



# COCHIN PORT TRUST

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Website: [www.cochinport.gov.in](http://www.cochinport.gov.in)

## **TENDER DOCUMENT FOR “SUPPLY, INSTALLATION & COMMISSIONING OF NVR AND HDD’S FOR THE 2 NOS. CCTV MONITORS AT CISF CONTROL ROOM OF COCHIN PORT”**

**(TECHNICAL BID)**

**(E-Tendering Mode)**

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

**TENDER NO. F1/T-6/ NVR-CCTV-CISF/2020-M**

**OFFICE OF THE  
CHIEF MECHANICAL ENGINEER  
COCHIN-682 009**

**Price: Rs.2100/-**

**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
Tender No: F1/T-6/ NVR-CCTV-CISF/2020-M

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## SECTION I

### COCHIN PORT TRUST

**Chief Mechanical Engineer's Office**  
**Cochin Port Trust, W/Island,**  
**Cochin – 682009, KERALA**  
**Tele: 91-0484-2666639/0484-258-2300**  
**website: www.cochinport.gov.in**



**Tender No. F1/T-6/ NVR-CCTV-CISF/2020-M**

**Dated:19.03.2020**

#### NOTICE INVITING TENDER in Detail

1. Electronic Tenders (**e-tenders**) on percentage basis are invited by Cochin Port Trust from the reputed contractors in single stage two cover bidding procedure [Technical Bid and Financial bid], meeting the Minimum Qualifying Criteria specified below for the work of “Supply, Installation and Commissioning of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port”.

#### 2. MINIMUM QUALIFYING CRITERIA

The Bidder must fulfill the following minimum qualifying criteria to prove the techno-commercial competence and shall submit the documents in support thereof:

- a) The bidder should be an Original Equipment Manufacturer (OEM) or authorized dealer of IP based CCTV Camera, NVR of reputable makes such as **Samsung, Honeywell, Infinova, Pelco, Bosh, Axis**. (The OEM who proposes to participate in the bidding process shall produce the certificate of incorporation or registration certificate. In the case of authorized dealer, the firm has to produce the valid authorization certificate from the OEM)
- b) The bidder on its own shall have the experience of successfully carried out **similar work** as mentioned below during the last 7 years as on **29.02.2020**, at any State / Central Government Departments/ PSUs of Central or State Governments / Local Self establishment/ University Buildings / Railway Stations/ Bus stations / Airports / Reputed business organizations such as Shopping malls, Star rated hotels, Cinema Theatre etc.
  - 1) Three similar completed works each costing not less than Rs.2,64,870 /-  
**(OR)**
  - 2) Two similar completed works each costing not less than Rs.3,31,084/-  
**(OR)**
  - 3) One similar completed works each costing not less than Rs.5,29,750 /-
- c) **Financial Turnover**  
Average Financial turnover of the tenderer over the last three financial years ending 31st March 2019 [2016-'17 , 2017-'18, 2018-'19] shall not be less than **Rs.1,98,650/-**. The annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India shall be submitted.

**Explanatory notes to b & c :**

**Note 1: Similar work(s) means “Supply installation and commissioning of IP based CCTV surveillance system during the last seven (7) years ending on 29.02.2020”**

**Note 2:** Following enhancement factors will be used for the costs

**Table 1.1**

<b>Year before</b>	<b>Multiplying factor</b>
One year [2018 ]	1.07
Two years [2017]	1.14
Three years [2016]	1.21
Four years [2015]	1.28
Five years [2014]	1.35
Six years [2013]	1.42

**3. The tenderer should furnish following documents along with the bid, failing which the bid will be rejected.**

- (1) Copy of work order **and completion report** of the work carried out by them as per Clause (b) above, showing satisfactory completion and performance certificate issued by the **Owner of the Installation/Principal Client**. Experience having executed the work as sub contract will not be considered for evaluation.
- (2) In case of experience having carried out the similar work for a private agency, the TDS certificate issued by the competent authority substantiating that the contractor had actually executed the work for private agency.
- (3) Details of **annual financial turn over** as required in clause (c ) above shall be duly filled in Schedule D of the tender document and submitted 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 Tables:

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

**Table 1.2**

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	<b>19.03.2020</b>
2	Download period of Bid Documents	<b>16.03.2020 to 13.04.2020</b>
3	Date of pre-bid meeting	30.03.2020 11.30 am
4	Last date for seeking clarification	30.03.2020 11.00 am
5	Likely date of uploading the addendum / clarification if any	<b>31.03.2020</b>
6	Last date and time of submission of bid	<b>13.04.2020 at 15.00 hrs</b>
7	Date and time of opening the bid	<b>13.04.2020 at 15.30 hrs</b>

ii) Bid information :

**Table 1.3**

i)	Estimated Amount put to Tender	<b>Rs.6,62,167/-</b> (Six Lakh Sixty Two Thousand One Hundred Sixty Seven only) excluding GST
ii)	Earnest Money Deposit (Exemption shall be given for the firms having NSIC / MSME certificate )	<b>Rs.13,245/-</b> (Thirteen Thousand Two Hundred Forty Five Only). To be furnished either as Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPT from any Nationalised Bank/ Scheduled Bank in India.
iii)	Cost of Bid document (Exemption shall be given for the firms having NSIC / MSME certificate )	<b>INR.2100.00/-</b> ( Two Thousand One Hundred only), including GST@ 5%. To be furnished either as Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPT from any Nationalised Bank/ Scheduled Bank in India.
iv)	Validity period of Tender	120 days from the Last Date for Receipt of Tenders.
v)	Time for Completion	<b>1 Month from date of issue of LoA</b>

5. The Scope of the work is  
Cochin Port Trust has installed 42 Nos. CCTV cameras at various locations. The IP cameras and NVR's installed in Cochin Port are SAMSUNG make WISENET X and Q series. The scope of this tender includes providing 2 Nos. 16 channel NVR with 8 SATA HDD and 16 Nos. HDD and connected accessories compatible with the existing systems and integrating with the existing CCTV network. The HDD's shall have a memory back up of 90 days.
6. Tender documents can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in the above table by making online requisition. Bid document will also be available in Cochin Port website ([www.cochinport.gov.in](http://www.cochinport.gov.in)) as well as Govt. tender website, [www.eprocure.gov.in](http://www.eprocure.gov.in), which can be downloaded for submission. The cost of bid document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPT along with the submission of bid.
7. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider **KEONICS** by paying registration fees by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore.
8. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No. 080 – 40482000 / 9746118529.
9. Tenders shall be submitted "**on line**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the required documents such as cash receipt/DD / Bankers Cheque towards the cost of tender and EMD; proof of experience, financial details etc. through the e-tendering portal.
10. The bidder is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the bidder etc., if any, issued by the Employer, from the website before submission of the bid. Any shortfall in submissions of the said Addendums/ Amendments/Errata/Replies to the queries of the bidder duly signed etc. along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.
11. All bids are to be submitted online on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). No Bids shall be accepted off-line.

SITC of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port

12. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidders' responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port 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 e-Tender system or internet connectivity failures.
13. The bidder shall submit the original documents towards the cost of tender and EMD; power of attorney and integrity pact if necessary along with letter of submission in a sealed cover to the Chief Mechanical Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA, before tender submission date and time. Tenders without submitting the original documents as above, before submission date and time of the tender will be liable for rejection.
14. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.

**CHIEF MECHANICAL ENGINEER  
COCHIN PORT TRUST**



**SECTION I  
COCHIN PORT TRUST**

**2. INSTRUCTIONS TO TENDERERS**

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## **SECTION I COCHIN PORT TRUST**

### **INSTRUCTIONS TO TENDERERS**

**1. Introduction**

Cochin Port Trust has installed 42 Nos. CCTV cameras at various locations. The IP cameras and NVR's installed in Cochin Port are SAMSUNG make WISENET X and Q series. The scope of this tender includes providing 2 Nos. 16 channel NVR with 8 SATA HDD and 16 Nos. HDD and connected accessories compatible with the existing systems and integrating with the existing CCTV network. The HDD's shall have a memory back up of 90 days.

**2. General Instructions**

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

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

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

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

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.

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

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

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

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

While evaluating the document, regard would be paid to National 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.

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

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

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

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

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

**The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. Work Order shall be issued only to the contractors who are registered under EPF organisation and ESI Corporation. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.**

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

**3. Invitation for Bids:**

The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria.

**4. Purchase of Tender Documents:**

Tender documents can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website [www.cochinport.gov.in](http://www.cochinport.gov.in) or Government of India (GOI) tender portal [www.tenders.gov.in](http://www.tenders.gov.in). Demand Draft /Banker's cheque for cost of tender document drawn in favour of the Financial Adviser & Chief

Accounts Officer(FA &CAO), CoPT from any Scheduled / Nationalised Bank having its branch at Cochin shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.

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

**5. One Bid per Bidder:**

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

**6. The Bidder**

The Bidder shall be a single entity / Consortium.

**7. Cost of Bidding:**

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

**8. Site visit:**

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

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

The Tenderers are advised to examine the Tender 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 at one day before the date fixed for the pre-bid meeting. It is to be noted that no queries, clarifications will be answered after the pre-bid conference.

THE CHIEF MECHANICAL ENGINEER,  
CHIEF MECHANICAL ENGINEER'S OFFICE,  
COCHIN PORT TRUST,  
WILLINGDON ISLAND, KOCHI-9,  
KERALA, INDIA.

Ph:- 91-0484-26666394/2582300.

Fax:-91-0484-2666639.

Email: cme@cochinport.gov.in; dcmecept@gmail.com

**Pre-Bid Meeting:**

A pre-bid conference will be held in the CME's office of Cochin Port Trust, to answer clarifications, if any, on the bid document. This conference will be held on the date notified in the Notice Inviting Tender. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in e- tender portal as well as in Cochin Port Trust official website as Addendum/corrigendum. Any modification of the bid documents as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum/corrigendum.

**10. Amendment of Bidding Documents:**

The Chief Mechanical Engineer, Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addendum/corrigendum. Any addendum /corrigendum thus issued shall be part of the tender documents. The addendum/corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such addendum/ corrigendum hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take addendum 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 web site.

