



**COCHIN PORT TRUST**

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**TENDER DOCUMENT FOR**

Supply, Installation, Testing and Commissioning of Vertical Turbine Jockey Pump, Auto Pump Selection Control System, Pressure Switches System and Interconnection with the existing Starter Panel and Engine Control Panel at GoI Jetty, at Cochin Port.

**(TECHNICAL BID)**

**(Custom Bid through GeM Portal)**

**OFFICE OF THE CHIEF MECHANICAL ENGINEER,  
COCHIN PORT TRUST,  
COCHIN, 682009.**

## COCHIN PORT TRUST

Office of the Chief Mechanical Engineer,  
Cochin Port Trust,  
W/Island, Cochin, 682009, KERALA  
Tele: 91-0484-2666639/0484-2582300  
website: [www.cochinport.gov.in](http://www.cochinport.gov.in)



### NOTICE INVITING TENDER

1. Tenders are invited through GeM portal in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], by the Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin-682009 from reputed firms meeting the Minimum Qualification Criteria specified below for *the Supply, Installation, Testing and Commissioning of Vertical Turbine Jockey Pump, Auto Pump Selection Control System, Pressure Switches System and Interconnection with the existing Starter Panel and Engine Control Panel at GoI Jetty, Cochin Port.*
2. **Minimum Qualification Criteria (MQC):** Tenderer shall fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:
  - 2.1. Experience: The tenderer should have successfully completed similar works during the last seven years ending 31-12-2021 to the Government Organizations / Private Organizations as follows:
    - 2.1.1. Three similar completed works each costing not less than **Rs. 10,00,000/-** OR
    - 2.1.2. Two similar completed works each costing not less than **Rs. 12,50,000/-** OR
    - 2.1.3. One similar completed work costing not less than **Rs. 20,00,000/-**.
  - 2.2. Similar Works means Supply and installation of Firefighting pumps and accessories.
  - 2.3. List of documents to be furnished to establish MQC stated at 2.1. above:
    - 2.3.1. Copies of work orders and completion certificate for having satisfactorily supplied, installed and commissioned Firefighting pumps and accessories with work order number and value of the item(s).
  - 2.4. Financial Turnover
    - 2.4.1. Average Annual Financial Turnover of the tenderer during the last three financial years, ending 31<sup>st</sup> March, 2021 (viz. 2018-19, 2019-20 and 2020-21) shall not be less than **Rs.7,50,000/-**.
  - 2.5. Explanatory Notes:
    - 2.5.1. Following enhancement factors will be used for the costs of contracts executed for bringing the financial figures to a common base value in respect of the contracts completed in past years.

**Table 1.1**

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

- 2.5.2. Satisfactory execution of Supply and installation of Fire fighting pumps to private organizations will be considered for qualification, only on submission of TDS certificate.
- 2.5.3. Bidder should submit the following documents along with the tender to prove the MQC:

2.5.3.1. Self-attested /notarized copies of Work Order and Completion Certificate issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Annexure-1.

2.5.3.2. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years (viz. 2018-19, 2019-20 and 2020-21) and audited financial statements for the above three financial years.

**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.

4. Pertinent information to the tender is given in the following table.

**Table 1.2**

Sl. No.	Item	Details
1	Name of the items to be supplied	<b><i>Jockey pump and other Accessories.</i></b>
2	Employer	Cochin Port Trust
3	Employer's Representative	Chief Mechanical Engineer
4	Executing Authority	Chief Mechanical Engineer, Cochin Port Trust
5	Estimated Amount put to Tender	Rs. 25,00,000/- (Rupees Twenty Five lakhs only) excluding GST.
6	Earnest Money Deposit	<b>No EMD</b> will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and the Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the format enclosed as Annexure-2. Otherwise, the bids will be rejected.
7	Validity period of Tender	90 days from the Last Date for Receipt of Tenders.
8	Completion Period	150 days

5. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder's premises to access the GeM Portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the GeM Portal or internet connectivity failures.

6. The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid.

7. The undersigned reserves the right to reject/cancel/postpone/annul the tenders at any stage of the tender, which will be binding on all bidders.

8. This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.

**CHIEF MECHANICAL ENGINEER**

TeleFax: 91 0484 2666639

Email: [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in)

: [dcmecpt@gmail.com](mailto:dcmecpt@gmail.com)

## **INSTRUCTIONS TO TENDERERS**

### **1. Introduction**

1.1 Tenders are invited through GeM portal in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], by the Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin-682009 from reputed firms meeting the Minimum Qualification Criteria specified below for *the Supply, Installation, Testing and Commissioning of Vertical Turbine Jockey Pump, Auto Pump Selection Control System, Pressure Switches System and Interconnection with the existing Starter Panel and Engine Control Panel at GoI Jetty, Cochin Port*, as per the Scope of Work and Technical Specifications given in the tender document. The site is at GoI berth in W/Island, Cochin comprising of 200 M long and 13 M wide Jetty head, approach trestle, office building etc.

### **2. General Instructions**

2.1. The Contract is to be executed as described in the Bid document and in particular in the Scope of Work and Technical Specification, General Conditions of Contract, Bill of Quantities etc.

2.2. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, etc. supplied herewith. It will be deemed that prior to the submission of tender, the tenderer has satisfied himself as to the nature and location of the supply, general and local conditions, working conditions etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer.

2.3. A bidder shall be deemed to have full knowledge of all documents, working conditions etc. 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 finalization 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. In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled day of closing/opening of the bid.

2.7. While evaluating the document, regard would be paid to National Defense and Security Considerations, at the discretion of the Cochin Port Trust. Bid received from any bidder may be summarily rejected on National Security Consideration without any intimation thereof to the bidder.

2.8. If there are varying or conflicting conditions in the tender documents, the conditions in the General Conditions of Contract (GCC) will prevail.

2.9. The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

2.10. All benefits applicable to MSME as per Public Procurement Order 2012/2017 shall be applicable for this tender. They are required to submit documentary proof of MSME registration along with the tender, for claiming the available exemptions.

### **3. Invitation for Bids:**

3.1. The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification Criteria.

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

The tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them before the pre-bid meeting. It is to be noted that queries, clarifications received after the above date will not be considered. Address: Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin, 682009, Kerala, India.

