

COCHIN PORT AUTHORITY
COCHIN-682009, KERALA, INDIA

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**TENDER DOCUMENT FOR REPLACING THE DAMAGED
CELL TYPE RUBBER FENDERS (1700 H) AT COT.**

TECHNICAL BID (e-Tendering Mode)

Website:www.tenderwizard.com/CPT

CHIEF ENGINEER'S OFFICE

COCHIN PORT AUTHORITY

COCHIN-682009

TENDER No.T6/T-1967/2022-C

Rs.1000/-+12% GST ie, Rs.1120/-

COCHIN PORT AUTHORITY

TENDER FOR ‘REPLACING THE DAMAGED CELL TYPE RUBBER FENDERS (1700 H) AT COT’ (Tender No.T6/T-1967/2022-C)

CONTENTS

Sl No:	Items	Page Nos.
1	Tender Notice	2-8
2	Tender for Works	9-10
3	Contract Data	11-14
4	Instructions to Tenderers	15-18
5	General Description and Special Conditions of Contract	19-28
6	Technical Specifications of Fenders	29-35
7	Proforma of irrevocable bank guarantee for security deposit (Annexure-I)	36-38
8	Proforma of irrevocable bank guarantee for performance of fenders - (Annexure-II)	39-41
9	Drawing No.I- Details of Fender	42
10	Drawing No.II- Site Plan	43
11	General Conditions of Contract-2016. (Attached Separately)	

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY

**CHIEF ENGINEER'S OFFICE,
COCHIN – 682009**

No.T6/T-1967/2020-C

Dated:-16/05/2022

1. TENDER NOTICE

1.1 Electronic tenders (e-tenders) in “**Two Cover System**” for “**Replacing the damaged Cell type Rubber Fenders (1700 H) at COT.**” are invited by the Suptdg. Engineer(CM), Cochin Port Authority, Willingdon Island, Cochin- 9 and will be received **up to 14.30hrs. on 06/06/2022.**The tenders shall be submitted in accordance with the ‘Instruction to Tenderers’ and ‘General Description and Special Conditions of Contract’ etc. as detailed in the Tender Documents. The tenders will be opened by the Suptdg.Engineer, Cochin Port Authority at this office on the same day at **15.00 hrs.**

Estimated cost: Rs.26,97,750/-

1.2 The Tender Document can be down loaded from the e-tendering portal www.tenderwizard.com/CPT from **10.00hrs. on 16/05/2022 to 14.30hrs on 06/06/2022** by making online requisition & submission of Demand Draft / Banker’s Cheque for **Rs.1000/-+GST @12%(ie, Rs.1120/-)** drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi, being the cost of single copy of the Tender Document. **Scanned copy of the DD/ Banker’s Cheque shall be attached with the e-tender.**

1.3 The Tender Documents are also available at Port’s website www.cochinport.gov.in or Government of India (CPP) tender portal for reference.

1.4 The bidders need to obtain the one time User ID & password for log-in to e-Tendering Portal www.tenderwizard.com/CPT from the service provider M/s.KEONICS by paying registration amount of Rs.1124/- through online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”.

1.5 The tender shall be submitted by an individual or by a registered Partnership firm or by a Limited Company. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing 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 authorization. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company. **Joint Venture is not allowed in the tender.**

- 1.6 **The tenders shall be submitted “on line” strictly in accordance with the Instructions to Tenderers and General Description and Special Conditions of Contract given in the Tender Document.** The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender form and EMD; proof of experience, financial details, etc. along with e-tenders.
- 1.7 Original DD / Bankers Cheque towards the cost of tender and EMD, shall be submitted in a sealed cover to the **Suptdg. Engineer (CM), Cochin Port Authority, W/Island, Cochin-682009, KERALA, and these original documents shall be reached to the employer within 3 (THREE) working days from the Bid Due date. Non submission of original financial instruments towards the cost of tender document, EMD, within the above period leads to disqualification of Bids.**
- 1.8 The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. **For further details, please contact e-Tender Help Desk No. 080-40482000/ 9746118529/9605557738.**

1.9 EARNEST MONEY TO BE DEPOSITED

- 1.9.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.26,980/-**. The Earnest Money can be deposited through Demand Draft or Banker’s Cheque or Pay Order from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority. The original DD/Banker’s Cheque/ Pay Order shall be submitted to the Chief Engineer/ Dy.CE/SE, Cochin Port Authority, Cochin-9, before opening time of the tender. Scanned copy of the DD/ Banker’s Cheque/ Pay Order shall be attached with the tender submitted “online”. The Earnest Money deposited will not carry any interest.