**11. Preparation of bids:**

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

**12. MINIMUM QUALIFYING CRITERIA**

The Bidder must fulfill the following minimum qualifying criteria to prove the techno-commercial competence and shall submit the documents in support thereof:

- a) The bidder should be an Original Equipment Manufacturer (OEM) or authorized dealer of IP based CCTV Camera, NVR of reputable makes such as **Samsung, Honeywell, Infinova, Pelco, Bosh, Axis**. (The OEM who proposes to participate in the bidding process shall produce the certificate of incorporation or registration certificate. In the case of authorized dealer, the firm has to produce the valid authorization certificate from the OEM)
- b) The bidder on its own shall have the experience of successfully carried out **similar work** as mentioned below during the last 7 years as on **29.02.2020** at any State / Central Government Departments/ PSUs of Central or State Governments / Local Self establishment/ University Buildings / Railway Stations/ Bus stations / Airports / Reputed business organizations such as Shopping malls, Star rated hotels, Cinema Theatre etc.
  - i) Three similar completed works each costing not less than Rs.2,64,870 /-  
**(OR)**
  - ii) Two similar completed works each costing not less than Rs.3,31,084/-  
**(OR)**
  - iii) One similar completed works each costing not less than Rs.5,29,750 /-
- c) **Financial Turnover**  
Average Financial turnover of the tenderer over the last three financial years ending 31st March 2019 [2016-'17 , 2017-'18, 2018-'19] shall not be less than **Rs.1,98,650/-**. The annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India shall be submitted.

**Explanatory notes to b & c :**

**Note 1: Similar work(s) means "Supply installation and commissioning of IP based CCTV surveillance system during the last seven (7) years ending on 29.02.2020"**

**Note 2:** Following enhancement factors will be used for the costs

**Table 1.1**

<b>Year before</b>	<b>Multiplying factor</b>
One year [2018 ]	1.07
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Three years [2016]	1.21
Four years [2015]	1.28
Five years [2014]	1.35
Six years [2013]	1.42

**13. The tenderer should furnish following documents along with the bid, failing which the bid will be rejected.**

- (1) Copy of work order **and completion report** of the work carried out by them as per Clause (b) above, showing satisfactory completion and performance certificate issued by the **Owner of the Installation/Principal Client**. Experience having executed the work as sub contract will not be considered for evaluation.
- (2) In case of experience having carried out the similar work for a private agency, the TDS certificate issued by the competent authority substantiating that the contractor had actually executed the work for private agency.
- (3) Details of **annual financial turn over** as required in clause (c ) above shall be duly filled in Schedule D of the tender document and submitted

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

1. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
2. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

**15. Bid Prices:**

**Percentage basis contracts**

The Bidder shall fill the percentage above / below on each part of work noted in the Bill of Quantities in figures and percentage in words appear automatically. The contract shall be for the whole work based on the priced Bill of Quantities submitted by the Bidder. Tenderer should ensure that his tendered percentage as per Price bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

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

**16. Currencies of Bid and Payment:**

The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR).

**17. Bid Validity:**

Bids shall remain valid for a period not less than 120 days (One twenty) 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 his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the earnest money deposited by the tenderer shall be forfeited.

**18. Bid Security / EMD:**

Each tender should be accompanied by an Earnest Money amounting to **Rs.13,245/-** (Thirteen Thousand Two Hundred Forty Five Only). The EMD shall be furnished either through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust from any Nationalised Bank/ Scheduled Bank in India. Exemption from the payment of EMD shall be extended to those bidders having valid NSIC / MSME certificate. The Earnest Money deposit will not carry any interest. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.

**Forfeiture of Bid security / EMD**

Bid Security/EMD will be forfeited in the following cases:

- (a) If a Bidder withdraws his bid during the period of bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.
- (c) In case of a successful bidder fails
  - (i) to commence the work, within the specified time limit
  - (ii) to sign the Agreement or furnish the required Performance Security within the specified time limit

**19. No Alternative Proposals by Bidders:**

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

**20. Format and Signing of Bid:**

The Tenderer shall prepare one set of his Tender (all Volumes), duly completed and signed, along with the set of Drawings and other documents mentioned hereinafter. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. Then it shall be scanned and upload in the e tender portal for submission. However the Power of Attorney (in original) authorizing the signatory/s of the Tender shall be submitted in hard copy along with submission of tender fees EMD.

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



tender should be accompanied by the Memorandum and Articles of Association of the Company.

**21. Bid Submission:**

Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid through** e- tender mode.

For online submission of **Technical Bid**, the scanned copies of the documents under item nos. (a) to (q) as detailed in clause 20 below need only be submitted through e-Tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT).

Price bid (Schedule-II) in the provided format shall be submitted only through e-tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) before 15.00 Hrs on **13.04.2020**. **Price bid in hard copy need not be submitted.**

**Technical Bid** containing the documents listed in (a) to (f) under Clause 20 below in original shall be submitted in a sealed envelope, superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the Name of the Tenderer. Tenders can be brought either in person or sent by registered post/ courier. Tenders brought in person, shall be submitted in Chief Mechanical Engineer's office / put in the Tender box on or before the due date specified above.

**22. Information Required In The Bid**

**Part I -Technical Bid** shall contain the following:

- a) Earnest Money Deposit as described in Clause 15.1 above
- b) Cost of tender document
- c) Integrity Pact, duly signed (vide **Annexure-11**)- Not applicable
- d) Check list as per Schedule I**
- e) Letter of Submission (vide **Annexure-1**)
- f) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide **Annexure-2**)
- g) Organization Details (vide **Annexure-3**)
- h) Details of experience as per **Annexure-4** and Certificates in proof of experience in similar works as detailed under clause 12 of Instruction to bidders.

**Explanatory notes:**

- (1) Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts an work order shall be attached. The certificate shall invariably contain the following among other things.
  - a) Details of work involved specifying the nature of work
  - b) The completion cost of the work and
  - c) Date of commencement ; and
  - d) Date of completion of the work.
- (2) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
- (3) The works indicated in **Annexure-4** will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments.

SITC of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port

- i) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years [2016-'17, 2017-'18 & 2018-'19] (vide **Annexure-5**) supported by Audited Financial statements for the last three years.
- j) Bid document including all addendum/corrigendum duly signed and sealed
- k) Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
- l) Copies of PAN, GST, EPF and ESI registration
- m) A declaration to the effect that (vide **Annexure -8**):-
  - i) No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
  - ii) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
  - iii) We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
  - iv) We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
- n) Bank information for e- Payment system as per **Annexure-10**.

**Part II : "Price Bid"** shall contain the Preamble to BoQ and Bill of Quantities- **Schedule II** shall be duly filled in and fully priced, which shall be submitted only **in e-tendering mode**

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

E-tenders attaching all documents shall be submitted 'on-line' in the **e tender portal** strictly in accordance with the terms and conditions of tender document before **the time and the day notified** in NIT. The sealed Technical Bid in hard copy containing all the documents listed in Clause 20 above in original superscribed with the Tender Number, Name of Work, date notified for submission of tender and the Name of the Tenderer, should reach the office of the Chief Mechanical Engineer, Cochin Port Trust, Cochin-9, on or before the time and the day notified in Table 1.2 of NIT.

**24. Late Bids:**

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

**25. Bid Opening**

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

**Technical Bid:** Technical Bid shall be opened in the office of the **Chief Mechanical Engineer, Cochin Port Trust** at **15.30** Hours on the last date fixed for receiving the Tenders. Submission of EMD and Cost of document is verified initially. In case the earnest money and cost of bid document is not deposited or is not in order, the Bid will not be opened further and hard copy submitted will be returned.

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

In the event of a tender being rejected, the earnest money paid with such unaccepted tender shall be refunded to the tenderer.

**26. Bid Opening – Price Bid:**

Price Bid of those tenderers found responsive in the evaluation of Technical bid, will be opened later. Short listed bidders will be communicated about the date and time of opening of the price bid. The Bidder's name, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

**27. Clarification of Bids:**

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

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

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

**28. Examination of Bids and Determination of Responsiveness:**

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

- (a) meets the minimum eligibility criteria defined in Clause 12.
- (b) has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- (c) is accompanied by the required Bid security and;
- (d) is responsive to the requirements of the Bidding documents.
- (e) A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works;
- (f) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- (g) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- (h) Undertakes in the Technical Bid that he has not incorporated any conditions in the Financial Bid.

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

**29. Correction of Errors:**

Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the percentage in figures and in words, the percentage in words will govern;

(b) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Bid security shall be forfeited in accordance with Clause 15.2.

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

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause 26;

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

**31. Alteration of tender documents:**

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

**32. Alternative conditions and Proposal:**

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

**33. Award of Contract:**

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

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

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

**34. Release of Bid Security / EMD:**

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

**35. Performance Security:**

Within not later than 21 days for domestic bids and 28 days for international bids of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of Bank Guarantee (BG) for an amount equivalent to 10 % of the Contract price rounded off to the nearest Rs. 1,000/-. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be

issued by a Nationalised /Scheduled Indian bank having its branch at Cochin acceptable by **Cochin Port Trust**. The BG shall be issued in favour of **Cochin Port Trust** in the Format enclosed in **Annexure-A of GCC**.

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 the forfeiture of Earnest Money Deposit.

**36. Signing of Agreement**

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

**37. Fraud and Corrupt Practices:**

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

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

(a) "corrupt practice" means

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

- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
  - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**38. Rejection of Tender:**

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

**SIGNATURE OF BIDDER**

## COCHIN PORT TRUST

### SECTION I

#### 3. FORM OF BID

**To**

The Board of Trustees, Cochin Port  
Trust

**Through**

The Chief Mechanical Engineer  
Cochin Port Trust, Cochin -9

Tender for the work of **“Supply, Installation and Commissioning of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port”**

I/We have read and examined the Notice inviting tenders, Instructions to tenderers, Form of Agreement, Contract Data, General Conditions of Contract, General description of work, Special conditions of Contract, Technical Specifications, Drawings, Preamble, Bill of Quantities, & other documents and rules referred to in the General Conditions of Contract and all other contents in the tender document for the work.

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

#### MEMORANDUM

- |                                |   |  |
|--------------------------------|---|--|
| a) General description of work | : | Supply, Installation and Commissioning of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port |
| b) Estimated cost              | : | <b>Rs.6,62,167/-</b> (Six Lakh Sixty Two Thousand One Hundred Sixty Seven only) excluding GST                            |
| <b>c)</b> Earnest Money        | : | <b>Rs.13,245/-</b> (Thirteen Thousand Two Hundred Forty Five Only).  |
| d) Security Deposit            | : | 10% of the value of the contract awarded or the value of the work done whichever is higher.                              |

- e) Percentage, if any, to be deducted :  
from the bills
  
- f) Time allowed for commencement of work from the date of receipt of work order : **7 days**
  
- g) Time allowed for the work from the date of commencement of work. : **1 Month from date of issue of LoA..**
  
- h) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. : As per "Contents" sheet attached.