Phone: 91-0484-2666639/2582300

Fax: 91-0484-2666639

Email: [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in); and [dcmecept@gmail.com](mailto:dcmecept@gmail.com)

**5. Pre-Bid Meeting:**

5.1. A prospective tenderer requiring any clarification of the tender shall submit their queries in writing/e-mail in advance before the pre-bid meeting. The Pre-Bid meeting will be held through Video Conference and the link will be shared to the bidders on their request. The bidders who wish to attend the Pre-bid Meeting may send clarifications well in advance by email to the Chief Mechanical Engineer so as to share the link for attending the meeting through Video Conference.

**6. Amendment of Bidding Documents:**

6.1. The Chief Mechanical Engineer, Cochin Port Trust shall have the right to revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda/corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum/ corrigendum, if any, shall only be hosted in the GeM portal as well as in the website of the Cochin Port and CPP Portal. It is the responsibility of the Bidders to download such addenda / corrigenda hosted in the website and upload the same duly signed along with the Bid. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the GeM portal and web site.

**7. Preparation of bids:**

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

**8. Bid Security / EMD:**

8.1. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, the bidders are required to submit a Bid Security Declaration along with the tender as per the format enclosed as Annexure-2. Any bid not accompanied by the above mentioned Bid Security Declaration shall be treated as Non-responsive and shall be rejected by the Employer.

8.2. Cochin Port Trust reserves its right to suspend the bidders from participating in the future tenders invited by Cochin Port Trust for a period of two years from the date of such Suspension Orders, under the following circumstances:

8.3. If after the opening of Tender, if the bidder withdraw or modify his 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.

8.4. After the award of work, if the bidder fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document.

**9. Bid Validity:**

9.1. Bids shall remain valid for a period of not less than ninety days (90) after the deadline

date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) such bidders will be suspended from participating in the future tenders invited by Cochin Port Trust for a period of two years from the date of such Suspension Orders.

9.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that 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).

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

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

10.1.1. Details of experience as per the format at Annexure-1.

10.1.2. Proof of experience in support of MQC.

10.1.3. Financial documents in support of MQC.

10.1.4. Bid Security Declaration, as per the format at Annexure-2.

10.1.5. Copies of PAN, GST Registration and Bank Information for e-payment..

10.2. **Part II: Financial Bid:** Tenderers shall submit the BoQ / Price Bid in GeM portal.

11. **Deadline for Submission of the Bids:**

11.1. Tenders attaching all documents shall be submitted through GeM portal strictly in accordance with the instructions to the tenderers terms and conditions of the tender document before the time and the date notified.

12. **Clarification of Bids**

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

12.2. 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.

13. **Evaluation and Comparison of Bids:**

13.1. Evaluation of Price Bid

13.1.1. The tenderers shall quote their prices for all the items mentioned in the Bill of Quantities, otherwise the tender will not be considered i.e. the bidders shall quote their rates for all the items as per Bill of Quantities.

13.1.2. Only those tenders, as determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Cochin Port's decision on this shall be final, conclusive and binding.

13.1.3. In order to determine the lowest evaluated bid, Cochin Port Trust will consider overall lowest of all the items together

14. **Alteration of tender documents:**

14.1. 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.

15. **Award of Contract:**

15.1. The Employer will award the Contract to the bidder whose offer has been pre-qualified in the technical evaluation as responsive to the bidding documents and has been determined to be the lowest evaluated tender for all the items together.

16. **Performance Security/Security Deposit:**

16.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance

and the obligations of the contract, in any one of the following forms:-

- (a) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Trust.
- (b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-B of the tender document, from a Commercial Bank.
- (c) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 12 of Notice Inviting Tender.

16.2. The value of Security Deposit shall be equivalent to 3% of the total contract value excluding GST and duties.

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

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

16.5. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.

16.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages.

**17. Signing of Agreement:**

17.1. The successful tenderer will be required to execute an Agreement at his expense within 21 (twenty one) days from the date of Letter of Acceptance (LoA), on proper value Kerala State Stamp Paper in the prescribed form as per Annexure-B. 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.

**18. Fraud and Corrupt Practices:**

18.1. 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.

18.2. 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.

**19. Rejection of Tender:**

19.1. 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 or discharge the tender without assigning any reason.



## GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Definitions:** In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
  - a) "Approved" or "Approval" shall mean approval in writing.
  - b) "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
  - c) "Contract" means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - d) "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.
  - e) "Contract Price" means the total sum of money to be paid by the Employer to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - f) "Completion" means the fulfilment of the supply of Equipments and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.
  - g) "Commercial Use" means use of Goods which the contractor contemplates or of which it is commercially capable after enacting at project site.
  - h) "Chief Mechanical Engineer" shall mean the Chief Mechanical Engineer of Cochin Port Trust and includes any officer who is authorized on his behalf for the purpose of this contract.
  - i) "Day" shall mean English Calendar Day.
  - j) The "Drawings" shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the supplier with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the suppliers or by the Chief Mechanical Engineer in accordance with these contract conditions.
  - k) Employer/Cochin Port Trust/CoPT" means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act 1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
  - l) "Employer's Country" is INDIA.
  - m) "Equipment/Goods", means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the contract.
  - n) "GCC" means the General Conditions of Contract.
  - o) "Month" shall mean English Calendar Month.
  - p) "Engineer"/ "Officer in-Charge" means Employee of Employer or any other person, nominated by the Employer.
2. **Contract Documents:** Subject to the order precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. **Governing Law:** The contract shall be governed by and interpreted in accordance with

the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.

- 3.1. Dock Safety : For the work carried out within dock area in the vicinity of any wharf or quay the Contractor shall abide by all the provisions of the Dock workers (Safety, Health & Welfare) Regulation 1990 or as amended from time to time.
- 3.2. Workmen Compensation: The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.
4. **Settlement of Dispute and Arbitration: "Settlement of Disputes through Conciliation"**
  - 4.1. In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.
  - 4.2. 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 re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
  - 4.3. The venue of the arbitration shall be at Cochin. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by the parties.
5. **Scope of Work:** The Goods and Related Services to be supplied shall be as specified in Scope of Work and Technical Specifications and in accordance with Schedule of Requirements.
6. **Delivery and Completion:** Subject to GCC Clause 24 (Change Orders and Contract Amendments) the delivery of the Goods and completion of the Related Services shall be done within 150 days from the date of receipt of Letter of Acceptance of Employer. The details of shipping and other documents to be furnished by the Contractor are specified in the GCC Clause 9 (Payments Terms).
7. **Contractor's Responsibilities:**
  - 7.1. The Contractor shall supply all the Goods and Related Services included in the Scope of Work in accordance with GCC Clause 5 and as per GCC Clause 6.
  - 7.2. Phasing of Work: The contractor will be required to furnish a phased programme of the works as to how he intends to complete the work to the Employer within 7 days from the date of receipt of the Work Order/Letter of Acceptance from the Employer. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such programme so as to complete the entire work within the stipulated completion period. The Contractor shall furnish progress report to the Employer on fortnightly basis for monitoring by the Employer.
  - 7.3. Procurement of materials: The Contractor must make his own arrangements for timely procurement of all materials, machinery, equipment etc. of specified and or approved quality required by him for the efficient and regular execution of the works comprised in this contract from the manufacturers and suppliers concerned. Delay in supply of any of

these materials, machinery, equipment etc. will not be taken as an excuse for not completing the contract within the stipulated period.

