30th day of succeeding month of the field monitoring, Liquidated Damages (LD) will be recovered at the rate of 0.5% of the quoted amount for each day of delay subject to maximum of 10% contract price, beyond which the contract will automatically stand cancelled.

For levying LD as per Clause-49 of General Conditions of Contract, 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.

2.4 Insurance of Works

2.4.1 The insurance cover for the loss of or damage to the works, plant, materials and equipment stated in the clause 13 of GCC shall be as follows:

a) The insurance cover for the works for the time being executed to the estimated current contract value thereof plus 10(ten) percent thereon to allow any additional costs and professional fees resulting from the loss or damage.

b) The constructional plant and other things brought on to the site by the Contractor to the replacement value of such constructional plant and other things.

2.4.2 It shall be the responsibility of the Contractor to notify the insurer of any change in the nature and extent of the works and to ensure the adequacy of the insurance cover at all times in accordance with the provisions of this clause.

2.5 Payments of Salary / Wages and Other Benefits etc. to Contract / Casual Workers

2.5.1 The Contractors shall make all payments of salary/wages and other benefits etc. to the contract / casual workers deployed for the work through Bank / Cheque only.

2.5.2 All the payments to the contractors would be released only on submission of undertaking to comply with the clause 2.5.1 above.

2.6 MODIFICATIONS TO GCC

The following clauses of General Conditions of Contract (GCC) shall be replaced and modified as below.

1. DEFINITIONS

Following Definitions stands replaced as:

The **Completion Date** is the date of completion of the Works as certified by the Engineer or his Nominee in accordance with Sub Clause **56.1**

Market Rate is the rate as decided by the Engineer on the basis of the cost of materials and labour at the site where the work is to be executed plus **15%** to cover all overheads and profits.

25. SETTLEMENT OF DISPUTES AND ARBITRATION

Clause 25 stands replaced as follows:

The settlement of disputes and arbitration shall be as per clause 25 of General Conditions of Contracts. However the venue of the arbitration shall be at Cochin.

25.1 General

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

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

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

support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision then:

a) The Dispute in respect of contract of value upto Rs. 1crore shall not be referred for adjudication through arbitration and.

b) If the value of the contract is exceeding Rs.1 crore and upto Rs.5 crores, The Dispute shall be resolved through arbitration by a sole arbitrator appointed by the Chairman of Cochin Port Authority :

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

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

c) If the value of the Contract is above Rs.5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof

d) In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port inter se or CPSE and Government Department such disputes or difference shall be taken up either party for resolution through Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

25.2.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

25.2.2 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

25.2.3 It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

25.2.4 The arbitration shall be conducted in accordance with the provisions of the

Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

25.2.5 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

25.2.6 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

25.2.7 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid."

26. COMPUTERIZED MEASUREMENT BOOK

6th para stands replaced as follows:

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

40. PAYMENTS FOR VARIATIONS

Clauses 40.2 and 40.3 stands replaced as follows:

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

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

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

iii) Market rates of materials and labour, hire charges of plant and machinery used, plus **15%** for overheads and profits of Contractor.

40.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation shall be as determined by methods given below:

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

ii) Market rates of materials and labour, hire charges of plant and machinery used plus**15%** for overheads and profits of Contractor.

Whichever is lower, but not less than the rate in the Bill of Quantities.

44. COMPENSATION EVENTS

Clauses44.1 (c) to (e) - Deleted. All other clauses under Clause 44 remains the same.

45. RATES FOR ITEMS TO BE INCLUSIVE OF TAXES

Clause 45 stands replaced as follows:

45.1 The rate quoted by the Contractor shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Service Tax (GST). GST as may be applicable from time to time shall be shown separately in the invoice. 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.

45.2 The invoice to be submitted by the Contractor should include the GST Registration Number of the Contractor as well as the Employer.

48 & 52 RETENTION MONEY AND SECURITY DEPOSIT

The Clauses 48 and 52 of the General Conditions of Contract related to the Retention Money and Security Deposit shall be applicable as in the case of 'Civil works'.

80. TAXES AND DUTIES

80.1 - Deleted
80.2 - Deleted
80.3 - Income Tax

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

80.4 The Contractor shall comply with all the GST Regulations, viz. timely uploading of bills, issue of debit/ credit notes etc.

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

Clauses [d] & [l(i)] stands replaced as follows:

(d) 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.

(l) ESI Act, 1948:-

The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.

SIGNATURE OF TENDERER

Schedule-II

COCHIN PORT AUTHORITY

7. SCHEDULE OF QUANTITIES

Tender No: T15/T-2114/2026-C

Name of Work: Monitoring ambient air quality and noise level monitoring for a period of three years (2 years extendable)

Attached in Price Bid – Schedule II

Annexure-1

COCHIN PORT AUTHORITY
LETTER OF SUBMISSION- COVERING LETTER

(*On the Letter Head of the Bidder*)

No…… Date:……..

To

The Chief Engineer,
Cochin Port Authority.

Sir,

Sub: Tender for **"**Monitoring ambient air quality and noise level monitoring for a period of three years (2 years extendable)" (Tender No.T15/T-2114/2026-C)."-reg.

~~~~~~~

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

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

(i) Cost of bid document and EMD
(ii) Power of Attorney (***Annexure-3***)

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

(i) Undertaking regarding EPF & ESI registration. (***Annexure-4***)
(ii) Details to fulfill the "Minimum Eligibility Criteria" and certificates(***Annexure-5a***)
(iii) Details of Past Experience of Contractor for Similar works (***Annexure-5b***)
(iv) Average Financial Turnover over the last three financial year(***Annexure-6***)
(v) Declaration (***Annexure -7***)
(vi) Bankers Details (Annexure-***8***)
(vii) Tender Document along with Addenda Nos ----,

We also certify that further Bid related communication, if any, will be sent to the following e-mail IDs by CoPA.

(i)…….
(ii)……..
(Furnish 2 nos. current active e-mail IDs)

Signature
(Authorized Signatory)
~~~~~~~

Annexure 2

FORMAT FOR BID SECURITY / EARNEST MONEY DEPOSIT DECLARATION
(To be submitted on the Bidder's Letter Head)

I / We ..... (Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security / Earnest Money Deposit for the Tender for ..... (Insert Title of the Tender) (Tender No. .....), thereby fully accepting that **I / We** will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Authority, for a period of **Two years from the date of such Suspension Order**, under the following circumstances:

(1) If after the opening of Tender, **I / We** withdraw or modify **my / our** Tender during the period of validity specified in the Bid Documents (including extended validity, if any), or do not accept the correction of the Tender Price pursuant to any arithmetical errors.

(2) If, after the award of work, I / We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

SIGNATURE OF BIDDER

Annexure – 3

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

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

To

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

Dear Sir,

We……..

…….do hereby

confirm that Mr./Ms. /Messrs …….. (Name and Address) is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Bid No. …….

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Yours faithfully,

Signature :

Name & Designation :

For & on behalf of :

Signature, name and seal of the certifying authority

(NOTARY)

Annexure - 4

COCHIN PORT AUTHORITY

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 to the above and indemnify CoPA officials for any actions taken in this regard.