I/ We agree to keep the tender open for 120 days from the due date of submission and not to make any modifications in its terms and conditions

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions and to execute an agreement with the Board in the prescribed form or in default thereof to forfeit the earnest money deposited by me/us.

The sum of Rs..... is hereby forwarded in Port challan receipt / Bankers cheque or demand Draft of a scheduled bank / Bank Guarantee issued by a Scheduled bank drawn in favour of Financial Adviser and Chief Accounts Officer of the Port Trust as earnest money (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should I/We fail to commence the work specified in the Contract data or should I/We not deposit the full amount of Performance Security specified in the above Memorandum in accordance with clause 52 of the said conditions of contract otherwise the said sum of Rs. .... shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Clause of General Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 40.3 of the General Conditions of Contract.

Dated the ..... day of ..... 2020.

Signature of the Tenderer



Address :

Witness :

Address :

Occupation :

### ACCEPTANCE

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

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

- a) ..
- b) ..
- c)

Dated.....

**Chief Mechanical Engineer  
Cochin Port Trust**

**COCHIN PORT TRUST**  
**SECTION I**  
**4. FORM OF AGREEMENT**

**AGREEMENT No. ... of**

**AGREEMENT FOR THE WORK OF “Supply, Installation and Commissioning of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port”**

THIS AGREEMENT IS MADE on this day ..... of ..... BETWEEN THE BOARD OF TRUSTEES OF COCHIN PORT TRUST , a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682009 represented by its \*Chief Mechanical Engineer/\*Deputy Chief Mechanical Engineer/\*Superintending Engineer Shri..... S/o ..... aged ..... years residing at ..... Village ..... Taluk ..... District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. .... represented by Shri. .... aged ..... S/o ..... residing at ..... Village ..... Taluk ..... District (hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

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

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

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

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Clause 16 of the “General Conditions of Contract” and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs...../- [Rupees.....only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port Trust as Performance Security (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should the Contractor fail to commence the

work specified in under written memorandum or should the Contractor not deposit the full amount of security deposit specified in under written memorandum otherwise the said sum of Rs...../- shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Clause 40.1 of the Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 40.3 of the Conditions of Contract.

5. It is mutually agreed that the tender submitted in its entirety shall form part of this agreement. Apart from the tender the following shall also form part of the agreement
- a) The Letter of Acceptance ;
  - b) Bill of Quantities and
  - c) Letters exchanged between the Employer and the Tenderer upto the issue of Letter of Acceptance as separately listed and annexed here to.
  - d) Replies to Prebid queries and amendments issued, if any.

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

CONTRACTOR  
Signed, sealed and delivered  
By Shri.....  
Of M/s.....  
(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :

1) Signature with address :

2) Signature with address :

Signed, sealed and delivered by the  
CHIEF MECHANICAL ENGINEER  
Cochin Port Trust  
on behalf of Board of  
Trustees of Port of Cochin.

EMPLOYER

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

1)

2)

**COCHIN PORT TRUST****SECTION I****4. CONTRACT DATA**

[To be filled up before issuing tender document as applicable for each tender]

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

<b>Sl. No.</b>	<b>Description</b>				<b>Reference Clause .No. in GCC</b>
1	The following documents are also part of the Contract				
	The Schedule of other Contractors  (Will be informed in due course)				(8.2)
	The Schedule of Key personnel				(9)
	<b>Qualification of Staff</b>	<b>No.</b>	<b>Min. Experience (Years)</b>	<b>Rate of recovery in case of non compliance</b>	
	i) Project Manager (Principal Technical Representative)	1	10	Rs.30,000/- p.m.	
	ii) Technical Representative	1	5	Rs.25,000/- p.m.	
2	The Employer is				(1)
	<b>The Board of Trustees, Cochin Port Trust, Cochin -9</b>				
	Name of Authorized Representative:				
	Name : <b>Smt. M.Beena Chairman, Cochin Port Trust Cochin -9</b>				

Sl. No.	Description	Reference Clause .No. in GCC						
3	The Engineer is :							
	Name : <b>Shri. V.Thuraipandian, Chief Mechanical Engineer, Cochin Port Trust, Cochin-9</b>							
	Name of Nominee is : <b>Will be notified in LoA/ LoI</b>							
	Name : <b>Shri..... Cochin Port Trust Cochin-9</b>							
4	Name of Contract :-“Supply, Installation and Commissioning of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port” <b>Tender no: F1/T-6/ NVR-CCTV-CISF/2020-M.</b>	(1)						
5	<b>6</b> copies of Contract Agreement shall be furnished by the Contractor	[7.1]						
6	Tender document and other data are available at Cochin Port web site and e-tender portal. <b>Chief Mechanical Engineer's Office, Cochin Port Trust, W/Island, Cochin – 682009, KERALA,</b>	(7.2)						
7	The Intended completion Date for the whole of the Work is <b>1</b> Month from date of issue of LoA with the following milestones:	(17,28)						
8	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" data-bbox="391 1213 967 1262">Milestone dates:</td> </tr> <tr> <td data-bbox="391 1262 967 1367" style="text-align: center;"><b>Physical works to be completed</b></td> <td data-bbox="967 1262 1214 1367" style="text-align: center;"><b>Period from the date of Issue of LoA</b></td> </tr> <tr> <td data-bbox="391 1367 967 1472">Commissioning of entire installation and handing over the site</td> <td data-bbox="967 1367 1214 1472" style="text-align: center;">1 month from date of issue of LoI</td> </tr> </table>	Milestone dates:		<b>Physical works to be completed</b>	<b>Period from the date of Issue of LoA</b>	Commissioning of entire installation and handing over the site	1 month from date of issue of LoI	
Milestone dates:								
<b>Physical works to be completed</b>	<b>Period from the date of Issue of LoA</b>							
Commissioning of entire installation and handing over the site	1 month from date of issue of LoI							
9	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> <li>(1) Agreement</li> <li>(2) Letter of Acceptance</li> <li>(3) Bill of quantities</li> <li>(4) Contractor's Bid</li> <li>(5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).</li> </ol>	(2.3)						

Sl. No.	Description	Reference Clause .No. in GCC
	(6) Contract Data (7) Conditions of Contract (8) General Description and Special Conditions of Contract (9) Technical Specifications (10) Drawings and (11) Any other documents listed in the Contract Data as forming part of the Contract.	
10	The Contractor shall submit a Program for the Works within <b>7 days</b> of date of the LO A	(27)
11	<b>The site possession date</b> The site will be handed over within <b>7 days</b> after issue of LoA/LoI and the site is free from encumbrances.	(21)
12	The start date shall be <b>7 days</b> from the date of receipt of the Letter of Acceptance (LoA)/LoI by the Contractor.	(1)
13	The site is located at Willingdon Island .	
14	The Defects Liability Period is <b>Two years from the date of completion of the work.</b>	(35)

# COCHIN PORT TRUST

## SECTION I

### 5. ANNEXURES

<b>Sl. No.</b>	<b>Annexures</b>	<b>Description</b>	<b>Page No.</b>
1	1	Letter of Submission - Covering Letter	40
2	2	Proforma of Power- of-Attorney/Letter of Authority	41
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**Annexure-1**

**COCHIN PORT TRUST**  
**PROVIDING SHORE POWER TO THE VESSELS CALLING AT UTL &**  
**NEARBY BERTHS IN COCHIN PORT- PHASE II**  
**LETTER OF SUBMISSION- COVERING LETTER**  
**(ON THE LETTER HEAD OF THE BIDDER)**

Date:

To  
The Chief Mechanical Engineer,  
Cochin Port Trust.

Sir,

Sub : Tender for Supply, Installation and Commissioning of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port

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

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

1. EMD
2. Cost of tender document
3. Power of attorney

Signature  
(Authorised Signatory)



**Annexure- 2**

**PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY  
(To be submitted on Non-judicial Stamp Paper of appropriate value)**

To  
The Chief Mechanical Engineer,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Dear Sir,

We \_\_\_\_\_  
do hereby confirm that Mr./Ms./Messrs \_\_\_\_\_ [INSERT  
**NAME AND ADDRESS**], whose signature is given below, is /are authorized to  
represent us to bid, negotiate and conclude the agreement on our behalf with you against  
Tender for **Supply, Installation and Commissioning of NVR and HDD's for the 2 nos.  
CCTV monitors at CISF Control room of Cochin Port  
(Tender No.F1/T-6/ NVR-CCTV-CISF/2020-M).**

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

Signature of the authorized person :

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

**COCHIN PORT TRUST**  
**SUPPLY, INSTALLATION AND COMMISSIONING OF NVR AND HDD'S FOR THE**  
**2 NOS. CCTV MONITORS AT CISF CONTROL ROOM OF COCHIN PORT**

**ORGANIZATION DETAILS**

CONTRACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:  
Telephone No. :  
Fax No.
3. Description of Applicant  
(for e.g. A or B grade electrical contractor etc.)
4. Registration and Classification  
of Contractors
5. Name and address of bankers
6. Number of years of experience as a contractor :
7. Name and Address of partners or associated  
companies to be involved in the project and  
whether Parent/ Subsidiary/other
8. Name and address of any associates  
knowledgeable in the procedures of customs,  
immigration and local experience in various  
aspect of the project etc.
9. Name and address of the companies/Sub-  
contractors who will be involved in the execution  
of works, namely:
10. Name and address of companies who will be  
involved in the supply of bought out items
11. Attach organization chart showing the structure  
of the company including names of Directors/  
Key Personnel at Head Office who would be  
responsible for the project and a separate chart  
showing proposed Site Construction Organisation.

Signature  
(Authorised Signatory)

**COCHIN PORT TRUST****SUPPLY, INSTALLATION AND COMMISSIONING OF NVR AND HDD'S FOR THE 2 NOS. CCTV MONITORS AT CISF CONTROL ROOM OF COCHIN PORT**

Tenderer shall furnish Details of “eligibility works experience” as per Clause 12 of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

**ELIGIBLE ASSIGNMENT DETAILS FOR MQC**

Assignment Number :

<b>Description</b>	<b>Bidder to fill up the details here</b>
Name and Address of the Client	
Title of the Eligible Assignment	
Date of completion of the Eligible Assignment	
Project Completion Cost	
Reference No. of the enclosed Client Completion Certificate/ Documentary Evidence for having successfully completed the Eligible assignment	
Name, telephone no, telefax no and email address of the client's representative	
Description and Scope of Work	

**Instructions:**

- Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12(a) Minimum eligibility of the Instructions to Tenderers”.
- A separate sheet should be filled for each of the eligible assignments.
- The details are to be supplemented by documentary proof from the respective client / owner for having carried out such assignment duly certified by clients/ owner.
- The works indicated in this Annexure- 4 will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts shall be attached. The certificate shall invariably contain the following among other things.