7.4. Compliance of regulations: The contractor warrants that all Goods/Materials covered by the contract have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The Supplier shall ensure compliance with the above and shall indemnify Employer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

**8. Contract Price:**

8.1. Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustments authorized by the Employer by issuing Change orders and Contract Amendment, if any.

**9. Terms of Payment:**

9.1. 100% payment shall be made within 30 days from the date of satisfactory commissioning and acceptance of the entire system by Cochin Port Trust and on submission of the required documents to the Chief Mechanical Engineer, Cochin Port Trust.

**10. Taxes and Duties:**

10.1. The contract shall be treated as a works contract. The Contractor shall be responsible for remittance of all taxes, duties, license fees etc. incurred for the Supply, Installation, Testing and Commissioning of the items as per Bill of Quantities. GST shall be paid by the Employer to the Contractor.

10.2. Income Tax Deduction: Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.

10.3. TDS under GST Law: As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.

**11. Performance Security/Security Deposit:**

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

- i) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Trust;
- ii) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of tender document, from a Commercial Bank;
- iii) On-line payment to the Bank Account of Cochin Port Trust.

11.2. The value of Security Deposit shall be equivalent to 3% of the total contract value excluding GST and duties.

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

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

11.5. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.

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

cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Trust, for a period of two years from the date of such suspension.

11.7. The Performance Security shall be discharged by the Employer and returned to the Contractor not later than Fourteen (14) days following the date of Completion of the Contractor's performance obligations under the Contract, including any warranty obligations.

**12. Subcontracting:**

12.1. The Supplier shall notify the Employer in writing of all subcontracts awarded under the contract if not already specified in the tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the contract.

12.2. Subcontracts shall comply with the provisions of Instructions to Tenderers Clause 27, Instruction to Tenderers (Fraud and corrupt practices).

**13. Specification and Standards:**

13.1. Technical specification and drawings:

(a) The Goods and Related Services supplied under this contract shall conform to the Technical Specifications and Standards mentioned in the Scope of Work and Technical Specifications and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

(b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 24 (Change Orders and Contract Amendments).

**14. Packing:**

14.1. Contractor shall provide adequate packing of Equipments to prevent the damage or deterioration during transit to their final destination. The contractor shall be held responsible for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packing shall withstand hazards normally encountered with the means of transport including loading/unloading operations and shall be done in such a manner to reduce volume as much as possible.

14.2. The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I.

14.3. Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.

14.4. The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the

material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.

- 14.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable diameter (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 14.6. Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping. In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 14.7. All delicate surfaces on equipment/materials should be carefully protected with protective paint/compound and wrapped to prevent rusting and damage.
- 14.8. All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 14.9. Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. A copy of the packing list shall accompany the materials in each package.
- 14.10. All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.
- 14.11. In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.
- 14.12. Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 14.13. Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 14.14. Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.
- 14.15. All packages which require special handling and transport should have their Centre of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" in English Language.
- 14.16. Along with the packed material, supplier should attach material list, manuals/ instructions and also the Inspection certificate/release note, wherever applicable.

#### **15. Marking:**

- 15.1. The following details to be written on the side face of packing:
  - a) Purchase Order Number.
  - b) Supplier's Name.
  - c) Batch No. with Manufacturing Date.

#### **16. Insurance:**

- 16.1. The Goods supplied under the Contract shall be insured by the Supplier at his cost, for the full value as specified in the Employer's supply order against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery from the

works until they are delivered at Employer's premises and accepted by the Employer. Such insurance policy shall be in the name of Contractor and that of the Employer against destruction or damage by accident, fire, flood and tempests. The Contractor shall from time to time, when so, required by the Employer produce the Policy and the receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.

16.2. The supplier shall be responsible for insurance of all his employees/representatives who are deputed for operational demonstration of equipment at Cochin, against any accidents and shall indemnify the Employer.

**17. Transportation:**

17.1. The Supplier is responsible for transportation of Goods/Equipments from Supplier's premises to the Employer's site at the cost and risk of the Supplier.

**18. Consignee of Equipment:**

18.1. The consignee of all materials sent to Cochin Port Trust is Deputy Materials Manager, Cochin Port Trust, Cochin, 682009. The way bills, invoices etc. shall be addressed to him under intimation to Chief Mechanical Engineer, Cochin Port Trust.

**19. Inspection and Testing:**

19.1. The Inspection and Tests shall be conducted at Contractor's premises and the cost of all such tests shall be borne by the Contractor apart from making arrangements for conduct of such tests. Employer shall not be liable to make any additional payments for conduct tests or for change of location of Test. All cost for fulfillment of obligation on the part of Contractor shall be deemed to have been included in the total contract price offered by him on which the Contract has been awarded to him. However, in case of Additional Tests if any are requested by the Employer shall be at the cost and time of Employer in which case also the Contractor shall make all arrangements required for conduct of such tests in the manner prescribed to do so by the Employer or TPI.

19.2. The Employer reserves the right to witness the Pre-delivery Inspection at the Contractor's premises or any place the work demands, along with TPI. The inspections and tests are to be conducted to the entire satisfaction of TPI/Employer. The details of inspections and tests to be carried out are specified in the Scope of Supply and Technical Specifications.

**20. Liquidated Damages /Late Delivery Charges:**

20.1. Except as provided under GCC Clause 23 (Force Majeure) and GCC Clause 25 (Extension of Time), if the Contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Service within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to ½ % of the Contract price of the respective item for which delay in delivery is occurred, per week of such delay or part thereof. The maximum amount of Liquidated Damages shall be 10% of total Contract Price of the respective item.