SIGNATURE OF TENDERER

Annexure – 5a

COCHIN PORT AUTHORITY
Monitoring ambient air quality and noise level monitoring for a period of three years (2 years extendable)

Tenderer shall furnish Details of "Eligibility Works Experience" as per Clause 12 of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/ Work Completion Certificates or any other documentary evidences with respect to the eligible assignments)

ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number :

Description	Bidder to fill up the details here
Name and Address of the Client	
Title of the Eligible Assignment	
Date of Completion of the Eligible Assignment	
Project Completion Cost	
Reference No. of the enclosed Client Completion Certificate/ Documentary Evidence for having successfully completed the Eligible assignment	
Name, Telephone No, Telefax no and Email Address of the Client's representative	
Description and Scope of Work	

Instructions:

i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12(a) Minimum Eligibility of the Instructions to Tenderers".

ii) A separate sheet should be filled for each of the eligible assignments.

iii) The details are to be supplemented by documentary proof from the respective client /owner for having carried out such assignment duly certified by clients/ owner.

iv) The works indicated in this Annexure- 5will only be considered for evaluation. Mere submission of Work Completion Certificate will not be considered towards Eligible Assignments

v) Original or notary certified copy of Completion Certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts shall be attached. The certificate shall invariably contain the following among other things.

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

vi) If the experience in Similar Works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.

vii) If the experience in Similar Works is as a subcontractor, notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.

viii) If the experience in Similar Work is in works executed in private sectors/organisations, the TDS certificate along with notary attested copy(s) work order and completion certificate shall be attached.

ix) The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

Signature
(Authorised Signatory)

Annexure – 5b

COCHIN PORT AUTHORITY

Monitoring ambient air quality and noise level monitoring for a period of three years (2 years extendable)

DETAILS OF PAST EXPERIENCE OF CONTRACTORS FOR SIMILAR WORKS

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

Note: Bidder to enclose Completion Certificate issued by the Owner, in original or its copy, certified by a Notary Public or equivalent certifying authority.

SIGNATURE OF TENDERER

Annexure-6

COCHIN PORT AUTHORITY
Monitoring ambient air quality and noise level monitoring for a period of three years (2 years extendable)

FINANCIAL CAPABLITY

(A) Average Annual Turnover of the Bidder

Turnover (Rs.)			
Year 1 **2022-23**	**Year 2** **2023-24**	**Year 3** **2024-25**	**Average**

Instructions:

(i). The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements as required under this Bid Document.

(ii). Annual Turnover of the bidder shall be submitted duly verified by Charted Accountant or Competent Authority.

Certified by Chartered Accountant

Signature
(Authorized Signatory)

Annexure – 7

COCHIN PORT AUTHORITY

Monitoring ambient air quality and noise level monitoring for a period of three years (2 years extendable)

DECLARATION

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

No conditions are incorporated in the Price Bid. In case any conditions are specified in the Price Bid, the tender will be rejected summarily without making any further reference to the bidder.

We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.

We disclose with that we have ***** made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.

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

SIGNATURE OF TENDERER

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

Annexure -8

FORMAT FOR FURNISHING BANK INFORMATION

FOR e-PAYMENT

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

Signature of Tenderer with seal

APPENDIX – I

MOEF LIST OF 71 BIDDERS



National Accreditation Board for Testing and Calibration Laboratories

List of Testing Laboratories, Calibration Laboratories, Medical Laboratories & PTP whose accreditation cycle has been extended (As on 04-09-2026)

S No.	Lab ID	Name of the CAB & City of the CAB	Certificate No.	Discipline	Issue Date	Valid Upto	Validity Extended Upto
1	C-0047	Test Equipment Support, Bharat Electronics Ltd., Ghaziabad	CC-2800	Electro-technical	06-08-2024	05-08-2026	05-09-2026
2	C-1840	Krestcal Instruments Technologies Private Limited, Pune	CC-3475	Mechanical Thermal	01-09-2024	31-08-2026	10-09-2026
3	C-0188	Transcal Technologies LLP, Bengaluru	CC-2231	Electro-Technical Mechanical Thermal Fluid Flow Optical Medical Devices	14-06-2024	13-06-2026	13-09-2026
4	C-1078	Apex Quality Certification Services Pvt. Ltd., Jaipur	CC-2298	Mechanical Medical Devices Thermal	01-08-2024	31-07-2026	30-09-2026
5	C-0939	Sarvashree Calibration Private Limited, Bangalore	CC-2291	Electro-Technical Mechanical Thermal Optical	06-08-2024	05-08-2026	05-10-2026
6	T-10547	Interstellar Testing Centre Pvt. Ltd., Panchkula	TC-14896	Biological Chemical Mechanical Non-Destructive Testing	14-11-2024	04-06-2026	04-09-2026
7	T-4726	Shukra Laboratories, Ahmedabad	TC-8566	Biological Chemical	05-07-2024	04-07-2026	04-09-2026
8	T-4541	Crescent Foundry Co Pvt Ltd, Howrah	TC-8287	Chemical Mechanical	20-07-2024	19-07-2026	04-09-2026
9	T-1819	A. D. Electrosteel Co. Pvt. Ltd (Testing Laboratory), Howrah	TC-14338	Chemical Mechanical	22-08-2024	21-08-2026	05-09-2026
10	T-7073	Omshiva Test House Private Limited, Patna	TC-14251	Biological Chemical	09-08-2024	08-08-2026	08-09-2026
11	T-9050	Environmental Engineering Laboratory Division, R&C Environment Lab, Chennai	TC-13855	Chemical	11-06-2024	10-06-2026	10-09-2026
12	T-9847	PMRCPL Laboratory, Dhanbad	TC-14393	Chemical	02-09-2024	01-09-2026	10-09-2026
13	T-11910	Ayurka Research Lab LLP, New Delhi	TC-16810	Chemical	17-09-2025	22-08-2026	10-09-2026
14	T-4738	Central Excise and Customs Laboratory, Vadodara	TC-8442	Chemical Biological Forensic	12-04-2024	11-04-2026	11-09-2026
15	T-1195	Monarch Nuclear Counting Laboratory (A Unit of Monarch Biotech Pvt. Ltd.), Chennai	TC-6206	Chemical Biological Radiological	13-06-2024	12-06-2026	12-09-2026
16	T-9310	DRS Testing Technologies Private Limited, Gurgaon	TC-13885	Chemical Mechanical Non-destructive Testing	14-06-2024	13-06-2026	13-09-2026
17	T-9848	Aaditya Environet LLP, Raipur	TC-14302	Chemical	14-08-2024	13-08-2026	13-09-2026
18	T-9838	State Fertilizer Quality Control Laboratory, Jodhpur	TC-14297	Chemical	14-08-2024	13-08-2026	13-09-2026
19	T-1366	Calcutta Metal Testing Laboratory, Howrah	TC-14286	Chemical Mechanical Non-destructive Testing	24-09-2024	13-08-2026	13-09-2026
20	T-1349	Chennai Testing Laboratory Private Limited, Chennai	TC-14314	Chemical Biological	19-08-2024	18-08-2026	18-09-2026
21	T-6001	Chemical Laboratory, Geological Survey of India, Chennai	TC-14317	Chemical	19-08-2024	18-08-2026	18-09-2026
22	T-9503	Quality Control Laboratory, R. M. Phosphates and Chemicals Pvt. Ltd., Dhule	TC-13910	Chemical	20-06-2024	19-06-2026	19-09-2026
23	T-4254	International Testing Centre, MSME-Technology Development Centre (PPDC), Meerut	TC-13894	Chemical Mechanical	20-06-2024	19-06-2026	19-09-2026
24	T-7323	State Public Health Laboratory, Assam	TC-10845	Chemical	20-07-2024	19-07-2026	19-09-2026
25	T-9757	Dar Geo-Engineering Private Limited, Bhopal	TC-14184	Mechanical	29-07-2024	28-07-2026	19-09-2026
26	T-7103	Jindal Saw Limited - Sinnar, Testing Laboratory, Sinnar	TC-10843	Chemical Mechanical	20-07-2024	19-07-2026	19-09-2026