- Details of work involved specifying the nature of work
  - The completion cost of the work and
  - Date of commencement ; and
  - Date of completion of the work.
- If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
  - If the experience in similar works is as a subcontractor, notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.
  - If the experience in similar work is in works executed in private sectors/organisations, the TDS certificate along with notary attested copy(s) work order and completion certificate.
  - The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

Signature  
(Authorised Signatory)

**COCHIN PORT TRUST**  
**SUPPLY, INSTALLATION AND COMMISSIONING OF NVR AND HDD'S FOR**  
**THE 2 NOS. CCTV MONITORS AT CISF CONTROL ROOM OF COCHIN PORT**

**DETAILS OF PAST EXPERIENCE OF CONTRACTORS**  
**FOR SIMILAR WORKS**

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

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

**SIGNATURE OF TENDERER**

**COCHIN PORT TRUST**  
**SUPPLY, INSTALLATION AND COMMISSIONING OF NVR AND HDD'S FOR**  
**THE 2 NOS. CCTV MONITORS AT CISF CONTROL ROOM OF COCHIN PORT**

**FINANCIAL CAPABILITY**

(A) Average Annual Turnover of the Bidder

Turnover (Rs.)			
Year 1	Year 2	Year 3	Average
2016-17	2017-18	2018-19	

**Instructions:**

- (i). The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements as required under this Bid Document.
- (ii). Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

**Certified by Chartered Accountant**

Signature  
(Authorised Signatory)

**Annexure - 6**

**COCHIN PORT TRUST**  
**SUPPLY, INSTALLATION AND COMMISSIONING OF NVR AND HDD'S FOR**  
**THE 2 NOS. CCTV MONITORS AT CISF CONTROL ROOM OF COCHIN PORT**

**DETAILS OF PROPOSED APPROACH & METHODOLOGY**

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a construction programme [ Preferably in MS project / Primavera] showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature  
(Authorised Signatory)

**Annexure - 7**

**COCHIN PORT TRUST**  
**SUPPLY, INSTALLATION AND COMMISSIONING OF NVR AND HDD'S FOR**  
**THE 2 NOS. CCTV MONITORS AT CISF CONTROL ROOM OF COCHIN PORT**

**PLANT AND EQUIPMENT PROPOSED FOR THE WORK**

Not Applicable

Signature  
(Authorised Signatory)



**COCHIN PORT TRUST**  
**SUPPLY, INSTALLATION AND COMMISSIONING OF NVR AND HDD'S FOR**  
**THE 2 NOS. CCTV MONITORS AT CISF CONTROL ROOM OF COCHIN PORT**

**DECLARATION**

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

1. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexure 7 and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
2. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
3. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
4. We disclose with that we have \* made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
5. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.

Signature  
(Authorised Signatory)

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

**Annexure-9**

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

Name of the Party :  
Bank A/c No :  
Account type : (Savings / Current / Overdraft)  
Bank Name :  
Branch :  
IFSC Code Number : (11 digit code)  
Centre (Location) :  
FAX No. :  
E-Mail ID : (For forwarding information of remittance)  
Mobile No :

Signature  
(Authorised Signatory)

**Annexure- 10**

**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

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

Signature with seal  
(Authorised Signatory)

**Annexure- 12**

**PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (N.A)**

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

No. \_\_\_\_\_ Dated \_\_\_\_\_.

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

**In favour of**

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

Whereas M/s. \_\_\_\_\_, a Company registered under the provisions of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns, has bid for the work of **(Tender No.F1/T-6/ NVR-CCTV-CISF/2020-M)** (hereinafter referred to as “the Work”).

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

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

We as primary obligor shall, without demur, pay to the Port Trust an amount not exceeding Rs. .... (Rupees ..... only), within 5 days of receipt of a written demand from the Port Trust stating that the EMD has been forfeited in terms of Clause 15.2 of the Instruction of Bidders of Tender Document. Any such demand made on us by the Port Trust shall be conclusive and absolute as regards the forfeiture of the EMD and the amount due and payable under this Guarantee.

- a) The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Port Trust is disputed by the Bidder or not.

- b) This Guarantee shall remain in full force for a period of 148 days from (date)\* \_\_\_\_\_ or for such extended period as may be mutually agreed between the Port Trust and the Bidder and shall continue to be enforceable till all amounts which are demanded by the Port Trust under this Guarantee are paid.
- c) In order to give full effect to this Guarantee, the EMPLOYER shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the EMPLOYER against the Bidder or forebear or enforce any of the terms and conditions relating to non-compliance of the Tender Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the EMPLOYER or any indulgence by the EMPLOYER to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- d) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- e) The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_

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

Signed and Delivered by \_\_\_\_\_

Bank by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorised official

\*Fill in the scheduled date of submission of bid.

**PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR  
PERFORMANCE OF GUARANTEE**

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

Ref: Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To

Cochin Port Trust

W/Island,

Cochin 682009.

Dear Sirs,

In consideration of Board of Trustees of Port of Cochin (hereinafter referred to as the 'Port Trust' which expression unless repugnant to the context or meaning thereof includes its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ with its Registered / Head Office at \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns), a "CONTRACT" by issue of Port Trust's work order dated \_\_\_\_\_ the same having been unequivocally accepted by the Contractor resulting in a "CONTRACT" bearing No. \_\_\_\_\_ dated \_\_\_\_\_ value at \_\_\_\_\_ for \_\_\_\_\_ and the CONTRACTOR having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \_\_\_\_\_, to Port Trust under the terms and conditions of an agreement between Board of Trustees of Port of Cochin and ..... For the execution of the work ( hereinafter called "the said agreement") .

3. 2. We \_\_\_\_\_ having \_\_\_\_\_ its \_\_\_\_\_ Head \_\_\_\_\_ office at \_\_\_\_\_ (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Port Trust on demand any and all money payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Port Trust on the Bank shall be conclusive and binding notwithstanding any difference between Port Trust and CONTRACTOR.

We,

\_\_\_\_\_ Bank Ltd., do hereby undertake to pay to the Port Trust any money without demur 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, \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port Trust under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-charge on behalf of the Port Trust certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We, \_\_\_\_\_ Bank Ltd., further agrees with the Port Trust that the Port Trust 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 Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or by any such matter or things 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. We, \_\_\_\_\_ Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port Trust in writing and further agrees that the guarantee herein contained shall continue to be in endorseable till the Port Trust discharges its guarantee.

8. We, \_\_\_\_\_ Bank Ltd. also agrees that Port Trust at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that Port Trust may have in relation to the CONTRACTOR's liabilities.

9. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by Port Trust. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry of or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 .

**WITNESSES**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Signature)

\_\_\_\_\_ (Name) \_\_\_\_\_

\_\_\_\_\_ (Name) \_\_\_\_\_

Bank's Rubber Stamp

\_\_\_\_\_

\_\_\_\_\_

(Name)

(Name)

\_\_\_\_\_

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney

No. \_\_\_\_\_

Dated \_\_\_\_\_



## **SECTION II**

**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**

Tender no: F1/T-6/ NVR-CCTV-CISF/2020-M

**Tender for Supply, Installation and Commissioning of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port**

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**SECTION -II**  
**COCHIN PORT TRUST**

**2. FORM OF SECURITIES (ANNEXURE A)**

<b>Sl. No.</b>	<b>Annexures</b>	<b>Description</b>
1	A	Proforma of Bank Guarantee for Performance Guarantee/ Security Deposit

**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 fulfilment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_, \_\_\_\_\_, do hereby  
(Name of Bank) (Name of Branch)

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

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

Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so

made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

\_\_\_\_\_  
(Name of the user department)

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

5. We, \_\_\_\_\_ further agree with the Board  
(Name of Bank and Branch)

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

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

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

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

9. Notwithstanding anything contained herein :

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

b) this Bank Guarantee shall be valid upto \_\_\_ \* \_\_\_\_\_; and

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

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

SITC of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port

For (Name of Bank)

(Name)

Signature

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

## **SECTION III**

## COCHIN PORT TRUST

### MECHANICAL ENGINEERING DEPARTMENT

Tender No: **F1/T-6/ NVR-CCTV-CISF/2020-M**

Tender for “Supply, Installation and Commissioning of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port”

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**SECTION -III  
COCHIN PORT TRUST**

**1. GENERAL DESCRIPTION OF WORK**

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## SECTION -III

### COCHIN PORT TRUST

#### 1. GENERAL DESCRIPTION OF WORK

##### 1. General

Where it is mentioned in the Specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that the Contractor shall do so at his own Cost.

The materials, design and workmanship shall satisfy the relevant Indian Standard, the Specification and conditioned herein referred to. Where the Specifications stipulate requirement in addition to those contained in the Standard codes and Specifications, these additional requirements shall also be satisfied.

##### 2. Scope of work

Cochin Port Trust has installed 42 Nos. CCTV cameras at various locations. The IP cameras and NVR's installed in Cochin Port are SAMSUNG make WISENET X and Q series. The scope of this tender includes providing 2 Nos. 16 channel NVR with 8 SATA HDD and 16 Nos. HDD and connected accessories compatible with the existing systems and integrating with the existing CCTV network. The HDD's shall have a memory back up of 90 days.

##### 3. Site conditions

###### Location

The project area at Willingdon Island.

##### 4. Tide and Flood Levels

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

###### Waves

The work site is in the inner harbour area where generally calm conditions prevail throughout the year

### **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.

### **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.

### **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.

## **5. Drawings**

The drawings enclosed with the tender document are to provide some idea of the job only and are preliminary and for tender purpose and are by no means complete and final and do not show the full range of the work under the scope of the contract. Work shall be carried out only on the basis of drawings marked "Issued for Construction" with addition, alteration, modifications, if any made to aforesaid drawings as required from time to time and also according to other drawings that would be supplied to the contractor from time to time

## **6. Time Schedule and monitoring of progress**

Tenderer shall prepare and attach with the tender a detailed work schedule [preferably in MS Project / Primavera] indicating key activities and critical items for completing the work within the stipulated contract period. This time schedule forms the basis for monitoring the progress of work. Issue of working drawings by the department will be regulated as per the time schedule approved by the department.

The contractor shall furnish to the Engineer monthly progress reports of the work during execution in the approved proforma indicating delay, if any, its reason and proposal to cover up the delay.