20.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in delivery of Goods and Related Services nor prevent the recovery of the said liquidated damages, unless an Extension of date of commencement of contract shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid/ recovered as above shall not relieve the Contractor from its other obligations and liabilities under the contract. In such events as when the Contractor is unable to complete the delivery of Goods and Related Services, for the reasons not attributable to him, he shall apply for grant of extension of date for completion of contract immediately not later than 48 hours of such occurrence

of event and the Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Cochin Port Trust.

**21. Warranty:**

- 21.1. The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 21.2. The Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in INDIA.
- 21.3. The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 21.4. Upon receipts of such notice, the Contractor shall, within the period of seven days, repair or replace the defective Goods or parts thereof, at no cost to the Employer.
- 21.5. If having been notified, the Contractor fails to remedy the defect within seven days, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor 's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.
- 21.6. The guarantee period will be effective for a period of twelve (12) months and it will be in force from the date of final acceptance of the Goods/Equipment under the contract by the Employer and the contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Officer In-charge who shall state in writing in what respect any portion is faulty.
- 21.7. If it becomes necessary for the contractor to replace or renew or repair any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the portions of the Supply so replaced or renewed or repaired until the expiry of six months from the date of such replacement/ renewal/repair or until the above mentioned period of 12 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.
- 21.8. If the replacement or renewals are of such a character as may affect the efficiency of the items Supplied, the Employer and/or the Engineer shall have the right to give to the contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with the relevant clauses under Scope of Supply and Technical Specification thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor.
- 21.9. All inspection, adjustments, replacement or renewal carried out by the contractor during the period referred to in this clause shall be subject to the conditions of this contract which shall be binding on the contractor in all respects during the guarantee and the additional warrantee period.

**22. Patent indemnity:**

- 22.1. The contractor shall, subject to the Employer's compliance with the GCC Clause 22.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility, model, registered design, trademark, copyright , or

other intellectual property right registered or otherwise existing at the date of the Contract by reason of (a) The installation of the Goods by the Contractor or the use of the Goods in the Country where the site is located; and (b) The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any Part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.

22.2. If any proceedings are brought or claims is made against the Employer arising Out of the matters referred to in GCC Clause 22.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

22.3. If the Contractor, fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.

22.4. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

### **23. Force Majeure:**

23.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.

23.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Party claiming to be affected thereby, ( the "Affected Party"), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

23.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.

23.4. Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts. The decision of the Employer shall be final and binding in this regard.

23.5. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favour.

23.6. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **24. Change Orders and Contract Amendments:**

24.1. The Employer may at any time order the Contractor through notice to make changes within the general scope of the Contract in any one or more of the following:



- (a) drawing, designs, or specification, where Goods to be furnished under the Employer;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Service to be provided by the Contractor
- 24.2. If any such change causes increase or decrease in the cost of, or the time required for Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer's change order.
- 24.3. Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.
- 24.4. Subject to the above no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No extras shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates and prices to be agreed upon mutually and upon the certification by the Employer or his Representative. Any extra expenses in addition to the amount specified in the Price Schedule which may be Incurred by The Employer in the performance of the work required owing to the neglect or omission on the part of the contractor/contractors his/their workmen in any of the cases mentioned in this contract shall be deducted from any sums due of which may therefore, become due to the contractor/contractors by the Employer or he/they may be called upon to pay the amount of such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the contractor/contractors failing to make such payment, the said amount shall be recoverable from him/them in such manner as the Employer may determine.
- 24.5. The quantities indicted in the Price Schedule are estimated only and are liable to be altered or omitted.
- 25. Extension of Time:**
- 25.1. If at any time during performance of the contract, the contractor or its Sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, pursuant to GCC Clause 6, the contractor shall promptly notify the Employer in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.
- 25.2. Except in case of Force Majeure, as provided under GCC Clause 23, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 20 (Liquidated Damages), unless an extension of time is agreed upon, pursuant to GCC Clause 25.1.
- 26. Termination:**
- 26.1. Termination for Default:
- 26.1.1. The Employer, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
- (i) If the contractor fails to deliver any or all of the Goods within the period specified in the Contract, or within the extensions granted by the Employer pursuant to GCC Clause 25.

- (ii) If the contractor fails to perform any other obligation under the contract or
  - (iii) If the contractor, in the judgment of the Employer has engaged in fraud and corruption as defined in Instruction to Tenderers, in competing for or in executing the contract.
- 26.1.2. In the event the Employer terminates the contract in whole or in part, pursuant to GCC Clause 26.1.1, the Employer reserves its right to take any one or more of the following actions:-
- (i) The Performance Security is to be forfeited;
  - (ii) The Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 26.2. Termination for Insolvency:  
The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.
- 26.3. Termination for Convenience:
- (a) The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
  - (b) If the contract is terminated for convenience of the Employer as stated in GCC Clause 26.3 (a), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:-
    - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
    - (ii) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

## **27. Execution of Agreement:**

- 27.1. Upon the receipt of letter intimating award of the Contract (LoA), the Contractor shall prepare two sets (one original and one duplicate) of the Agreement as per the format attached at Annexure-B in the Tender Document, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Trust duly executed on Kerala stamp paper of appropriate value within 21 days from the date of receipt of LoA. Original of the agreement will be retained by the Cochin Port Trust and the duplicate will be returned to the Contractor after the signature of the Chief Mechanical Engineer.

## **28. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:**

- 28.1. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without

reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**29. Changes in constitution of firm:**

29.1. In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.

**30. Employees of the Board not individually liable :**

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

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### **1. General:**

- 1.1. Special Conditions shall be read in conjunction with the General Conditions of Contract (GCC), Specifications and any other document forming part of this Contract wherever the context so requires.
- 1.2. Notwithstanding the Sub-division of the documents into these separate sections 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.
- 1.3. Where any portion of the GCC is repugnant to or at variance with any provision of the Special Conditions, the provisions of the Special Conditions shall be deemed to override the provisions of the GCC and shall to the extent of such repugnancy of variations, prevail.

### **2. Measurements of work done:**

- 2.1. Engineer or his nominee shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract.
- 2.2. All measurement of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the Contract.
- 2.3. All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer or his authorized representative as per interval or program fixed in consultation with Engineer or his authorized representative. After the necessary corrections made by the Engineer or his nominee, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the Engineer for the dated signatures by the Engineer or his nominee and the Contractor or their representatives in token of their acceptance.
- 2.4. Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer- and/or his authorized representative. The Contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks. The final, fair, computerized measurement book given by the Contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The Contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.
- 2.5. The Contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with 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.
- 2.6. The Contractor shall, without extra charge, provide all assistance with every appliance,

labour and other things necessary for measurements and recording levels.