1.10 Tender Submission/Opening:

- 1.10.1 The time schedule for various activities in connection with this tender will be as follows.

Description of activity	Schedule time	Venue
a)Last date & time for submission of tenders	14.30 hrs on 06/06/2022	-----
b)Public opening of Tenders	15.00 hrs on 06/06/2022	Chief Engineer’s Office

1.10.2 Tender shall include Cover A containing hard copy of “**EMD & COST OF TEDNER FORM**”. All other technical details including Technical Bid & Price Bid shall be submitted only **online**.

1.10.3 Technical Bid & Price Bid shall be submitted only ‘Online’. The name and address of the tenderer shall be necessarily entered in the space provided in ‘Price Bid’.

1.11 The right of acceptance of tender will rest with Port Authority Board who does not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all of the tenders received without assigning any reason.

1.12 The Chief Engineer/ Dy. CE/ Suptdg. Engineer 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 event of a tender being rejected, the Earnest Money paid with such unaccepted tender shall be refunded to the tenderer by the Financial Adviser and Chief Accounts Officer direct.

1.13 i) The tenderer should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 60 days for which request in writing/ telefax/e-mail by the Chief Engineer before the expiry of the original validity would be sufficient intimation. The receipt of the intimation of the Chief Engineer should be acknowledged.

ii) 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.

1.14 The tenderer shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.

1.15 The tenderer shall be deemed to have full knowledge of all documents, site, etc. whether he has inspected them or not. The submission of a tender by tenderer implies that he has read this notice and General Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender.

1.16 Performance Security:

1.16.1 Within not later than 14 days from the date 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 3% of the Contract Price rounded off to the nearest Rs.1000/- in the following forms:

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

- (ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any scheduled bank operating in India as per the proforma.
- 1.16.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalised /Scheduled Indian bank having its branch at Cochin acceptable by **Cochin Port Authority**. The BG shall be issued in favor of **Cochin Port Authority** in the proforma at Annexure-I.
- 1.16.3 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.
- 1.16.4 The above Performance Security shall be refunded to the contractor on furnishing the Bank Guarantee for Performance Guarantee of fenders amounting to 25% of contract value as per Clause 1.17 below.
- 1.17 Performance Guarantee for Fenders**
- 1.17.1 The successful tenderer will be required to furnish Performance Guarantee in the form of irrevocable Bank Guarantee as security for due performance of the contract in the proforma at Annexure-II. The above Performance Guarantee shall be produced in Bank Guarantee, issued by Nationalised banks/ Scheduled Banks in India of value equal to 25% of the contract value.
- 1.17.2 The Bank Guarantee thus furnished shall be valid for 5 years from the date of completion of the whole work and completion of the same as certified by the Engineer- in-charge.
- 1.17.3 Any payment to the successful bidder will be made only after producing the Performance Guarantee in the form of Irrevocable Bank Guarantee. The BG thus furnished will be retained as a security for the due and proper fulfillment of performance of the fenders for 5 years from the date of completion of the installation of the fenders and completion of the same as certified by the Engineer-in-charge. Such BGs shall be encashed in full or part as decided by the Chief Engineer, whose decision will be final and binding on the contractor on failure of Contractor to perform or non fulfillment by the Contractor of the terms and conditions of the work of providing and fixing of the fenders or on performance failure of fenders supplied and installed as per the requirement in the contract.
- 1.18 EMD shall be refunded to the Contractor on acceptance of Performance Security and entering into agreement. The EMD of the unsuccessful bidder other than L1 & L2 will be refunded immediately after ranking of Bids. The EMD of L2 bidder shall be refunded immediately after entering into agreement with L1 bidder and acceptance of Performance Security.
- 1.19 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 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.

1.20 **Signing of Agreement:**

1.20.1 The successful tenderer will be required to execute within **21 days** from the date of receipt of work order, an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental form, consisting of:

- a) The Tender Notice, all the documents including additional conditions/specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to, and
- b) General Conditions of Contract-2016 (GCC), for the due and proper fulfillment of the Contract.