## **7. Facilities to be provided by the Port**

### **Contractor's work area:**

An area of about 3.8 Km long at Vallarpadam & Puthuvypeen will be made available to the Contractor for project purpose free of rent for setting up of site office, store, etc.

### **Power**

Electric power required for the work can be supplied by the department from the nearest existing line of the Port Trust at prevailing rates. The cost of drawing temporary lines/ cables/ providing switches and making connection and metering arrangements etc, shall be borne by the Contractor. If there is any

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disruption in the power supply due to supply failure/ restrictions imposed by the Kerala State Electricity Board, the department shall not be held responsible and the Contractor has to make suitable alternative arrangements at their cost.

## **8. Contractor's responsibility**

All materials for use on the works shall be supplied and provided by the contractor at his own cost and shall conform to relevant BIS Specification unless otherwise specified.

Samples of all materials including fixtures, if any, to be incorporated in the work shall be got approved by the Engineer-in-Charge before procurement.

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

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

The contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and these shall be made good or compensated at his risk & cost.

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.

The contractor shall prior to commencement of the work insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising for which he is responsible under the terms of contract.

The work shall be arranged by the contractor without causing any damage to Port's/ any other structures. Any damage caused by the contractor's operation shall be compensated/ made good at contractor's risk and cost to the satisfaction of the Engineer-in-Charge of the works, failing which department will do the rectification work and the cost incurred will be recovered from any sum due to him from the Port.

All plants and equipments and consumables required for the whole work shall be provided by the contractor at his own cost.

The contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer-in-Charge of the work and any construction so put up shall be removed by the contractor whenever the Engineer-in-Charge calls upon the contractor to do so.

Qualified Engineers with sufficient experience in works of similar nature shall be available at site throughout the contract period during working hours in order to receive instructions from department and to implement them properly and in time.

The contractor shall take all care and precautionary measures for avoiding damage or accidents to the work from ship or other water crafts movements or other operations in the area. The department will not entertain any claim from the contractor whatsoever, towards compensation for any such damage or accident occurring during the execution of the contract.

The contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be done at the contractor's cost as directed by the Engineer-in-charge of the work. The

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contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots etc. to the workmen at his own risk and cost.

The work shall be arranged by the contractor without causing any hindrance to the ship and other water craft operating in the area. No damage shall be caused to the structures in the area, water crafts operating in the area or otherwise by the contractor's operations. Any damage or accident caused by the contractor's operations shall be compensated / made good at the contractor's risk and cost.

The contractor shall supply at his own cost monthly or at intervals as directed by the Engineer-in-charge, well executed photographs in standard size (approximately 24x18 cm) showing the progress of the work and also such other particular item of the work.

No information or photograph concerning the works shall be published without the prior permission of the Chief Mechanical Engineer and drafts of all such proposal/ publication shall be submitted for approval.

The information and data shown in the drawing and detailed elsewhere in the tender document are furnished for general information and guidance only and the Port Trust in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the tenderer.

The contractor shall observe the conservancy rules relating to the Port and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work, as are required by the Engineer-in-Charge. Under no circumstances, inflammable materials be allowed to spill into Port area.

The Cochin Port is an International Ship & Port Facility Security (ISPS) code compliant Port and the contractor is obliged to comply with the provisions of the code in force and as amended from time to time. The site for the proposed work is a protected area and hence security rules and regulations including obtaining entry

/ exit passes including photo passes if any for vehicles, men and materials etc. for entering the area shall be observed by the contractor at his cost.

The contractor shall provide necessary arrangements as desired by the Engineer-in-Charge for inspection of work without any extra cost from commencement till completion of work.

The Contractor shall ensure that no labourers with criminal background are engaged for the work.

All fossils, coins, articles of value or antiques and structures and other remains or things of geological or archaeological interest discovered in the site of work shall be deemed to be the absolute property of the Port Trust and the contractor shall take responsible precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the departmental officers of such recovery and carry out at the expense of the department, the Engineer-in-Charge's orders as to the disposal of the same.

The contractor shall remove any plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of work or otherwise deal with the same as directed by the Engineer-in-Charge and until the same is raised and removed, the contractor shall set on such buoys and display at night such lights for avoiding any mishaps.

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

The contractor shall take all precautions for not to damage any cables/pipes etc. passing through the area of work.

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While carrying out hot works such as welding, cutting, chipping the concrete etc. the following conditions shall be strictly observed by the contractor:

- (i) Hot work shall be carried out with the approval of the Dy. Conservator's department and the work shall be done as per the instruction of the fire service personnel.
- (ii) Welding /gas cutting work shall be carried out only with the prior permission of the Marine Dept. and only when vessel carrying inflammable materials is not berthed at the existing berths near to it.

The contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer-in-Charge before the site is returned to the Port Trust. All such materials including debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer-in-Charge or be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the Port Trust immediately after completion of the work. In case, any such material is found left in the work site or anywhere in the Port area, rent for the storage space occupied by the contractor, either for stacking the materials /debris or for areas used for such purpose but not cleared thereafter, will be recovered as per the prevailing Scale of Rate of Cochin Port Trust, for the rent applicable for open storage space for commercial purpose, for the period for which the area had been occupied by the contractor. In addition to the above, in case the Port requires the area immediately for its use, Port will repossess the land after restoring it to its original condition, material will be confiscated and disposed off at the risk and cost of the contractor, after issuing two notices giving 15 days' time each for removing the material. All expenses incurred on this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the contractor by appropriate means.

**The contractor shall extend all the facilitations and cooperation for other contractors for simultaneous execution of other works in the area entrusted by Cochin Port Trust/ .**

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

The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. Work Order shall be issued only to the contractors who are registered under EPF organisation and ESI Corporation. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.

The contractor shall provide, at every work place, at which 20 or more women workers are ordinarily employed, crèches of reasonable size and with adequate facility for the use of their children under the age of six years at his risk & cost.

## **9. Workmanship**

All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified.

The whole work shall be completed in a diligent manner within the contract period and defect or imperfection if any, observed during the defect liability period/ guarantee period, shall be rectified at contractor's cost to the full satisfaction of the Engineer-in-Charge within the time allowed.



**The work shall be arranged in the order of preference as directed by the Engineer-in-Charge of work. In addition to above, contractor shall submit a Quality Assurance Plan (QAP) for the work and it shall be approved by the Engineer-in-Charge before commencing the work and shall be ensured strict compliance of the same. The QAP shall contain the details of tests to be conducted for each material to be used in the work and work.**

**10. Temporary works**

All scaffolding, staging, bracing and other temporary works required for proper execution of the works, shall be provided by the contractor at his own cost, unless stated otherwise and that should be inclusive of all materials, labour, supervision and other facilities. The layout and details of such temporary works shall have prior approval of the Engineer-in-Charge, but the contractor shall be responsible for proper strength and safety of the same. All temporary works shall be so constructed as not to interfere with any permanent work or with the work of other agencies. If it is necessary to remove any of the temporary works at any time to facilitate execution of works or work by other agencies, such removal and re erection, if required, shall be carried out by the Contractor at the direction of Engineer-in-Charge without any delay and any extra cost on this account shall be borne by the contractor.

On completion of the works, temporary works if any provided by the contractor shall be removed from the site and the area shall be reinstated to the original condition at his own risk and cost.

**11. Time For Completion**

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

The completion of work may entail working in monsoon period/rainy season without any extra cost. The contractor shall take such an eventuality into consideration while quoting for the work. Normally, no extension of time will be admissible for work in monsoon.

The whole work shall be completed in the stipulated time, accordance with the provisions under Memorandum included under "Form of Tender" or such extended time as may be allowed under clause 29 of Conditions of Contract included in the GCC.

**12. Working time**

The normal working time of the Port Trust is from 8 a.m. to 4.00 p.m. on all working days with no interval in between. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer-in-Charge for the same. Necessary supervision will be arranged by the department and the expenditure to be incurred in this connection will be borne by the department.

**13. Method of Execution**

The contractor shall clearly indicate in their tender the method proposed by them for executing the various items of works. During the actual execution of the works if modifications or changes in the method of execution of work is found necessary the contractor shall obtain approval from the Engineer-in-charge of work for such modifications or changes in the method. No claim from the contractor for additional payment shall be entertained by the department on the above account.

The detailed list of equipment/machineries/tools & plants proposed to be mobilized for the deployment in the work as furnished as per **Annexure-7** of

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Section- I and method of execution furnished under clause above, are considered only for the technical appreciation of the proposal of the contractors and it shall not relieve the contractor of his responsibility of executing the work with the quality specified in the tender and any discrepancy occurs, the construction procedures detailed/specified in the tender will prevail. In case, any additional equipment are required to be mobilised than those listed in the tender for deployment in the work, it shall be arranged and the work executed as per the tender specifications without any extra cost to the Department

**14. Alterations and Additions**

The Employer shall have power and authority from time to time and at all times to make amendments or additions or alternations or changes in the scope of the work, and specifications, drawings and bill of quantities and give such further instructions and directions as may appear to the Employer necessary and proper for the guidance of the Contractor and the good and efficient execution of the works and the contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof as if the same had been mentioned or referred to in the scope of the work, specifications, Bill of Quantities and Schedules and drawings. The Employer may also vary or alter the lines, levels or positions of any of the works contemplated or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed to be removed, changed or altered, if required, and may order that other work shall be substituted in lieu thereof and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the Contract Price based on rates available in the contract or where the rates are not specified a suitable rate backed up by rate analysis shall be submitted by the contractor and agreed upon between the contractor and the Employer. In the event of disagreement, the Employer shall fix such rates or prices as shall in their opinion, be reasonable and proper having regard to the circumstances. The contractor shall give to the Employer before the tenth day of every month, a statement in writing of any extra work which he may have performed during the preceding month, failing which any claim for which he may afterwards make for payment on account of any such extra work will not be allowed.

**SECTION -III**

**COCHIN PORT TRUST**

**2. SPECIAL CONDITIONS OF CONTRACT**

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**SECTION -III**  
**COCHIN PORT TRUST**  
**2. SPECIAL CONDITIONS OF CONTRACT**

1. Special Conditions shall be read in conjunction with the General Conditions of Contract, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.

Notwithstanding the Sub-division of the documents into these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

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

2. **Measurements of Work Done:**

In addition to the Clause-26 of GCC- 'Computerised Measurement Book', measurement of the work can also be done as detailed below.