- 2.7. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the Specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.
- 2.8. The Contractor shall give not less than seven days' notice to the Engineer or his authorized 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 authorized 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.
- 2.9. Engineer or his authorized 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.
- 2.10. It is also a term of this Contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the Defects Liability Period.

### **3. Terms of Payment:**

- 3.1. The contractor shall be entitled upon certificates of the Engineer or his nominee to payments in accordance with the following provisions: (i) No advance payment shall be made and (ii) On completion of the works as per BoQ, 100% of the total work order value will be released made on satisfactory completion of all the remaining works as certified by the Engineer-in-Charge and handing over the site to Cochin Port Trust. The final payment will be effected based on actual measured quantity of work as certified by the Engineer-in-Charge.

### **4. Defect Liability:**

- 4.1. The entire works shall be guaranteed for a period of 12 months from the date of completion of the entire work and certified by the Engineer in Charge. The Contractor shall guarantee that the chemical and physical properties of the paint materials used are in accordance with the specification contained herein. The contractor shall rectify free of cost any defects that may occur during this period. If the defects are not rectified by the contractor within the period of one month, the guarantee period will be extended further by the period of lapse from the contractor's side. In case of any disputes as to whether any materials / workmanship are defective, the decision of the Chief Mechanical Engineer, Cochin Port Trust shall be final and binding.

### **5. Changes in the Quantities:**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 6. Variations:**
- 6.1. 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.
- 6.2. 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 SCC Clause No. 5. 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.
- 7. 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.
- 8. Safety and Security :**
- 8.1. The Contractor shall take all care and precautionary measures for avoiding any kind of damage/accident in the work site on any account. The department shall not entertain any claim from the Contractor whatsoever towards compensation for any damage/accidents at the site due to negligence from his part, during the execution of work.
- 8.2. The Contractor shall take all care and precautionary measures for avoiding damage or accidents to the work. The department will not entertain any claim from the Contractor whatsoever, towards compensation for any such damage or accident occurring during the execution of the contract.
- 8.3. The Contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, barricading, warning signals etc. shall be done at the Contractor's cost as directed by the Engineer-in-Charge of the work.
- 8.4. Being hazardous area all safety precautions should be under taken while executing the work under the instruction of Dock Master/Authorized representative of Cochin Port Trust. Normally all works shall be executed at Tanker Berths during the day time only. If any work is to be carried out other than this time, the contractor may obtain prior permission in writing from the Dock Master, Cochin Port Trust.
- 8.5. The contractor shall carryout hot work at the Tanker Berths only when the berth is free of ship. To carry out hot work at the tanker berths prior sanction of Dy. Conservator/Dock Master shall be obtained in writing by giving advance intimation to him about the date, time and nature of work.

- 8.6. The Contractor shall provide all necessary personnel protective equipments such as helmet, lifeguard, goggles, boots etc. as per the relevant rules and regulations, to the workmen at his own risk and cost. It shall be the Contractor's responsibility to ensure that the workmen make use of the personnel protective equipments during the execution of the work. The contractor shall ensure that all the personnel engaged for work at height should wear safety belts of prescribed standards as per the relevant regulations.
- 8.7. The work shall be arranged by the Contractor without causing any hindrance to the operation of the GoI terminal. No damage shall be caused to the structures in the area, vessels operating in the area or otherwise by the Contractor's operations. Any damage or accident caused by the Contractor's operations shall be compensated / made good at the Contractor's risk and cost. The Contractor shall take all precautions for not to damage any cables / pipelines etc. passing through the area of work and if any damage is caused by him, the same shall be rectified at his own risk and cost.
- 8.8. The instruction / procedures recommended by the Fire/ Safety Divisions of Cochin Port Trust, and approved by the Dock Master, Cochin Port Trust shall be complied with.
- 8.9. The contractor shall take necessary precautions and comply with Rules, regulation, bye-law, applicable code and safe working practices.
- 8.10. All safety protection / precaution as per Statutory and Regulatory requirements for the safety of the workmen, supervisors and materials are to be provided by the contractor.
- 8.11. The contractor shall furnish the list of employees working under him at the tanker berths before starting the work. Any change in employees shall be made only with prior permission of Engineer-in-charge. The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 8.12. All employees of the contractor working at the site shall have a valid entry pass issued by the Security Officer, Cochin Port Trust. Entry passes will be issued only to those employees who are covered under the insurance.

#### **9. Water Supply:**

- 9.1. Water required for the entire works shall be arranged by the Contractor on his own at his cost.

#### **10. Power Supply:**

- 10.1. The electricity connection for the entire 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.
- 10.2. 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 Trust in force during the work of the Contractor. The Contractor shall also pay the connection and disconnection charges as applicable.
- 10.3. 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.
- 10.4. 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.

11. **Engineer in Charge** for this work is Superintending Engineer (M), Tanker Terminal.



## SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Scope of work: Supply, Installation, Testing and Commissioning of Vertical Turbine Jockey Pump, Auto Pump Selection Control System, Pressure Switches System and Interconnection with the existing Starter Panel and Engine Control Panel at Gol Jetty, Cochin Port.

### 1. Jockey Pump: 1 No.

1.1. The Jockey Pump shall be designed for sea water services and material of construction shall be as follows:

Suction bowl/ bell mouth	: SS ASTM A 743 CF 3 M
Impeller	: SS ASTM A 743 CF 3 M
Shaft/ shaft sleeves	: SS 316 L
Shaft Couplings	: SS 316 L
Discharge elbow	: SS 316 L
Couplings for pump	: Forged / Cast Steel
Bowl Bearings	: Cutlass Neoprene Rubber in SS 316 L retainers
Thrust bearings	: Antifriction
Line bearings	: Self lubricated type
Foundation nuts/bolts/fasteners	: SS 316
Motor Stool	: SS 316
Sole/ Base plate	: SS 316

1.2. The Vertical Turbine Jockey Pump shall be capable of delivering min. **25 m<sup>3</sup>/ Hr** and total head shall be 85 Mtrs. Suitable strainer of SS 316L with cleaning arrangement shall be provided at the bottom.

1.3. The motor for the Vertical Turbine Jockey Pump shall be of sufficient rating to couple with the Pump.

2. Valves: All the valves shall have the approval of BIS/FM. All valves shall be internally coated with epoxy powder.

### 2.1. Gate Valve: 1 No.

Gate valves shall be of approved make.