List of Testing Laboratories, Calibration Laboratories, Medical Laboratories & PTP whose accreditation cycle has been extended (As on 04-09-2026)

S No.	Lab ID	Name of the CAB & City of the CAB	Certificate No.	Discipline	Issue Date	Valid Upto	Validity Extended Upto
27	T-3711	National High Power Test Laboratory Pvt. Ltd., Bina-Etawa	TC-14331	Electrical	21-08-2024	20-08-2026	20-09-2026
28	T-6725	IAC Electricals Private Limited (Testing Laboratory), Howrah	TC-14339	Chemical Electrical Mechanical	22-08-2024	21-08-2026	21-09-2026
29	T-4885	ALS Testing Services India Pvt. Ltd., Bengaluru	TC-8617	Chemical Biological Mechanical	26-06-2024	25-06-2026	25-09-2026
30	T-9685	Northeastern Handicrafts & Handloom Development Corporation Ltd., Guwahati	TC-14352	Chemical Mechanical	27-08-2024	26-08-2026	26-09-2026
31	T-1717	Anik The Industrial Development & Testing Laboratory (OPC) Private Limited, Howrah	TC-5240	Chemical Mechanical	28-08-2024	27-08-2026	27-09-2026
32	T-0178	Inspection Survey & Surveillance (I) Pvt. Ltd., Kolkata	TC-14383	Chemical Mechanical	29-08-2024	28-08-2026	28-09-2026
33	T-6845	Shree ATR Laboratory Services (OPC) Private Limited, Jalgaon	TC-14380	Biological Chemical	29-08-2024	28-08-2026	28-09-2026
34	T-6661	Accurate Research & Analytical Private Limited, Vapi	TC-10769	Biological Chemical	01-07-2024	30-06-2026	30-09-2026
35	T-9887	Fertilizer Control Laboratory, Madurai	TC-14392	Chemical	02-09-2024	01-09-2026	01-10-2026
36	T-0426	Standard Analytical Laboratory (ND) Pvt. Ltd., Delhi	TC-14047	Chemical Biological Mechanical	03-07-2024	02-07-2026	02-10-2026
37	T-0925	Eko Pro Engineers Pvt. Ltd., Ghaziabad	TC-4201	Biological Chemical Electrical Mechanical	06-02-2026	03-07-2026	03-10-2026
38	T-0108	Choksi Laboratories Limited, Indore	TC-6384	Chemical Biological Mechanical Radiological	06-07-2024	05-07-2026	05-10-2026
39	T-2573	Central Quality Assurance Laboratory, Rallis India Ltd., Bharuch	TC-14125	Chemical Mechanical	13-07-2024	12-07-2026	12-10-2026
40	T-9716	Centrix Engineering Solutions Private Limited, Pune	TC-14091	Mechanical	15-07-2024	14-07-2026	14-10-2026
41	T-3332	Nextron International Lab Private Limited, New Delhi	TC-14098	Electrical Electronics	16-07-2024	15-07-2026	15-10-2026
42	T-9749	Tyre Testing Laboratory, CEAT Limited, Halol	TC-14126	Mechanical	19-07-2024	18-07-2026	18-10-2026
43	T-9790	AWS Environmental Laboratory and Consultancy Services Private Limited, Pune	TC-14167	Chemical	25-07-2024	24-07-2026	24-10-2026
44	T-9634	Testing Laboratory (Khaitan Chemicals & Fertilizers Limited), Nimbahera	TC-14354	Chemical	27-08-2024	26-08-2026	26-10-2026
45	T-9774	Testing Laboratory, AVI-Oil India Private Limited, Faridabad	TC-14359	Chemical	27-08-2024	26-08-2026	26-10-2026
46	T-0449	Manisha Analytical Laboratories Pvt Ltd, Mumbai	TC-5947	Biological Chemical	29-07-2024	28-07-2026	28-10-2026
47	T-5211	State Central Public Health Laboratory, Jaipur	TC-8946	Chemical	04-08-2024	03-08-2026	03-11-2026
48	T-0902	Spectro Research Lab Ventures (P) Limited, Kanpur	TC-7845	Chemical Mechanical Non-destructive Testing	05-08-2024	04-08-2026	04-11-2026
49	T-0401	Pollucon Laboratories Pvt. Ltd., Surat	TC-14227	Chemical Biological	07-08-2024	06-08-2026	06-11-2026
50	T-9390	Quality Control Laboratory, Integrated Beekeeping Development Centre, Kurukshetra	TC-14236	Chemical	08-08-2024	07-08-2026	07-11-2026
51	T-7238	AQC Labs Private Limited, Indore	TC-10795	Chemical Biological	02-08-2024	11-07-2026	10-11-2026
52	T-9511	Shree MGS Consultancy Services LLP, Surat	TC-14282	Mechanical Non-destructive Testing	14-08-2024	13-08-2026	13-11-2026
53	T-1483	ITC Analytical Services, ITC Limited, Agri Business Division, Guntur	TC-5459	Biological Chemical	19-08-2024	18-08-2026	18-11-2026

List of Testing Laboratories, Calibration Laboratories, Medical Laboratories & PTP whose accreditation cycle has been extended (As on 04-09-2026)

S No.	Lab ID	Name of the CAB & City of the CAB	Certificate No.	Discipline	Issue Date	Valid Upto	Validity Extended Upto
54	T-6853	CSIR-Central Food Technological Research Institute, Mysore	TC-10924	Biological Chemical	23-08-2024	22-08-2026	22-11-2026
55	T-8738	AKGEC Skills Foundation Calibration & Testing Centre, Ghaziabad	TC-14355	Non-destructive testing	27-08-2024	26-08-2026	26-11-2026
56	T-1964	SMS Labs Services Private Limited, Chennai	TC-6118	Chemical Biological Mechanical	07-09-2024	06-09-2026	06-12-2026
57	T-10281	Fare Labs Private Limited Location 2, Gurgaon	TC-14511	Biological Chemical Mechanical Radiological	14-09-2024	13-09-2026	13-12-2026
58	M-5029	Ziagnosis, A Unit of Yolalita Healthcare Services Pvt. Ltd., New Delhi	MC-6586	Clinical Biochemistry Clinical Pathology Haematology	07-06-2024	06-06-2026	06-09-2026
59	M-1532	Department of Laboratory Services, R J Super Speciality Hospital, Bahadurgarh	MC-6715	Clinical Biochemistry Clinical Pathology Haematology	17-06-2026	09-08-2026	09-09-2026
60	M-0915	Department of Clinical Microbiology, Christian Medical College, Vellore	MC-6742	Microbiology & Infectious disease serology Molecular Testing	19-08-2024	18-08-2026	18-09-2026
61	M-0949	Southern Railway Headquarters Hospital, Department of Laboratory Medicine, Chennai	MC-6741	Clinical Biochemistry Clinical Pathology Cytopathology Haematology Histopathology Microbiology & Infectious disease serology	22-08-2025	18-08-2026	18-09-2026
62	M-2273	Prima Diagnostics, A Unit of Bhima Life Sciences LLP, Bengaluru	MC-3588	Clinical Biochemistry Clinical Pathology Haematology & Immunohaematology Microbiology & Infectious Disease Serology Molecular Diagnostics	26-08-2024	25-08-2026	25-09-2026
63	M-0040	Metropolis Healthcare Limited, Mumbai	MC-2139	Clinical Biochemistry Clinical Pathology Cytogenetics Cytopathology Flow Cytometry Haematology Histopathology Microbiology & Infectious disease serology Molecular Testing	06-06-2025	01-06-2026	01-10-2026
64	M-5130	ACTREC Diagnostic Services, Navi Mumbai	MC-6654	Clinical Biochemistry Clinical Pathology Cytogenetics Flow Cytometry Haematology Histopathology Microbiology & Infectious disease serology Molecular Testing	03-07-2024	02-07-2026	02-10-2026
65	M-3876	Redcliffe Lifetech Private Limited-Laboratory, Noida	MC-5280	Clinical Biochemistry Clinical Pathology Cytogenetics Cytopathology Haematology Histopathology Microbiology & Infectious disease serology Molecular Testing	11-06-2026	17-07-2026	17-10-2026
66	M-4796	Rajdhani Pathology Private Limited, Ranchi	MC-6747	Clinical Biochemistry	22-08-2024	21-08-2026	21-10-2026