- 2.1. Executive Engineer (hereinafter called the Engineer's Nominee) shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the Contract of work done.
- 2.2. All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the Contract.
- 2.3. All measurements and levels shall be taken jointly by the Engineer's Nominee or his authorised representative and by the Contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer's Nominee and the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- 2.4. Department shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorised representative does not remain present at the time of such measurements after the Contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer's Nominee or his representative shall be deemed to be accepted by the Contractor.
- 2.5. The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- 2.6. 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.

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- 2.7. The Contractor shall give not less than seven days' notice to the Engineer's Nominee or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer's Nominee or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's Nominee'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.
- 2.8. Engineer's Nominee or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- 2.9. It is also a term of this Contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

### **3. PHASING OF WORKS**

The work has to be carried out in phases as approved by CLIENT from time to time so that the total project work can progress smoothly with least obstruction to the operations and also works of other Contractors/ agencies

### **4. SAMPLES**

The Contractor shall be required to provide to CLIENT samples of all the materials sufficiently in advance free of cost to obtain approval of CLIENT. Approved samples shall be retained by CLIENT until the completion of the work and all materials and workmanship incorporated in the work are to conform to the approved samples in all respects. Rejected materials shall be removed from the site immediately under the supervision of CLIENT.

### **5. SCHEDULE OF QUANTITIES (SOQ)**

The quantities given in the tender SOQ are tentative and shall vary as per the site/ CLIENT requirements. Only required items & quantities are to be supplied/ installed. Contractor shall take detailed site measurements, before placing purchase order / taking procurement action.

Contractor shall monitor the requirements of various items and shall report to CLIENT Engineer in charge with regard to deviations in the existing items and requirement of additional / extra items, if any, for taking necessary action.

### **6. GENERAL REQUIREMENTS OF COMPONENTS**

#### **1. Quality of materials**

All materials and equipments supplied by the contractor shall be new. They shall be of such design, size and material as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

2. Inspection of material and Equipments

Materials to be used in the work shall be inspected by the engineer-in-charge. Such inspection will be of the following categories.

- a) Inspection of materials/Equipments to be witnessed at the Manufacturer's premises in accordance with relevant BTS/Agreement Inspection Procedure. The contractor has to give inspection call for each item at least three weeks in advance. The inspection call should include (i) Name of the item (ii) Reference number of schedule of quantity (iii) Details of approval of specification/drawings etc (iv)Address of the suppliers/sub suppliers and (v) Tentative date of inspection. No item/equipment should be supplied without giving inspection call. All arrangements for conducting the inspection and testing at the factory shall be responsibility of the contractor. Inspection / despatch clearance issued by Engineer in charge does not absolve the contractor for the responsibility to meet the tender specification. After the receipt of inspection call for an item from the contractor CLIENT will depute inspectors to suppliers works. In case the offered item is not ready or inspection could not be carried out due to lack of facilities for testing etc. at supplier's works, the inspector will return and the item has to be re-offered for inspection as per its readiness. In this case all the expenses (boarding, lodging, travelling expenses etc.) of the inspector for the second inspection shall have to be borne by the contractor. In case any defect is noticed at a later stage the contractor has to rectify / replace the entire lot to meet specified standards.
- b) To receive materials at site with manufacturer's Test Certificate(s)
- c) To receive materials after physical inspection at site.

3. Ratings of components

All current carrying components in an installation shall be of appropriate ratings of voltage, current and frequency as required at the respective sections of the electrical installation in which they are used without their respective ratings being exceeded

**7. RESTRICTIONS IN WORKING HOURS**

The number of hours working in the area might be restricted due to operational reasons and contractor will not have any claim for extra payment on this account. The contractor's staff working in the operational area will obey the instructions of authorities in clearing the site. Also prior permission has to be obtained before stacking of materials in the premises.

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

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

**8. LIQUIDATED DAMAGES**

For levying LD as per Clause-49 of General Conditions of Contract, the employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of work by the contractor, as per agreement conditions.

**9. CONTRACTOR TO SUBMIT PROGRAMME**

After the acceptance of his Tender, the Contractor shall, within fifteen days, submit to the Engineer-in-Charge for his approval, a detailed programme taking into account the total time period stipulated in the contract showing the order, the procedure and method in which he proposes to carry out the works.

He shall furnish the particulars in writing of his arrangements of manpower, plant and machinery and all other resources owned and dedicated to this work. Cash flow during the execution of project for procurement of materials and for carrying out of the works including temporary works which the Contractor intends to construct shall also be furnished.

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

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

This CPM/PERT programme will be required to be updated every month or more frequently as directed by the Engineer-in-Charge, based on the actual progress, resource mobilisation and other field conditions actually prevailing.

**10. PROGRESS REPORTS AND SCHEDULES**

The Contractor shall submit to the Engineer-in-Charge by the third day of every fortnight, six (6) copies of a report in a duly approved format showing the progress made in construction of the works, mobilisation of resources etc. during the previous fortnight.

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

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

The Contractor shall particularly note that the tender rates of the various items shall be inclusive of all incidental charges, such as bailing, shoring, bunding, barricading and lighting, etc. if found necessary during execution and no extra shall be due therefore on any account to the Contractor.

The Contractor should see that the labour and staff employed by him behave in a proper manner and should dispense with services of such person or persons from the site as directed by the Engineer-in-charge.

**11. TAXES & DUTIES**

- 12.1 All duties, taxes [excluding Goods and Services Tax (GST)]and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid

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price submitted by the bidder. However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/ or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

- 12.2 The Contractor shall be solely responsible for all taxes that may be levied on the Contractor or on the earnings of any of his employees or personnel engaged by him and shall hold the Owner/Purchaser indemnified and harmless against any claims that may be against the Owner/Purchaser in this behalf. The Owner/Purchaser does not undertake any responsibility whatsoever regarding taxes under Indian Income Tax Act of the Contractor or his personnel. If it is obligatory under the provision under the Indian Income Tax deduction of Income Tax at source shall be done by the Owner/Purchaser
- 12.3 Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the contractor and the same will be deducted from contractor's bills while making payment or when crediting amount to contractors account.
- 12.4 The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST. The payment of GST by service availer (i.e. HCSL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST is responsibility of bidder/contractor.
- 12.5 However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.
- 12.6 Input tax credit is to be availed by Paying Authority as per rule.  
If the Input Tax Credit (ITC) claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to HCSL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State ) shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.
- 12.7 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The Company reserved the right to deduct / withheld any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.



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**12. AUTHORIZED PERSONAL**

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

**13. QUALITY PLAN FOR MANUFACTURE OF EQUIPMENT**

- a) The Quality plan for manufacture is a document, which presents in a tabular form, the Quality Control checks to be exercised by the Contractor during the various stages of manufacture and dispatch in order to meet the requirements of this Contract. This plan shall detail the components manufactured, characteristics being controlled and acceptance norms for this characteristic and the agency responsible for performance and witnessing the checks.
- b) After issuance of work order, the contractor shall submit to the Owner, the detailed quality plans to be followed during manufacture of all major equipment's. These quality plans shall be discussed mutually and updated by the Contractor taking into consideration the requirement of the Owner. The quality plan when approved shall form a part of the contract. This document shall be followed for inspection of the concerned equipment.
- c) The details of the quality assurance/ quality checks envisaged by the Contractor during manufacturing of the equipment supplied by him or procured through his subvendors/ sub-contractors shall be detailed out in the quality plans to be submitted by the Contractor. The contractor may also furnish any additional information regarding quality assurance/ quality checks in the additional sheets, if required. Quality plans for major equipment's manufactured by the Contractor or procured through his subvendors/ sub-contractors shall be submitted during engineering. After approval of the Owner is accorded various quality plans shall be bound as a booklet and shall be submitted to the Owner as soon as possible. The contractor shall ensure that the approved quality plans are followed scrupulously by him and by his sub-vendors/ sub-contractors and manufacturing of the items covered under the quality plans shall be taken up only after Owner has approved the quality plan.

**14. OPERATION AND MAINTENANCE MANUALS**

- a) For all the equipments supplied by the Contractor, he shall submit to the Owner three sets of the O&M manuals in English language plus one soft copy in CD/USB. The manual shall contain the operational features of the equipment, DOs & DON'Ts, trouble shooting, maintenance schedules for preventive maintenance, detail dimensional drawings, cross sectional drawings, method of disassembly and assembly etc. to make the Owner's staff acquainted with the equipment as well as to enable them to operate and maintain the same in prescribed manner. Manuals shall contain all information for ordering of the spares, like part name, part no., Drawing/ material Specifications, address of the supplier with phone no., email& fax no. etc. Contractor shall ensure that these O&M manuals are made available to the Owner well before starting of initial trials of equipment. Electrical system- power, control and communication drawings shall be submitted. Relevant operation software and application software shall be supplied as part of equipment supply by the contractor. If the contractor includes OEMs items, contractor shall ensure to the extent possible usage of open protocols and all required operator and supervisory

SITC of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port passwords etc shall be provided to the owner by the contractor at his cost & risk. All required interfacing cable required shall be supplied along with the equipment.

**15. TEST REPORTS OF EQUIPMENTS**

On completion of tests of equipment at manufacturer's works, the Contractor shall furnish four copies of test certificates to the Owner for approval and subsequent dispatch clearance. The test report shall invariably indicate identification data, including model no., sl. no. etc. of the equipment, method of application and duration of test along with test results. Only on approval of these test results by the Owner or Owner's representative, dispatch clearance will be issued for dispatch of material to site. Traceability certificate in original of testing equipment shall be submitted to the owner or his representative attending tests and a copy of the same shall be attached with the reports.

**16. LIST OF APPROVED MAKES**

It will be deemed that the contractor has priced the respective items on the basis of the approved makes. List of approved makes applicable for the contract is placed at respective volumes of technical specification.

- i) Where makes have not been indicated in the approved make list, such items shall be of ISI marked/reputed brands/UL certified. Reputed brand implies a brand which is supported by nationwide sales & service distributors/ dealers/network/centers. And all such items shall be got approved from Engineer-In-Charge.
- ii) Wherever "equivalent" mentioned against makes, suitable evidence shall be produced and get the prior approval of such makes from the Engineer-In-Charge.

**17. TESTING AND MEASURING EQUIPMENTS**

Equipment for measurement of work and testing the installation shall be procured by the Contractor for their use at their own cost. The same shall also be made available to CLIENT without any charges to CLIENT.