Size	: 4" NB
Rating	: ANSI Class 150
Body	: CS ASTM A 216 Gr WCB
Wedge	: SS 316
Spindle	: SS AISI 410, Rising Type
Body Seat Rings	: Carbon Steel with 13% Cr., SS facing
Hand Wheel	: Malleable iron/ Ductile Iron/ steel, Non-rising type.
Bonnet-Gasket	: SPW SS 316 with CAF
Nuts and bolts	: SS 316

### 2.2. Non-Return Valve: 1 No.

NRV in water line shall be of approved make and conforming to BS 1868 – Class 150. The material composition shall be as under.

Size	: 4" NB
Body/ Bonnet	: CS ASTM A 216 Gr WCB
Disc/ Wedge	: SS 316
Trim	: SS 316
Body and seat ring	: Carbon Steel with 13 % Cr., SS facing
Bonnet- Gasket	: SPW SS 316 with Compressed Asbestos Filler (CAF)
Nuts and Bolts	: SS 316

Flanges shall be as per ANSI B 16.5 and shall be Rising Stem type.

3. Fire Water Pipe Line: Fire water pipe line shall be of the following specification: 4" NB Sch.40, ASTM A106 Gr. B/API 5L Gr. B Seamless cement lined Carbon Steel

- pipe. Length required: 6 metres (approx.).
4. Auto Pump Selection Control System: An Auto Pump Selection Control System is to be installed and modify the operation of the Fire Fighting System to Auto System including the Vertical Turbine Jockey Pump and existing 2 Nos. Vertical Turbine Fire Pumps of capacity 410 M<sup>3</sup> / Hr. (Driven by Motor and Diesel Engine) after providing pressure switches.
  5. The servicing of the existing Valves connected to the Fire Water lines to maintain line pressure shall be in the scope of the contractor.
  6. Testing and commissioning of the automated system after interconnecting to the existing Control panel, Motor starter panel and engine control panel shall be done.
  7. Specification for Cement Mortar Lining:
    - 7.1.General: This section covers specification and details of materials, operation, tools, plants and labour necessary for the cement mortar lining of fire water pipe lines mentioned in the schedule.
    - 7.2.Mortar: The density of mortar shall be sufficient not to leave any voids so as to achieve water tightness. The thickness of lining shall be uniform 3/8” unless stated otherwise for all fire water pipes.
    - 7.3.Materials:
      - i. Sand: Sand shall be superior. It shall be clear from salt and other particles and shall conform to IS: 383.
      - ii. Cement: Cement shall be Portland and Pozzolona (Natural) conforming to IS:1489. Hardened, partially hardened cement, dirty cement etc. shall not be used.
      - iii. Water: Water for mixing shall be fresh, clear and free from injurious amount of oil, acid, alkali, salt, organic materials etc.
    - 7.4.Equipments: Suitable mechanical equipments capable of mixing mortar and doing the lining work to a reasonable degree of uniformity with respect to thickness, density and strength shall be deployed.
    - 7.5.Mortar Mix: Trial mix shall be made to arrive at a mix of cement and sand with strength similar to a minimum of 28 days strength in compression of 200Kg/cm<sup>2</sup>. Testing and sampling shall be done as per IS 6441.
    - 7.6.Cleaning: The inner surface of the pipe shall be thoroughly cleaned of rust, dirt, oil, welding splatters etc. using sand / shot blasting.
    - 7.7.Lining: Mortar mix shall be placed within 30 minutes after water is added to the mix. Placing of mortar inside the steel pipe shall always be done with care at manufacture’s work site with complete facility for carrying out such work. The concrete shall be consolidating by spinning, vibrating, spinning combined with vibration or other appropriate mechanical means. Mortar lining of any length of pipe shall be continuous and no unfinished surface shall remain exposed for more than 20 minutes. Finished lining shall be free from any honeycombing, cracks and irregularities.
    - 7.8.Joints, Bends etc. shall be properly lined with cement concrete line by manual applications, toweling etc.
    - 7.9.Curing: Water curing of mortar lining shall be commenced after lining has set. Curing shall be done for 14 days. The mortar shall not be allowed to dehydrate.
  8. Other Conditions:
    - 8.1.The materials, design, procedures and workmanship shall satisfy the relevant Indian Standards, job specification contained herein and codes referred to. Wherever the job specification stipulate requirements in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied. In the absence of any standard/specification/codes covering any part of the work covered in this Tender Document, the instruction of the Engineer- in- charge will be binding on

the contractor.

- 8.2. All items, components and accessories offered should be brand new. All fittings/ materials specified in the schedule are to be of approved quality and standards. All works should be completed to the entire satisfaction of the Engineer-in-charge and shall be carried out only with the prior approval for every stage of work from the Engineer-in-charge.
- 8.3. The quantity of materials mentioned in the document is only approximate. The contractor shall be required to augment this list of materials, based on the actual verification of the facilities to be replaced at site. The payments will be effected based on actual measured quantity of work.
- 8.4. The contractor shall have qualified/ competent site supervisors to coordinate the works at erection site.
- 8.5. The contractor should have competent and qualified welders for execution of the work. All welding should conform to sound engineering practice subject to the approval of Engineer-in-charge/ authorized representative, regarding the type of electrodes to be used.
- 8.6. Welding: The standard welding specification shall be followed for the fabrication of all types of welding joints of carbon steel and alloy steel materials in the piping system.
- 8.7. Painting: The new pipeline and accessories shall be surface prepared and painted as per the manufacturer's painting specification and the painting scheme detailed in the tender. Paints used shall be Akzo Nobel / Zigma / Jotun/ Berger. The primer as well as the other materials shall be of same brand and shall be got approval by the Engineer-in-charge / authorized representative at site before application.
- 8.8. Taking over of the site: Site taking over can be planned in consultation with the Engineer in Charge to minimize the lay over time at GoI Jetty, Cochin Port. for facilitating core cutting, Pump erection, automation of the control etc. for commissioning of the system as the GoI Jetty, Cochin Port. is a vital installation.
- 8.9. Erection: Jockey pump suction hole can be provided after core cutting in the pump room. The contractor shall be responsible for checking levels and orientation plan of all foundation bolts etc. well in advance of taking-up the actual erection work and bring to the notice of Engineer –in- charge, discrepancies, if any. In case of any variation in levels etc. the contractor shall carry out necessary rectification within the quoted price.
- 8.10. Inspection and Testing: The contractor at his own cost shall arrange for Inspection and Testing by an approved classification society (IRS, ABS, LRS, DNV etc.). The contractor shall indicate in his tender, name of the third party inspectors. Third party inspections shall be carried out at least but not limited to the following stages in connection with the work.
  - i. Material inspection and acceptance.
  - ii. Review test certificate and functional test witness of machineries and components at manufacturer's premises.
  - iii. Erection of facilities at site.
  - iv. Hydrostatic pressure test and commissioning.
  - v. Final inspection for compliance to statutory regulations/contract conditions.
- 8.11. Commissioning: Testing and commissioning of the automated system after interconnecting to the existing Control panel, Motor starter panel and engine control panel.
- 8.12. Operating Chronology of the System:
  - i. Starting of Jockey Pump when the line pressure drops below 7 Kg/cm<sup>2</sup>.
  - ii. Stopping of Jockey Pump when the line pressure attains 8 Kg/cm<sup>2</sup>.