List of Testing Laboratories, Calibration Laboratories, Medical Laboratories & PTP whose accreditation cycle has been extended (As on 04-09-2026)

S No.	Lab ID	Name of the CAB & City of the CAB	Certificate No.	Discipline	Issue Date	Valid Upto	Validity Extended Upto
67	M-5187	Mercury Diagnostics Centre (Department of Laboratory Services), Kolkata	MC-6761	Clinical Biochemistry	23-08-2024	22-08-2026	22-10-2026
68	M-5024	Metropolis Healthcare Limited, Coimbatore	MC-6767	Clinical Biochemistry Clinical Pathology Haematology Microbiology & Infectious disease serology	11-09-2025	26-08-2026	26-10-2026
69	M-4070	Glocare Labs Pvt. Ltd., Chennai	MC-5335	Clinical Biochemistry Clinical Pathology Haematology Microbiology & Infectious disease serology	23-10-2025	29-08-2026	29-10-2026
70	M-4062	Getwell Laboratory, Jaipur	MC-5301	Clinical Biochemistry Clinical Pathology Cytopathology Haematology Microbiology & Infectious disease serology	01-08-2024	31-07-2026	31-10-2026
71	P-0024	Indian Pharmacopoeia Commission - PT Division, Ghaziabad	PC-1012	Biological Testing Chemical Testing	25-08-2024	17-08-2026	06-09-2026

APPENDIX - II

National Electronic Fund Transfer (NEFT/RTGS) Mandate Form
(Mandate for receiving payments through NEFT/RTGS from COCHIN PORT AUTHORITY)

1	Vendor Name/Beneficiary Name	**COCHIN PORT AUTHORITY**
2	Vendor code	
3	**Permanent Account Number(PAN)**	**AAALC1134F**
4	**TANNO**	**CHNC04095A**
5	**GSTNO:**	**32AAALC1134F1ZZ**
6	Particulars of Bank Account	Savings Account
	A. Name of Bank	**STATE BANK OF INDIA**
	B. Name of Branch	Cochin Port Authority
	C. Branch Code	6367
	D. Address	CochinPortAuthority,WillingdonIsland-682009
	E. City Name	Cochin
	F. Telephone No	2582614
	G.NEFT/IFSC Code	**SBIN0006367**
	H. SWIFTCode:	**SBININBB**
	I. 9.digit MICR code on the Cheque book.	682002021
	J. Typeof Account	Savings Account
	K. Account No.	**41401802288**
5	Vendor Email-id	cash@cochinport.gov.in
6	Date of effect	01.01.2023

(Please enclose a photocopy of the Cancelled cheque to enable us to verify the details mentioned above)

Where by declare that the particulars given above are correct and complete. If the transaction is delayed or because of incomplete or incorrect information, we would not hold the company responsible lost

Sd/-

FINANCIAL ADVISER & CHIEF ACCOUNTS OFFICER

COCHIN PORT AUTHORITY

Bank Certificate

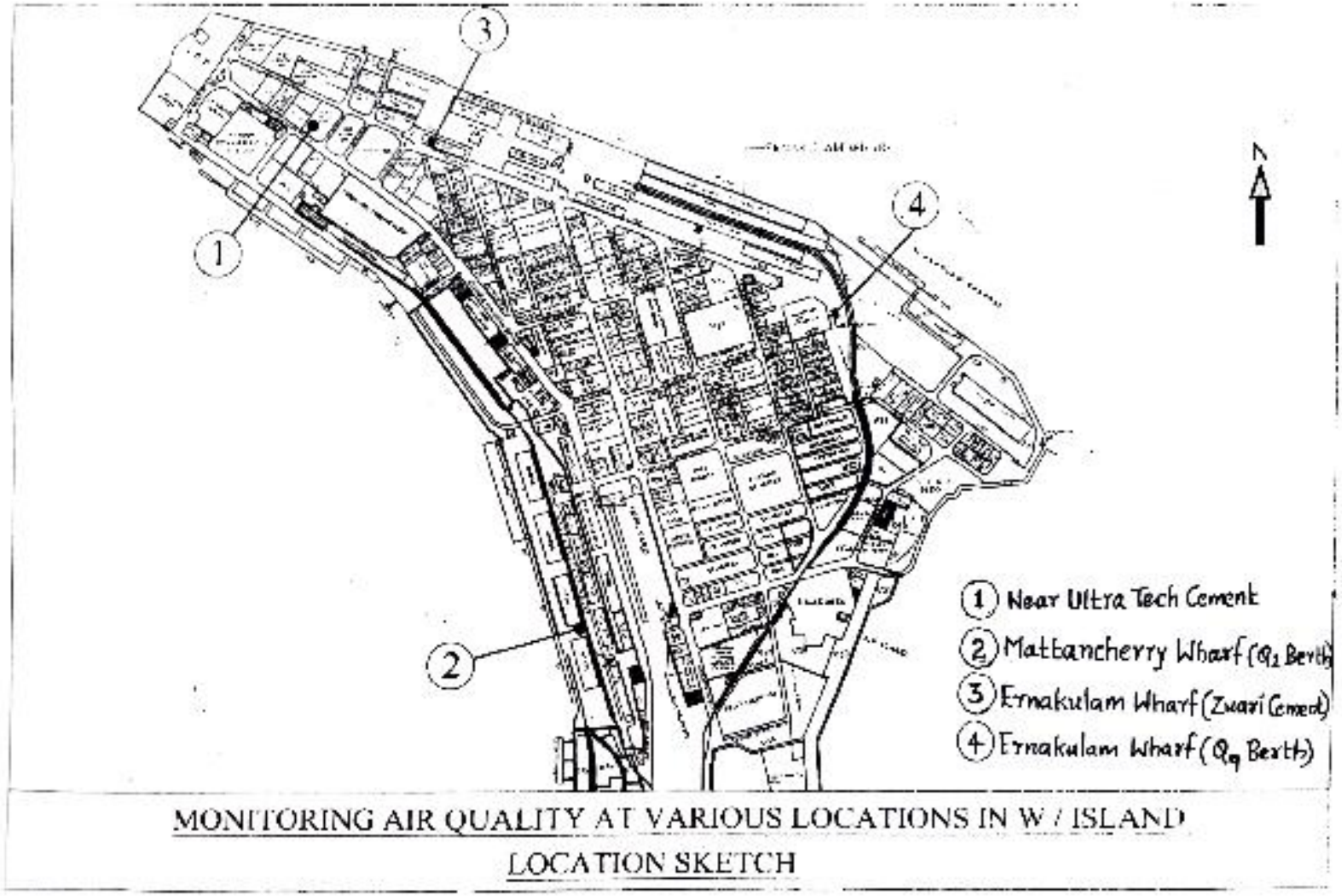
We certify that_____has current account No_____with us and we

Confirm that the details given above are correct as per our records.