**18. SITE MAINTENANCE DURING CONSTRUCTION**

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

**19. CONTRACTOR'S STAFF AND LABOUR**

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

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- b) The Owner may at any time object to and require the Contractor/sub-contractor to remove forthwith from the Site a supervisor or any other authorized representative or employee of the Contractor's /sub-contractor(s) or any person(s), if in the opinion of the Owner, the person in question has misconducted himself or his deployment is otherwise considered undesirable by the Owner, the contractor/sub-contractor shall forthwith remove and shall not again deploy the person in question of the Work Site without the written consent of the Owner.
- c) The workmen deployed by the contractor are strictly banned from use of any kind of Narcotics drugs / Alcohol / smoking etc. at site and any illegal activity by the work men should be reported to Engineer without delay and the contractor shall remove such persons from the work site forthwith.

## **20. STATUTORY APPROVALS**

The scope of work also includes obtaining Initial and final approval/ NOC for the system from State Fire Department/concerned departments /local bodies and liaison works with the department. All incidental expenses in this regard shall be borne by the contractor however the statutory fees paid to the authorities will be reimbursed at actual on submission of documentation evidence.

- a) All the equipment to be supplied and works to be executed should conform to the Electrical Inspectorate/CEA Standards including all protection and metering accessories.
- b) Contractor has to obtain necessary scheme approval (NOC) for various facilities, if any, from the Electrical Inspectorate/CEA immediately after the award of work. Electrical works are included in different packages. However the scheme approval and final approval from KSEI shall be obtained by the electrical contractor having A Grade license issued by KSEI.
- c) All testing/calibration, etc. are to be carried out as per the requirements of statutory authorities. The tests/calibration certificates shall be submitted to CLIENT
- d) On completion of work, the contractor has to obtain necessary safety / energisation certificate from Electrical Inspectorate / CEA by submitting necessary completion certificates, drawings, equipment details, load details, test results, etc. before energisation.
- e) The scope of work includes obtaining approvals (NOC) for the fire protection system from local authorities like State Fire Dept (Fire and Rescue Services).
- f) The Electrical works shall be carried out as per Central/State Electrical Inspectorate standards/specifications /guidelines and the contractor shall get the approval and safety certificate from the inspectorate after the completion of work and before energisation.
- g) The Contractor shall comply with proper and legal orders and directions of local or public authority or municipality and abide by their rules and regulations and pay all fees and incidental charges which may be liable during the contract period.

## **21. PERFORMANCE TESTING**

At Manufacturers works

Before dispatching the equipment to site, the equipment will be inspected at the discretion of the CLIENT and tested for various parameters as detailed in the Technical Specifications, by the officials of CLIENT/Consultants at the manufacturer's works and then cleared for shipment. The tenderer shall give adequate notice to enable CLIENT to plan their visit for such tests/inspection. The inspection conducted will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

At site

- (a) On-site testing shall be conducted to ensure that the machine performance continue to be with the contracted performance parameters for which contractor shall make necessary provisions during installation which will enable testing of the machines.
- (b) All the required equipments and measuring instruments for carrying out the testing has to be arranged by the contractor. The instruments used shall be calibrated to test and the valid certificate of calibration should be submitted to the CLIENT's Engineer in charge.

## **22. COMMISSIONING AND HANDING OVER OF EQUIPMENTS**

### **a) DEFECTIVE WORKS**

If the works or any portion thereof shall be damaged in any way excepting by the acts of the Purchaser, or if defects not readily detected by prior inspection shall develop before the final completion and acceptance of the whole work, the Contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the Purchaser/Engineer. In no case shall defective or imperfect work be retained.

### **b) INITIAL TRIAL**

On completion of works, erection of equipment, each item of the work / equipment as applicable shall be thoroughly cleaned and inspected jointly by the Owner / Consultant and Contractor for correctness and completeness of installation and acceptability for initial trials of the equipment by the Contractor & Owner. During the above joint walk down, the list of equipment deficiency & defects shall be prepared and for such a punch list, action shall be initiated by the Contractor in agreed time frame. The list of tests to be performed prior to initial trials shall be mutually agreed and included in the Field Quality Plan by Contractor. Prior to starting of initial trials all site tests, calibrations and parameter settings as indicated in the technical specification shall be carried out. The purpose of these trials is to ensure integrity of each individual equipment for its operation in the system for initial operation.

### **c) INITIAL OPERATION**

After successful completion of works, initial trials of all the individual equipment, all equipment's shall be operated together as a system. The purpose of this initial operation is to ensure integrity of all the sub-systems which compose the total system. Based on the observations made during initial operation, necessary corrections shall be effected in the equipment / systems to ensure proper integrated operation of the system. After satisfactory completion of initial operation for each equipment & sub-system, the complete equipment shall be considered ready for trial operation/performance guarantee testing. The Contractor has also to ensure that he trains Owner's Engineers at site dealing with this system in proper way. During commissioning of major equipment, contractor has to ensure the presence of commissioning Engineers of OEMs wherever required

### **d) TRIAL OPERATION / PERFORMANCE GUARANTEE TEST**

The method of trial operation, duration and loading conditions shall be discussed with the Engineer and a plan shall be prepared. During the period of trial operation, all the necessary adjustments in the plant/ equipments shall be made by the Contractor to establish that the complete system as a whole with all subsystems and with all standby equipment is ready for

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continuous operation. During these trials, all the standby equipments also shall be run alternatively and continuously to prove their performance.

A trial operation report comprising of dates and duration of trial, observations and recordings of various parameters to be measured shall be prepared by the Contractor and signed jointly by the Engineer and the Contractor. If the trial operation is not satisfactory, then based on the observations during trial operation, necessary modification/repairs to the plant/ equipment shall be carried out by the Contractor and on completion of such works, the trial operation shall be repeated again as per the relevant procedures.

**e) FINAL ACCEPTANCE:**

Final acceptance of the equipment/system is after obtaining statutory approvals from all statutory authorities as applicable as per Clause 22 of SCC.

**23. HANDING OVER / CERTIFIED DATE OF COMPLETION**

Up on the satisfactory commissioning of the entire system, the system shall be observed for 15 days. After this satisfactory trial period, the work shall be handed over officially and completion date recorded by Engineer-in-charge with all the prescribed formalities for handing over.

This date shall be reckoned, as the certified date of completion and the defects liability period shall commence from this date. Until the handing over of the installation, the responsibility lies with the contractor for safety, upkeep etc.

**24. COMPLETION CERTIFICATE**

For all works completion certificate shall be submitted to CLIENT, after completion of work. It is the responsibility of the contractor to provide and make arrangement of all spares including consumables for carrying out periodical/preventive maintenance during warranty / defect liability period without any cost to CLIENT. However, the tenderer should furnish a list of spares, they plan to make available at site, to take care of warranty period. These spares shall be supplied along with the equipment. In case, any spares are required other than the listed spares, contractor will provide the same without any cost to CLIENT including customs duty.

**25. PAYMENT TERMS**

**100 % payment will be made after satisfactory supply, installation, testing and commissioning of the systems and integrating to the existing CCTV systems to the satisfaction of the Engineer-in-charge**

**26. MEASUREMENTS**

The quantities set out in the Schedule of quantities (Price Bid) are the estimated quantities of the work, but they are not to be taken as the actual and exact quantities of the Work to be executed by the Contractor in fulfillment of his obligations under the Contract. The payment shall be made for actual measured quantity both for supply and installation. In this case the quantity shall be taken after installation, i.e. only installed portion of the work after completing the work would be measured. Scrap and balance materials would not be measured and hence no payment would be made for the same. It may be noted that payment against the supply of items, in any case shall not exceed the final measured quantity. However Electrical works

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related to mechanical works is treated as a package and the amount is on lump sum basis for the successful completion of the work. Additional payment, if any released during the supply of items more than the final measured quantity, corresponding payment shall be adjusted later, while processing subsequent bills after the final measurement.

## **27. PARTIAL TAKING OVER**

CLIENT reserves the right to take over a portion of the work which is completed in all respects before the handing over of the entire work if the remaining portion of the work is getting delayed. The operation of such completed works taken over by CLIENT, during the defect liability period, shall be under the scope of the contractor

## **28. ACCOMMODATION/SITE OFFICE**

CLIENT will not provide any quarters for the accommodation of contractor's personnel. The contractor shall make his own arrangements at his cost for accommodation/medical aid/treatment for staff and workers engaged by him on this project, and the contractor should ensure water supply, sanitation, access roads, electrification and general cleanliness of his camps, as required by labour laws in force. All arrangements regarding sanitation, water supply, electric supply and cleanliness shall be tidy and workman like and shall be got approved by the Engineer-in-Charge prior to the construction of the camps.

Warehouse, shed, shop and office facilities as required by the contractor shall be provided by him at his own expense, and shall be approved by the CLIENT. After the work is over, all these temporary facilities shall be removed by the contractor at his own expense to the satisfaction of Engineer-in-Charge/CLIENT within 30 days from the date of completion of work.

## **29. WATER AND ELECTRIC SUPPLY**

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

The CLIENT will not be responsible for the supply of water to the Contractor.

## **30. PRICES**

The rate quoted for all items (Imported and Indigenous) shall be in Indian Rupees only. Price shall be Inclusive of all taxes & duties, labour, tools & plants, packing, freight/ transportation & insurance up to the site, loading, unloading, fee (s) for testing, inspection, documents etc. excluding GST. Fee(s) payable for obtaining statutory license/approval etc from concerned department shall be reimbursed by CLIENT on actual basis on production of original receipt from concerned department.

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CLIENT does not give any concessional forms/ certificates/ permits towards any taxes, duties & other levies like road taxes/ permits, etc.

**All items shall be fully insured by the contractor. The cost of Insurance and Freight & handling charges shall be paid by the contractor. The documents in support of insurance policy shall be submitted to CLIENT as well as the supplier before shipment.**

The contractor shall send the goods to consignee i.e., CLIENT in a fully packed condition as per requirement of component/equipment and fully insured.

The contractor shall be solely responsible to ensure the following:

- a. Sound packing of equipment / components.
- b. Shipment of the items by the due date as per schedule.
- c. Insurance.
- d. Forwarding and transshipment of equipment/components up to the destination.
- e. Insurance of Inland transshipment.
- f. Receipt of equipment at site and safe custody till they are installed, tested and commissioned & taken over by CLIENT.
- g. Execution, installation, testing and commissioning of the installation as specified in the tender.
- h. Handing over of installation to the authorized representative of CLIENT.

### **31. GUARANTEE / WARRANTY**

All the items of equipment and installations shall be guaranteed to be free from defective workmanship or materials for a period of 2 years from the date of handing over. The Contractor at his own cost shall rectify any defect /replace material that may appear during the period.