- iii. Starting of Main Fire Pump when the line pressure drops to 6 Kg/cm<sup>2</sup>.
  - iv. Starting of Standby Fire Pump in case Main Fire Pump fails to start and when the line pressure drops to 6 Kg/cm<sup>2</sup>.
  - v. Manual Stoppage for Main Fire Pump / Standby Fire Pump.
- 8.13. The contractor shall submit test/inspection certificate from third party inspectors at appropriate stages before proceeding to the next stage of work. Any defects noticed during inspection/ test/ trials shall be made good by the contractor at his risk and cost. In case of any dispute in this issue, the decision of the Chief Mechanical Engineer, Cochin Port Trust shall be final and binding.
- 8.14. The contractor shall submit records at appropriate stages of work for verification by the Engineer-in-Charge.
- 8.15. The contractor shall submit (i) Manufacturer's test certificate for bought out materials, fittings and accessories (ii) Material inspection and acceptance certificates (iii) Inspection reports of surface preparation / sand blasting and painting (iv) Hydro testing report (v) Circuit diagram, Operation and Maintenance manuals and (vi) "As-Built" drawings during the execution/ completion of work.

## 9. Site conditions

- 9.1.**Location:** The location of the work is the Berth allotted to Government of India at W/Island, Cochin.
- 9.2.**Reference Level:** All the levels indicated in the drawings and/or specifications are with reference to Port Chart Datum, which is at 0.582 m below Mean Sea Level. The tenderers shall make their own arrangements for inspecting the area and satisfying themselves regarding the water depth available in this area.
- 9.3.**Tide and Flood Levels:** The tides at Cochin are semi-diurnal with a marked daily inequality. The contractor shall carefully investigate the records of all past states of tides and flood and shall be held to have satisfied himself on all the tide and flood levels likely to prevail during the period of contract so far as it may affect the work.  
The various tidal levels in the area as per Naval Hydrographic Chart No.2004 are as indicated below for the general guidance to the tenderer.

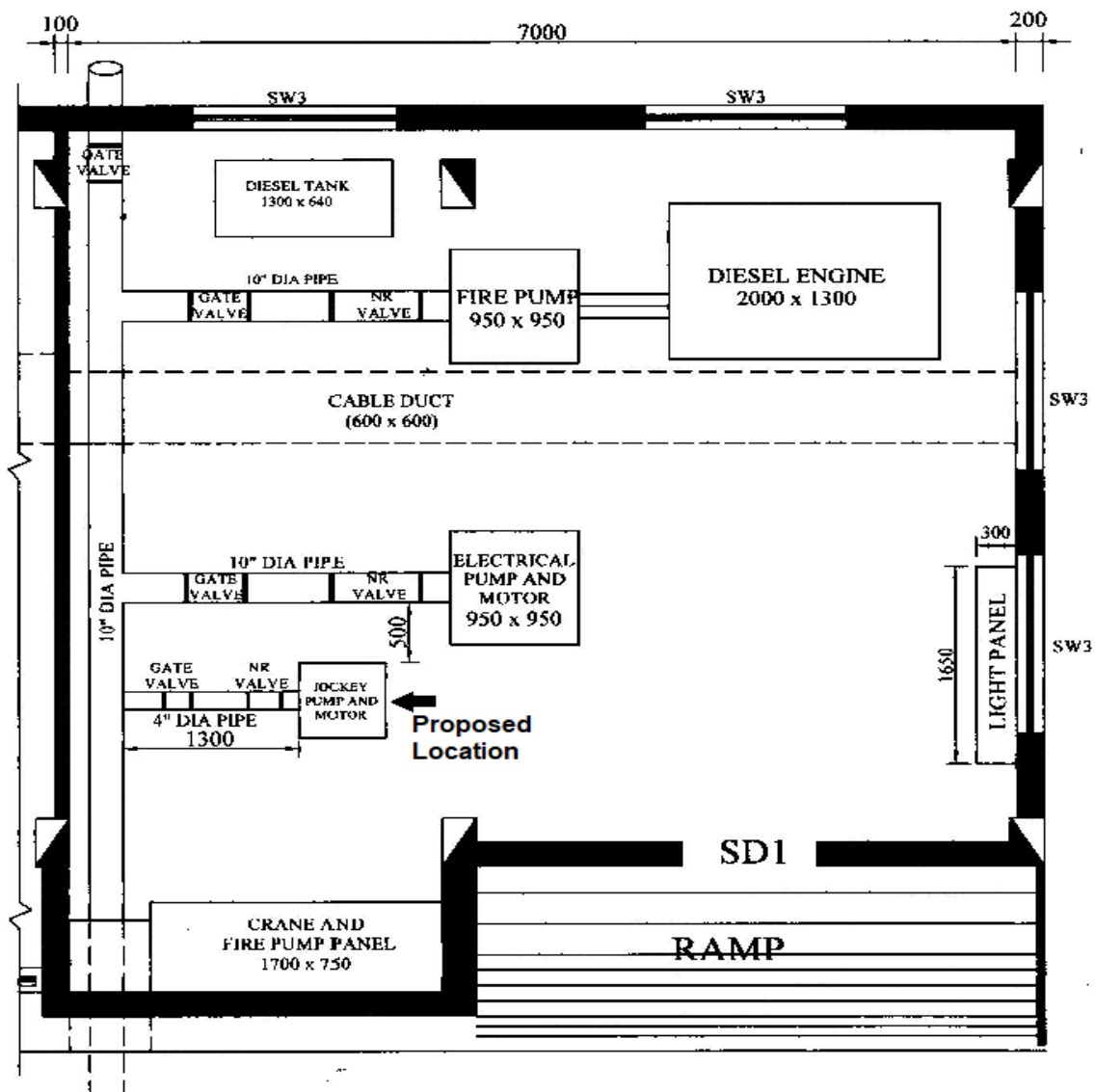
<u>Tide</u>	<u>Levels with reference to Port Chart datum (in metres)</u>
Highest High Water Level	: +1.20m
Mean High Water Spring (MHWS)	: +0.92m
Mean Low Water Spring (MLWS)	: +0.80m
Mean Sea Level (MSL)	: +0.582m
Mean High Water Neap (MHWN)	: +0.60m
Mean Low Water Neap (MLWN)	: +0.30m
Lowest Low Water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