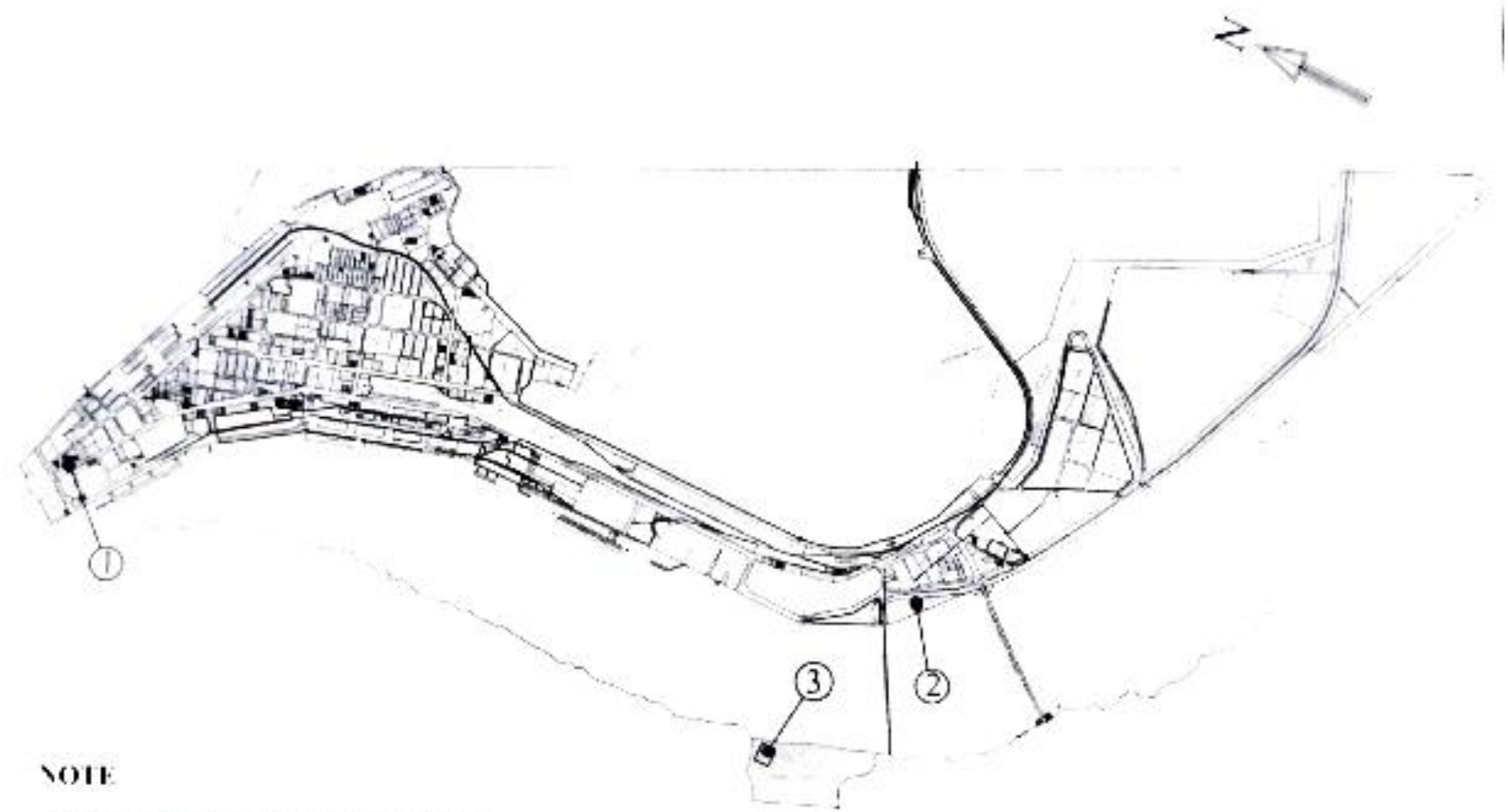
Date:

Place: Authorized Official of Bank

Drawing Showing Air Quality Monitoring Locations



Drawing Showing Noise Level Monitoring Locations



NOTE

1. NOISE LEVEL MONITORING LOCATIONS
   1. CO - OPERATIVE SOCIETY AND CANTEEN BUILDING, NORTH END AREA
   2. NIRMITEE BUILDING AT SER AREA
   3. DORMITORY BUILDING AT CFRI

SECTION – II

OCHIN PORT AUTHORITY

GENERAL CONDITIONS OF CONTRACT

JANUARY 2016

GENERAL CONDITIONS OF CONTRACT

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GENERAL GUIDELINES

1. This book of "General Conditions of Contract (GCC)" is applicable to both types of tenders i.e. "Percentage rate tenders and item rate tenders".

2. This GCC is applicable to Civil, Electrical and Mechanical works, except dredging work.

3. All blanks are confined to Contract Data. The blanks provided therein shall be filled up carefully for each tender as applicable.

4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in Contract Data before issue of tender document.

5. Additional clauses or modifications to the clauses in the GCC, as applicable specifically to the work shall be incorporated under Special Conditions of Contract.

*****

GENERAL CONDITIONS OF CONTRACT

A. General

1 Definitions

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

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

Compensation Events are those defined in Clause 44

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Plant is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

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

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

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

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

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

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

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

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

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

2. Interpretation

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

2.2 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).

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

(1) Agreement

(2) Letter of Acceptance and notice to proceed with works

(3) Contractor’s Bid

(4) Contract Data

(5) Conditions of Contract including Special Conditions of Contract

(6) Specifications

(7) Drawings

(8) Bill of quantities and

(9) Any other documents listed in the Contract Data as forming part of the Contract.

3 Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4 Engineer or his nominee's Decisions

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

5 Delegation

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

6 Communications

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

7. Contract Agreement

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

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

8 Subcontracting

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

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

If any Sub-Contractor engaged upon the works at the site executes any work, which in the opinion of the Engineer or his nominee is not in accordance with the Contract condition, written notice may be given to the Contractor requesting him to terminate such sub contract and the Contractor**,** upon receipt of such notice shall terminate such sub contract and the said Sub Contractor shall forthwith leave the works, failing which the Employer shall have right to remove such Sub Contractors from site. No action taken by the Employer under this clause shall relieve the Contractor of any of his liabilities under the contract or give rise to any compensation, extension of time or otherwise.

8.2 **Other Contractors**

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

9 Personnel

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

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

10 Employer's and Contractor's Risks

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

11 Employer's Risks

11.1 The Employers risks are

(a) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(b) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

(c) any operation of the forces of nature (in sofar as it occurs on the Site) which an experienced Contractor:

(i) could not have reasonably foreseen, or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

(A) prevent loss or damage to physical property from occurring by taking appropriate measures, or

(B) insure against.

12 Contractor's Risks

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

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

13 Insurance

13.1 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the

amounts and deductibles stated in the Contract Data for the following events which are due to the Contractors risks.

a) loss of or damage to the Works, Plant and Materials

b) loss of or damage to Equipment;

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

d) personal injury or death.

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

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

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

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

14 Site Investigation Reports

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

15 Queries about the Contract Data

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

16 Contractor to Construct the Works

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

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

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

17 The Works to Be Completed by the Intended Completion Date

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

18 Approval by the Engineer or his nominee

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

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

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

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

19 Safety

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

20 Discoveries

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

21 Possession of the Site

21.1 The Employer shall give 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.

22 Access to the Site

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

23 Instructions

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

24 Disputes

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

25. Settlement of Disputes & Arbitration

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:-

i) 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 a period of one month from the receipt of the Contractor's letter.