During this period, the contractor shall without any extra cost, carry out all routine and special maintenance of the works executed by him and attend to any difficulties and defects that may arise in the day to day operation of the system within 24 hrs. Of complaint reported by CLIENT.

The Contractor shall guarantee that all material, machinery, Consumables and components, supplied, fabricated, designed and installed by him shall be free from defects due to faulty material and/or workmanship and that the system shall perform satisfactorily, and the efficiency of the system and all the components shall not be less than the values laid down in the specifications and the capacities shall be at least equal to those specified. During the guarantee period any or all components found to be defective shall be replaced or repaired free of charge and shortcoming found in the system as specified shall be removed at no extra cost. The Contractor shall provide the necessary personnel and tools for fulfilling the guarantee. If the defects are not remedied within a reasonable time, CLIENT may proceed to get the defects remedied at the Contractor's risk & expenses without prejudices to his right. The Contractor shall without any cost to the Employer carry out during the guarantee period all routine and special maintenance of the system and attend to any defects that may arise in the operation of the system.

The Contractor shall hold himself fully responsible for reinstallation or replace free of cost to CLIENT during the defect liability period as stipulated hereunder.

- a) Any defective material supplied by the Contractor or defective workmanship of the Contractor.

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- b) Any material supplied by CLIENT which is proved to be damaged or destroyed as a result of defective workmanship by the Contractor.

### **32. ARRANGEMENT OF MATERIALS**

All the materials required for this work should conform to relevant BIS Specifications unless otherwise specified. The copies of Purchase Vouchers & Gate Passes should be produced along with the materials. The test certificates, Routine test certificates and acceptance test certificates are also to be submitted.

### **33. STORAGE OF MATERIALS**

The storage and custody of materials brought to site is the full responsibility of the contractor. Necessary store rooms if necessary should be constructed by the contractor. The land required for stores will be provided by the CLIENT free of cost. The store should have double lock arrangement with one key with the CLIENT Engineer-in-charge and the other with the Contractor. **All materials supplied by the contractor should be covered under storage insurance.**

### **34. PROCUREMENT OF MATERIALS**

Contractor shall make his own arrangements for the timely procurement of all materials required for the work. Status of procurement of every item required for the project is to be submitted every week. In case materials are not supplied in time, Engineer in charge will arrange for procurement directly from the supplier and the expenses incurred will be deducted from the contractor's bill. Immediately on award of contract, the contractor has to submit the list of makes of item, which he is planning to procure for the project and approval has to be obtained from the engineer in charge. After the make approval, detailed specification/drawings/ test reports etc of every item has to be submitted.

### **35. BYE-LAWS**

- a) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Contractor shall indemnify CLIENT against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, licence fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

- b) The Electrical works shall be carried out as per the local electrical inspectorate standards/specifications/guide lines and the contractor shall get the approval and safety certificate from the inspectorate after the completion of work and before energisation.
- c) The Contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
- d) The contractor should liaise with local authorities to ascertain the underground cables, pipes,



SITC of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port ducts etc., if any, in the areas of construction site and furnish to the Engineer-in-Charge the information and precautions that are being taken to avoid damages.

- e) The work shall be carried out without infringing on any of the local Municipal Bye-Laws.

### **36. CONFORMITY TO RULES AND REGULATIONS**

- 1 The work shall be carried out in the best workmanlike manner in conformity with this specification, the relevant specification/codes of practice of the Bureau of Indian Standards or IEC recommendations (Except where specified otherwise) and other relevant Indian/International standards with latest amendments, approved drawings and the instructions issued by the Engineer-in-charge or his authorised representative, from time to time. Equipment meeting any other authoritative standard, which ensures an equal or better quality than the above standards, will also be acceptable.
- 2 In addition to the standards, all works shall also conform to the requirements of the followings:
  - a) All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act- 2003, Indian Electricity Rules 1956 amended upto date (Date of call of tender unless specified otherwise)
  - b) The works shall also conform to relevant Bureau of Indian Standards' Codes of practice (COP) for the type of work involved.
  - c) Materials to be used in work shall be ISI marked/UL certified wherever applicable.
  - d) In all electrical installation works, relevant Safety codes of practices shall be followed.
  - e) Fire Insurance Regulations.
  - f) Regulations laid down by the Chief Electrical Inspector of the State Electrical Inspectorate/State Electricity Board/ Central Electrical Authority or any other agencies concerned.
  - g) Regulations laid down by Fire & Rescue Services and National Building Code.
  - h) Any other regulations laid down by the local authorities.
  - i) Installation & operating manuals of original manufacturers of equipment.

### **37. CONTRACT DOCUMENTS**

The Contract document is confidential and must strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers, if necessary) and to the purpose of the contract.

### **38. PLAN OF OPERATION AND CO-ORDINATION**

For execution of the work under the contract the contractor shall be required to co-ordinate his work with that of other contractors performing works at the site and also in the same areas. So far as practicable all contractors shall have equal rights to use all roads, ground and facilities made available for the joint use of the contractors. The contractor shall permit such works to be carried out without any hindrance and fully co-ordinate his activities with other agencies. No compensation or claim for such contingencies shall be entertained.

### **39. SAFETY**

The contractor shall take necessary precautions to ensure safety of his crew, materials, equipment and the works during the period of the contract. No claim from the contractor for loss of or damage to equipment, materials, crew of the works during the course of the work due to natural causes like cyclones, gales, floods, rains or other cause or combination of causes will be entertained by CLIENT. The contractor shall be fully liable to compensate CLIENT for any loss or damage to works till the time of taking over of the work by CLIENT.

**40. ASSISTANCE FOR TAKING MEASUREMENTS**

The contractor shall provide necessary labour and assistance to the Engineer-in-charge for checking layout, alignments, levels and other survey works connected with the execution of work and also for taking measurement for finalised works at no extra cost.

**41. SCHEDULE OF QUANTITIES AND RATES**

The schedule of quantities to be read in conjunction with these Particular Specifications, special conditions, general conditions of contract, specifications, drawings documents forming part of this contract. All corrections in the tender schedule shall be duly attested by the dated initials of the tenderer. Corrections which are not attested may entail the rejection of the tender. The tender document should be signed and returned without detaching any part of the document.

Rates shall include labour, materials, tools, plants, appliances, transport, equipment, taxes, duties, water and power supply, metering and consumption charges, temporary plumbing, cost of cistern sheds for materials, contractor's supervision, overheads, profits, general risks or liabilities and all that is necessary for the satisfactory completion of the job. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever other than what is approved in the contract.

**42. SITE INVESTIGATION**

The contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and uncertainties of weather, or similar physical conditions of the site, the conformation and conditions of the ground, the character, the quality and quantities of surface and sub-surface materials to be encountered, including the subsoil water levels, the character of equipment facilities needed preliminary to and during the progress of the work, and all other matters upon which information is reasonably obtainable and which can in any way affect the work or his cost thereof under this contract. Any failure of the contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for not estimating properly the difficulty or cost of successfully performing the work. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with drawings and specifications. The contractor shall note that if any clarifications regarding specifications, conditions of contract, schedule of quantities, scope of work, etc. are required, he should contact the Engineer-in-Charge, CLIENT. No claim on account of ambiguity in any respect will be entertained.

**43. DRAINAGE ARRANGEMENTS**

The contractor shall control the grading in the vicinity of the buildings and trenches, so that surface water is prevented from running into excavated areas. The contractor shall also be responsible to see that no area around his works becomes flooded during the rainy season because of his piled up material, etc. and subsequently flood other buildings. At the discretion of the Engineer-in-charge the contractor shall take steps to prevent flooding. It shall be the contractor's responsibility to keep areas around his work dry. The cost of repairing flood damage shall be the sole responsibility of the contractor.

**44. TESTING AND MEASURING EQUIPMENTS**

Equipment for measurement of work and testing the installation shall be procured by the Contractor for their use at their own cost. The same shall also be made available to the Engineer-in-charge without any charges to CLIENT. Equipment for measurement shall be made available at site for use

SITC of NVR and HDD's for the 2 nos. CCTV monitors at CISF Control room of Cochin Port of Engineer-in- Charge and shall be periodically calibrated.

#### **45. SECURITY RULES**

The contractor shall follow all Security rules existing in the Port premises and strictly adhered to security norms. The Port security is under CISF and entry to the restricted area will be subject to security checks and other security procedures existing in working Ports. Only selected persons will be permitted to enter to restricted areas under special permission as required for the completion of the project.

The contractor shall also follow at site all Security rules as may be framed by the CLIENT from time to time regarding removal of materials from site, issue of identity cards, control of entry of personnel and all similar matters. The contractor and his personnel shall abide by all security measures imposed by the Managing Director or his duly authorised representative from time to time.

The contractor shall take ultimate care while working in a running port and minimize nuisance to the public. All the work sites shall be separated by providing temporary partitions as directed by Engineer-in-charge. Fencing, partitions, signages shall be provided as per directions of Engineer-in-charge.

**SIGNATURE OF TENDERER**

## **SECTION IV**

# **SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

**SCOPE OF WORK & SPECIFICATION**

1. Cochin Port Trust has installed 42 Nos. CCTV cameras at various locations. The IP cameras and NVR's installed in Cochin Port are SAMSUNG make WISENET X and Q series. The details of the existing cameras and NVR's are furnished below.

<b>No.</b>	<b>Type of Camera / NVR</b>	<b>Make of Camera / NVR</b>
1	Box Type Zoom Camera	WISENET XNO-6120R
2	IR Dome Camera	WISENET XNF-8010R
3	IR Dome camera	WISENET Q SERIES QND-6070R
4	Bullet IR Dome camera	WISENET QNO-6070R
5	4 Channel NVR With HDD	WISENET XRN-810S
6	16 Channel NVR With HDD	WISENET XRN-1610

2. The NVR's proposed to be installed shall be compatible with the existing cameras and software and shall be integrated with the existing systems.
3. The proposed NVR's shall be ONVIF compliant and be suitable for working in 230V AC +/- 10% , 50 Hz. Single phase supply.
4. The Hard Disks supplied shall have a memory back up of 90 days.
5. All products offered shall be CE (EN)/FCC certified.
6. The items quoted by the tenderer should be in production. The tenderer shall submit a certificate to the effect that all services necessary to operate the system, i.e. spare parts, maintenance support, etc will be available for a period of at least ten years after the final handover.
7. The Manufacturers or Authorized Dealer of the Manufacturer shall quote. If the tenderer is authorized dealer, in order to ascertain the technical support from the Manufacturer, they shall enclose along with the Tender, the self attested / notarized authorization letters from the Manufacturer.

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