- 9.4.**Current:** The maximum current expected in the inner harbour is about 0.5 metre/sec.
- 9.5.**Waves:** The work site is in the inner harbour area where generally calm conditions prevail throughout the year
- 9.6.**Wind:** Wind at Cochin is highly influenced by the land and sea breezes. Wind direction changes from north-east during morning hours to west during evening for the period of October to May. During peak of south-west monsoon, especially from June to September, predominant wind direction remains south-west both during morning and evening hours. Due to strong monsoon winds, effect of land winds is not dominant during south-west monsoon. During the non-monsoon periods, the predominant wind direction is from north east during the morning and west during the evening which shows influence of land breeze.
- 9.7.**Rainfall:** The climate is characterized by dry and wet seasons. The wet seasons starts in late May and ends in November. During this period, two monsoons pass by one after another. The major monsoon is south-west monsoon which lasts from June to

September. This is followed by north-east monsoon during October and November. The average annual rainfall is about 3000mm; and the major portion is during south-west monsoon.

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

10. **General Arrangement Drawing of Fire Pump House:**



**GENERAL ARRANGEMENT DRAWING FIRE PUMP HOUSE**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/  
SECURITY DEPOSIT**

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

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

In consideration of the Board of Trustees of the Port of ***[insert name of Port]*** incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the 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 by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

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 forbear 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

**FORM OF AGREEMENT**

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

AGREEMENT No. .... OF.....

This agreement is made at Cochin this the----day of ----- 2021, between M/s -----represented by Sri. ----- aged ---- years, S/o Sri. -----Residing at ---- (House name and No.)----- District ---- State----- (hereinafter referred to as “The Supplier” which expression shall include their successors, assignees and administrators) of the one part AND the Board of Trustees of Port of Cochin, Willingdon Island, Cochin-9, a Trust formed under “Major Port Trust Act 1963” represented by the Chief Mechanical Engineer ----- (Name) S/o ----- aged ----- residing at ----- (hereinafter referred to as “The Employer” which expression shall include their successors, assignees and administrators in the office) of the other part.

Whereas the “Employer” had called for the tenders for the Tender for the “Supply, Installation, Testing and Commissioning of Vertical Turbine Jockey Pump, Auto Pump Selection Control System, Pressure Switches System and Interconnection with the existing Starter Panel and Engine Control Panel at NTB/STB Pump House at Cochin Port” and the supplier had submitted a tender for the same giving the rates subject to the terms and conditions etc.

And whereas the said tender of the supplier has been accepted by the employer and a Purchase Order No..... dated..... has been issued to the supplier accepting their tender subject to Instructions to Tenderer, General Conditions of Contract, Scope of Supply & Technical Specification and such other Contract Documents. And as per one of the terms of the above Purchase Order, an agreement has to be executed between the supplier and the employer.

**NOW THESE PRESENTS WITNESES AS FOLLOWS:**

The supplier hereby agrees to supply “.....” as described in the schedule, its annexure etc. at the rates shown there under subject to INSTRUCTIONS TO TENDERER, GENERAL CONDITIONS OF CONTRACT, Scope of supply & Technical Specification all here unto annexed within 60 (sixty) days from the date of receipt of Purchase Order or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The supplier has furnished a Bank Guarantee for Rs.....(Rupees ----- only)vide Bank Guarantee No..... dated..... from.....Bank in lieu of Security Deposit for the due and proper fulfillment of the contract. The supplier further agrees that the aforesaid Bank Guarantee will be kept valid until two months beyond the expiry of the Guarantee period. The supplier also agrees that the Bank Guarantee furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 3% of cost of any additional items/works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the supplier’s bills.



The following documents shall be deemed to form and be read and construed as part of this agreement viz:

*(list of relevant documents- will be furnished by Port)*

The Conditions given in the Purchase Order dated..... shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the supplier shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

IN WITNESS WHEREOF THE SUPPLIER hereunto set his hand and seal And on behalf of the Board of Trustees of Port of Cochin, the Chief Mechanical Engineer has set his hand and seal and common seal of Trustees as has been hereunto affixed the day and year first written above.

Signed, sealed and delivered by Shri..of M/s .....

SUPPLIER

-----

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered by the Chief Mechanical Engineer, Cochin Port Trust  
On behalf of EMPLOYER  
Board of Trustees of Port of Cochin.

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

- 1)
- 2)

**COCHIN PORT TRUST**

***Tender for Supply, Installation, Testing and Commissioning of Vertical Turbine Jockey Pump, Auto Pump Selection Control System, Pressure Switches System and Interconnection with the existing Starter Panel and Engine Control Panel at GoI Jetty, Cochin Port.***

**Details of similar supplies completed by the tenderer during the last seven years ending 31-12-2021**

Sl. No.	Details of Supply of Items including reference number and date of Purchase order & Performance certificate	Total Value of the Contract in INR	Scheduled date of delivery	Actual date of delivery	Client's Complete address with TeleFax/Phone/e-mail address of contact person
1	2	3	4	5	6

Note: Bidder shall enclose the following:

- (i) Self-attested /notarized copies of each supply order, completion certificate/invoice issued by the Client;

**Signature of the Tenderer with seal**

**COCHIN PORT TRUST**

*Tender for Supply, Installation, Testing and Commissioning of Vertical Turbine Jockey Pump, Auto Pump Selection Control System, Pressure Switches System and Interconnection with the existing Starter Panel and Engine Control Panel at GoI Jetty, Cochin Port.*

**FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY**

**(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 Trust, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) 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.
- b) 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 the Tenderer with seal**