If the Engineer fails to give his instructions or decision in writing within the aforesaid

period or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may, within 15 days of the receipt of Engineer's decision, appeal to the Chairman who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision, the Contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman for appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of Sub-Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Employer or his authorized representative. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

It is also a term of this contract that no person other than a person appointed by the Employer or his authorized representative as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

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.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

26. Computerised Measurement Book

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

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

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

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

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

The final, fair, computerized measurement book given by the Contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The Contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

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

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

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the Specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Contractor shall give not less than seven days' notice to the Engineer or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

B. TIME CONTROL

27. Program

27.1 Within the time stated in the Contract Data the Contractor shall submit to the

Engineer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

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

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

28. Revised Program

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

29. Extension of the Intended Completion Date

29.1 The Engineer or his nominee shall extend the Intended Completion Date if a 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.

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

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

30. Delays Ordered by the Engineer or his nominee

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

31. Management Meetings

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

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

32. Early Warning

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

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

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

i) force majeure, or

ii) abnormally bad weather, or

iii) serious loss or damage by fire, or

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

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

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

33. Force Majeure

"Force Majeure" means an exceptional event or circumstance:

(a) which is beyond a Party's control,

(b) which such Party could not reasonably have provided against before entering into the Contract,

(c) which, having arisen, such Party could not reasonably have avoided or overcome, and

(d) which is not substantially attributable to the other Party.

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

(i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;

(ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;

(iii) ionozing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

(v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Sub Contractors and arising from the conduct of the Works;

(vi) floods, tornadoes, earthquakes and landslides.

C. QUALITY CONTROL

34. Identify Defects

34.1 The Engineer or his nominee shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Engineer or his nominee may instruct the

Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

35. Tests

35.1 If the Engineer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and if the test shows that it has defect, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

36. Defect Liability

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

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

(a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate within the date to be intimated by the Engineer and

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

36.3 **Cost of Remedying Defects**

All work referred to in Sub-Clause 36.2 shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

(a) The use of materials, Plant or workmanship not in accordance with the Contract, or

(b) Where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

36.4 **Defects Liability Certificate**

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

36.5 **Unfulfilled Obligations**

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

36.6 **Uncorrected Defects**.

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

D. COST CONTROL

37. Bill of Quantities

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

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

38. Changes in the Quantities

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

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

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

39. Variations

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

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

(b) omit any such work,

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

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

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

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

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

39.2 **Instructions for Variations**

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

40. Payments for Variations

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

intention to claim extra payment or a varied rate or price, or (b) by the Employer to the Contractor of his intention to vary rate or price.

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

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

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

iii) Market rates of materials and labor, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractor.

40.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation shall be as determined by methods given below:

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

ii) Market rates of material and labor, hire charges of plant and machinery used plus 10%for overheads and profits of Contractor.

whichever is lower, but not less than the rate in the Bill of Quantities

40.4 If there is delay in the Employer and the Contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

40.5 If the Engineer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

41. Cash flow forecasts

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

42. Payment Certificates

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

42.2 The Engineer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51.6 of the Contract Data (Secured Advance).

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

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

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

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

43. Payments

43.1 Bills shall be prepared and submitted by the Contractor. Joint measurements shall be

taken continuously and need not be connected with billing stage. System of 4 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.

43.2 Payment of Bills for civil works shall be regulated as detailed hereunder:

43.2.1 Interim Bills shall be paid within 21 days of date of submission of bills in full shape by the Contractor. 75% of the bill amount shall be paid within 7 days of submission of the bill, if on request by the Contractor. Balance amount of the verified bill shall be paid within 21 days of the submission of the bill.

43.2.2 Final Bill shall be paid within 3 months as detailed below on issue of Taking Over Certificate by the Engineer or his nominee. The Contractor shall submit final Bill within 30 days of issue of Taking Over Certificate. Engineer or his nominee shall check the bill within 30 days after its receipt and return the bill to Contractor for corrections, if any. The Contractor should re-submit the bill with corrections within 15 days of its return by the Engineer or his nominee. The re-submitted bill shall be checked and paid within 30 days of its receipt.

43.3 Payment for Electrical and Mechanical works shall be regulated as detailed below:

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

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

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

2) For erection portion :

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

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

43.3.2 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.

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

43.5 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.

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

43.7 If an amount certified is increased in a later certificate as a result of an award by the Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in the award. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

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

44 Compensation Events

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

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

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

(c) The Engineer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(d) The Engineer or his nominee instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(e) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.

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

(g) 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.

(h) The effect on the Contractor of any of the Employer's Risks.

(i) Any other Compensation Events listed in the Contract Data or mentioned in the contract.

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

44.2 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.

44.3 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.

45. Rates for items to be inclusive of Taxes

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales tax and other taxes, but excluding service tax that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence.

Service Tax shall be claimed by the Contractor in the invoice except for those services which are covered under Negative list of Services under section 66D of the Finance Act and Mega Exemption Notification No 25/2012-ST dated 20.06.2012.The rate of Service Tax shall be as per the provisions of Point of Taxation Rules, 2011 and value on which service tax to be applied shall be as per the provisions of Service Tax (Determination of Valuation Rules),2006. Where the contractor is an individual, HUF, Partnership firm or Association of Person, Service Tax shall be claimed under Reverse Charge Mechanism.

46. Currencies

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

7. **Price Adjustment**.

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

47.1.A 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 Supplier's local delivery point and shall not include cost of loading to Contractor's vehicle, transporting to work site and unloading and stacking at work site.

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

47.2 **Subsequent Legislation**

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

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

48. Retention

48.1 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.

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

48.3 No retention money shall be deducted for Electrical and Mechanical works.

49. Liquidated Damages

49A In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of half per cent (½%) of the contract price per week of delay, subject to a maximum of 10 per cent of the contract price. The amount of Liquidated damages can be adjusted or set-off against any sum payable to the Contractor.

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

49A(ii)The Employer, if not satisfied that the works can be completed by the Contractor, and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

49A(iii)The Employer, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

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

49B **Reduction of Liquidated Damages**

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

50. Nominated Sub Contractors

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

Contractors".

51. Advance payment

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

51.1 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.

51.2 Construction/ installation 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).

51.3 Mobilisation Advance and Construction Equipment Advance shall be paid at 14% interest rate and against Bank Guarantee for Mobilisation Advance and against hypothecation of Construction Equipment to the Employer.

51.4 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.

51.5 The above advance payments shall be admissible only for the works where estimated cost put to tender is more than Rs. 5.0 crores.

51.6 **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 but which have not at the time of advance been incorporated in the works. When 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.

52. Securities

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

a) Performance Security to be submitted at award of the work

b) Retention Money to be recovered from Running Bills as detailed in Clause 48 above.

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.

52.2**PerformanceSecurity** shall be as below:

a) For civil works : 5% of the Contract value

b) For all Electrical and Mechanical works : 10% of the Contract value

52.3 The Performance Security shall be provided by the Contractor to the Employer not later than 21 days for domestic bids and 28 days for international bids from the date of letter of acceptance and shall be furnished in one of the following forms:

i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank.

ii) An irrevocable Bank Guarantee(BG) enforceable and encashable at Cochin, drawn from any scheduled bank operating in India as per the proforma.

52.4 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 period stipulated as per the terms of the contract.

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

52.6 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.

53. Removal of Craft or Plant which has sunk

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

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 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.

54. Cost of Repairs

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

E. FINISHING THE CONTRACT

55. Completion

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

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

55.2 **Substantial Completion of Parts**

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

55.3 **Surfaces Requiring Reinstatement**

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

56. Taking Over

56.1 The Engineer or his nominee shall take over the Site and the Works withinsevendaysof the Engineer or his nominee issuing a certificate of Completion.

56.2 **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.

56.3 **Taking Over of Sections or Parts**

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

(a) any Section in respect of which a separate Time for Completion is provided in the Contract Data , or

(b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or

(c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

57. Final Account

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

58. Submission of 'As built Drawings'

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

59 Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorised by the Engineer or his nominee:

(b) the Engineer or his nominee instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.

(c) the Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.

(d) a payment certified by the Engineer or his nominee is not paid by the Employer to the Contractor within 50 days of the date of the Engineer or his nominee's certificate:

(e) the Engineer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer or his nominee.

(f) the Contractor does not maintain a security which is required.

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

(i) the Contractor threatens or misbehaves with or physical attack on any of the employee / officer of the Port

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

59.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 59.2 above, the Employershall decide whether the breach is fundamental or not.

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

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

60. Payment upon Termination

60.1 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.

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

61. Property

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

62. Release from Performance

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

F. LABOUR LAWS AND MISCELLANEOUS CLAUSES

63. Labour

63.1 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.

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

64. Compliance with labour regulations.

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

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

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

65. Safety, Security and Protection of the Environment.

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

a) In connection with the sea or any harbours, docks, rivers, streams waterways drains, watercourses, lakes, reservoirs and the like to prevent:

(i) Silting

(ii) Erosion of their beds or balks

(iii) Pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.

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

(i) Any interference with the supply to or abstraction from such sources

(ii) Pollution of the water so as to affect adversely the quality thereof.

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

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

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

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

66. Insurance of Works and Contractor's Equipment

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

67. War Risks Insurance

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

names of the Employer and the Contractor.

68. 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 MDPB issued.

69. Transport of Contractor's Equipment or Temporary Works

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

70. Transport of Materials or Plant

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

71. Labour Laws & Regulations

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bye-laws including all statutory amendments and re-enactment of State or Central Govt. and other local authorities and any other enactments and act that may be passed in future either by the State or the Central Govt. or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation And Abolition) Act 1970 and Equal Remuneration Act 1976, Employees' State Insurance Act, 1948, Factories Act, Minimum Wages Act, Provident Fund Regulations. Employees' Provident Fund Act and schemes made under the same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits and shall keep the Employer indemnified in case any action is commenced for contravention by the Contractor. If the Employer is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated here-forth on the part of the Contractor, the Engineer shall have the right to recover from the Contractor any sum required estimated to be required for making good the loss or damage suffered by the Employer. The Contract shall maintain the records prescribed under ESI Regulations & EPF scheme and make the contribution towards ESI and EPF in respect of persons employed by Contractor. The Contractor shall also make available such records for inspection by ESI Inspector and EPF organization during the inspection and furnish copies of all such records to the Employer regularly.

71.1. **Accident Prevention Officer**

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

71.2 **Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any

unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of Persons and property in the neighborhood of the Works from the same.

71.3 **Health and Safety**

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

71.4 **Supply of Water**

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

71.5 **Alcoholic Liquor or Drugs**

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

71.6 **Arms and Ammunition**

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

71.7 **Festivals and Religious Customs**

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

71.8 **Epidemics**

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

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

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

71.10 **Housing for Labour**

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

71.11 **Fair Wages, Records, Inspection**

The Contractor shall pay the labourers engaged by him on the work not less than a fair wage which expression shall mean whether for time or piecework the respective

rates of wages as notified under the provisions of the Minimum Wages Act from time to time.

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

71.12 **Reporting of Accidents**

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

71.13 **Observance by Sub-Contractors**

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

71.14 **Port Entry Permission**

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his labours and the staffs engaged in the works.

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

71.15 **Site - Protected Area**

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

72. Life Saving Appliances and First Aid

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

73. Action in case Work not done as per Specifications

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

If it shall appear to the Engineer or his nominee or his authorised subordinates in charge of

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

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

74. Action where no Specifications are specified

In the case of any class of work for which there are no such specifications as referred to in Clause 16, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per 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.

75. Bribes

75.1 If the Contractor, or any of his Sub Contractors, agents or servants gives or offers to give to any person any bribe, gift, gratification or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the works and terminate the employment of the Contractor and the provisions of Clause 59 hereof shall apply as if such entry and termination had been made pursuant to that Clause.

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

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

76. Details to be Confidential

76.1 The Contractor shall treat the details of the contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper of 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.

77. Contractor's Temporary works, office etc

77.1 The Contractor shall submit to the Engineer for his approval not less than 15 days before commencement of erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary works such as office,

store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of Engineer or his nominee. These temporary works, office, store etc. shall be erected at or near the work area subject to approval of the Employer and the land space for the same will be allotted free of ground rent to the extent available. The Contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as Cochin Port Authority, Police, Customs, etc. would be complied with.

77.2 **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.

78. Water Supply

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

79. Power Supply

79.1 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.

79.2 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.

79.3 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.

79.4 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.

80. Taxes and Duties

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

80.2 **Sales / Turnover Tax on Works Contract**

Deduction of Sales/Turnover tax on works Contract shall be made by the Employer from each certificate of payment to the Contractor at the rate applicable for such Contractors, as TDS or such other rates as may be specified by the State Government from time to time. TDS certificates will be issued to the Contractor which he may produce before the Tax Authority for adjustment against his tax liability as per assessment.

80.3 **Income Tax**

The Contractor and his staff shall be responsible for payment of all personal income

taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment.

81. Noise and Disturbance

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

82. Safety Code

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

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

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

(ii) Suitable and strong scaffolds should be provided for the workmen for all work that cannot be safely done from ground.

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

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

(v) The excavated material shall no be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavation shall be provided with necessary fencing to lighting. Every opening in the floor of a building or in a working platform be provided with suitable fence to prevent the fall of persons or materials. No floor, roof or other parts of the structure shall be so overloaded with debris or materials as to render it unsafe.

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

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

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

83. Port Rules

83.1 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.

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

83.3 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.

84. Execution of work

84.1 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.

84.2 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.

84.3 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.

85. Drawings & Designs

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

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

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

connection with the execution of the altered/ modified or Sub Contractor's work.

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

86. Monsoon Period

86.1 Normally Monsoon period will be reckoned from 1st June to 30th September.

87. Reports

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

87.1 **Daily reports**

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

87.2 **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 7days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.

Each report shall include:

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

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

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

i. Commencement of manufacture,

ii. Contractor's/ Engineer's inspections,

iii. Tests,

iv. Shipment and arrival at the Site;

d) Copies of quality assurance documents, test results and certificates of Materials;

e) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

f) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion In accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

88. Completion Documents

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

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

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

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

iv) Certificates of tests performed for various works.

v) "As Built" Drawings.

89. 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

90. Indemnities

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

(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and

(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:

(i) arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, and

(ii) is attributable to any negligence, willful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

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

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

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

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

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) payment of P.F accumulation on retirement/death etc.

The employees employed by the Contractor for the work of Port 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

(d) Maternity Benefit Act 1951:-The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.

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

(f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.

(g) Payment of Wages Act 1936:-It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979:-The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of As per the provision of the Act and amendment issued from time to time. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

(j) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back,

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

(l) ESI Act, 1948:-

(i). As per the Govt. Notification dt. 20.7.09, Cochin Port Authority has registered under the ESI Act with ESI Corporation and provision of ESI Act, 1948 are applicable to contract/casual employees drawing wages/Salary upto Rs.15,000/- per month and working in Cochin Port Authority . Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs. 15,000/-per month employed either directly by Port 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 21st of the following month, to which the salary relates.

(ii). In case the Contractor employs more than 20 employees, they should register their name with ESI scheme as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 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 21st of following month to which the salary relates and acknowledgment for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgement of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

(iii). In case the contractor employs less than 20 employees, the list of employees' name, their father's name, identification proof, one passport photo shall be submitted to the Port. 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 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Cochin Port Authority) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. Any delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

(iv). As per the above Government Notification i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

ii) in case they are covered under ESI Act, they have to furnish the details of registration.

CONTRACT DATA

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

Sl. No.	Description	Reference Cl.No.
1	*The following documents are also part of the Contract*	
	The Schedule of other Contractors i) ii)	(8.2)
	The Schedule of Key personnel i) ii	(9)
2	The Employer is	(1)
	The Board of Major Port Authorities, **Cochin Port Authority,** **Cochin -**	
	Name of Authorized Representative:	
	Name : Shri / Smt……. ***[INSERT NAME]*** The Chairman, Cochin Port Authority Cochin -9	
3	The Engineer is	
	Name : Shri [INSERT NAME] Chief Engineer/Chief Mechanical Engineer Cochin Port Authority, Cochin-9	
	Name of Nominee is	
	Name : Shri**…….** ***[INSERT NAME]*** ***[INSERT DESIGNATION OF THE OFFICER]*** **Cochin Port Authority** **Cochin-9**	
4	Name of Contract :- **[INSERT TITLE OF WORK]** **Tender no:** ***[INSERT TENDER NO.]***	(1)

<table>
<tr><th>Sl. No.</th><th>Description</th><th>Reference Cl.No.</th></tr>
<tr><td>5</td><td>……..[INSERT NUMBER] copies of Contract Agreement shall be furnished by the Contractor</td><td>[7.1]</td></tr>
<tr><td>6</td><td>Tender document and other data are available at …….. [INSERT ADDRESS OF OFFICE]</td><td>(7.2)</td></tr>
<tr><td>7</td><td>The Intended completion Date for the whole of the Work is [INSERT CONTRACT PERIOD] Months / Days with the following milestones:</td><td>(17,28)</td></tr>
<tr><td>8</td><td>Milestone dates:<table><tr><th>Physical works to be completed</th><th>Period from the date of receipt of LoA to proceed with the work</th></tr><tr><td></td><td></td></tr></table></td><td></td></tr>
<tr><td>9</td><td>The following shall form part of the Contract Document:
(1) Form of Agreement
(2) Letter of Acceptance
(3) Contractor’s Bid
(4) Contract Data
(5) Conditions of Contract including Special Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other documents listed in the Contract Data as forming part of the Contract.
(10) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).</td><td>(2.3)</td></tr>
<tr><td>10</td><td>The Contractor shall submit a Program for the Works within ---- days [INSERT PERIOD] of date of the Letter of Acceptance.</td><td>(27)</td></tr>
<tr><td>11</td><td>The site possession date
The site will be handed over within ……days [INSERT PERIOD] after issue of LoA and the site is free from encumbrances.</td><td>(21)</td></tr>
<tr><td>12</td><td>The start date shall be …… days [INSERT PERIOD]from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.</td><td>(1)</td></tr>
</table>

Sl. No.	Description	Reference Cl.No.
13	The site is located **at ……** **Shown in** drawing no. **……..**	
14	The Defects Liability Period is ……. ***[INSERT PERIOD AS APPLICABLE]***	(35)
15	The minimum insurance cover for physical property, injury and death is **Rs. ……..lakhs (Rupees ……lakhs)*[INSERT AMOUNT]***per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	**(13)**
16	The following events shall also be Compensation Events: **(Add the events as applicable to the Contractor)** 1.	(44)
17	The period between Programme updates shall be 30 days.	(27)
18	The amount to be withheld for late submission of an updated Programme shall be Rs. …….. **[INDICATE THE AMOUNT]**	(27)
19	The language of the Contract documents is **English.**	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is **Indian Rupees.**	(46)
22	The proportion of payments retained (retention money) shall be 5% from each bill subject to a maximum of 5% of the contract price.	(48)
23	The maximum amount of liquidated damages for the whole of the works is **10%** of the contract price.	[49]
24	The amounts of the advance payments :	[51]
	The advance payments as applicable to the contract are: ***[INSERT AS APPLICABLE]*** 1. …….…… 2. …….	,ik,
25	Repayment of advance payment for mobilization : **[INSERT ANY SPECIAL CONDITIONS]**	[51]
26	Repayment of advance payment for Construction and equipment:	[51]

Sl. No.	Description	Reference Cl.No.
	[INSERT ANY SPECIAL CONDITIONS]	
27	Repayment of secured advance: **[INSERT ANY SPECIAL CONDITIONS]**	
28	The date by which "as-built" drawings are required is within 90 days of issue of certificate of completion of whole or section of the work, as the case may be.	(58)
29	The amount to be withheld for failing to supply "as built" drawings and/or operating and maintenance manuals by the date required is Rs……. **[INDICATE THE AMOUNT]**	(58)
30	Schedule of Rates Applicable: DSR……. + ….%	
31	Base Rate for materials to be considered for price variation (i) Cement consumed for various items of work : Rs. ……per tonne (ii) Reinforcement steel used under various items :Rs …….. per tonne (iii) Structural Steel used under various items: Rs. …….. per tonne (iv) Bitumen under various items in : Rs…….. per tonne (v) Bitumen emulsion (MS &RS) under various items in : Rs…….. per tonne **[STRIKE OFF AS APPLICABLE]**	**(47)**
32	Permissible wastage on theoretical quantities of (b) Cement : 2% (b) Steel Reinforcement and structural steel sections for each diameter, section and category : 5.99 % (d) Bitumen/Bitumen emulsion : 2.5%	**(47)**

nnexure –A

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

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

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

In consideration of the Board of Major Port Authority of the Port of ***[insert name of Port]*** constituted under the Major Port Authority Act 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of major Port Authority of the Port of ***[insert name of Port]***, its successors and assigns) having agreed to exempt _____ (hereinafter called the "Contractor")'

(Name of the Contractor/s)

from the demand under the terms and conditions of the Contract, vide _____ 's letter No._____

(Name of the Department)

date _____ made between the Contractors and the Board for execution of _____ covered under Tender No._____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs._____ (Rupees_____) only we, the (Name of the Bank and Address) _____ _____ (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____ (Rupees _____) only against any loss or damage caused to or suffered 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, _____, _____, do hereby

(Name of Bank) (Name of Branch)

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

3. We, _____(Name of Bank and Branch)_____, undertake to pay to the

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

4. We, _____(Name of Bank and Branch) further agree with the Board that the guarantee herein

contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

_____

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board

(Name of Bank and Branch)

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

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

7. It is also hereby agreed that the Courts in ***[insert city]*** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

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

9. Notwithstanding anything contained herein :

a) Our liability under this Bank Guarantee shall not exceed Rs._____

(Rupees _____ only);

b) this Bank Guarantee shall be valid upto ___*_____; and

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

Date _____ day of _____ 20

For (Name of Bank)

(Name) Signature

* The date will be thirty (30)days after the end of the period of Defect Liability as specified in the Contract.