1.20.2 The Contractor shall make 10 copies of the Agreement and submit to CoPT within 7 days following the date of signing of Agreement.

1.21 Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Port.

1.22 Failure to comply with conditions **1.13, 1.16 and 1.19** above will entail forfeiture of the Earnest Money.

1.23 Tenders received shall be considered for acceptance, only if it meets the Minimum Qualification Criteria stipulated below:

Minimum Qualification criteria required for considering tenders:

(i) Experience:

The tenderer should have successfully completed at least:
one similar work of value not less than Rs.21.58 lakhs

OR

two similar works, each of value not less than Rs.13.49 lakhs

OR

three similar works, each of value not less than Rs.10.79 lakhs,
during the preceding seven years ending 30th April 2022.

Explanatory notes:

- (a) Similar work(s) means “*Supplying and fixing Rubber Fenders for jetties/ Berths*”.

- (b) The experience certificate of works executed in private sectors/ organizations, shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- (c) Copy of completion certificates of each work issued by the owner/ responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
- (d) The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or sub Contractor. The subcontractor shall be an authorized and approved sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach 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. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.
- (e) Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

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

(ii) **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2021 shall not be less than Rs.8.09 lakhs.

In proof of this Audited Annual Accounts Statements or IT returns duly acknowledged by the Income Tax department along with computation statement signed by the Auditor/ Chartered Accountant, for the last three years shall be produced by the tenderer.

- 1.24 Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
- 1.25 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

- 1.26 The tenderer shall specify the PAN No. allotted to him so that Chief Engineer/ Executive Engineer can ascertain his liability to the Income Tax Department.
- 1.27 The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- 1.28 Tender Documents can be seen at Chief Engineer's Office during working hours on all days except on Sundays, second and fourth Saturdays and Public Holidays.
- 1.29 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, as applicable under the act.**
If the number of employees proposed to be engaged in the work is less than the threshold limit under ESI/ EPF act, an undertaking to this effect shall be included in the tender submission.
- 1.30 **Taxes and Duties:**
- 1.30.1 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.
- 1.30.2. GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Authority, which will be paid to the Contractor by the Board along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected. The following are also to be considered while claiming payment towards GST:
- i. Invoice in specific format should be provided by the Contractor for every payment.
 - ii. GST Registration Number of Cochin Port Authority and the Contractor is to be clearly mentioned with all the bills.
 - iii. Invoice should be attached along with the running bills.
 - iv. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.
- 1.30.3. Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Authority will result in the summary rejection of his /their tender.
- 1.31 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 Contractor's account.
- 1.32 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.
- 1.33 This Tender Notice shall form part of the Contract.

Chief Engineer
COCHIN PORT AUTHORITY
For and on behalf of the Board of Major Port Authority for Cochin Port.

2. TENDER FOR WORKS

To

**The Board of Major Port Authority for Cochin Port,
Through
The Chief Engineer
Cochin Port Authority, Cochin -9**

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

MEMORANDUM

- a) General description of work : **Replacing the damaged Cell type Rubber Fenders (1700 H) at COT.**
- b) Estimated cost : Rs.32,79,000.00
- c) Estimated cost Put to Tender : Rs.26,97,750/-
- d) Earnest Money : Rs.26,980/-
- e) Performance Security : 3% of the value of the Contract awarded.
- f) Performance Guarantee for Fenders : 25% of the Contract Value.
- g) Percentage, if any, to be deducted from the bills : NA
- h) Time allowed for commencement of work from the date of receipt of work order : **7 days**
- i) Time allowed for the work from the date of commencement of work : **4 Months**
- j) Schedule, specifications, conditions, drawings etc. : As per "Contents" sheet attached.

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..... has been deposited with Financial Adviser and Chief Accounts Officer of the Port Authority 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 Contract Data 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 Contract Data 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 Conditions of Contract.

Dated the day of 2022

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

The above tender is hereby accepted by me for and on behalf of the Board.

Dated theday of2022.

Dated.....

**Chief Engineer
Cochin Port Authority**

3. CONTRACT DATA

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

Sl. No.	Description	Reference Cl.No. of GCC												
1	<i>The following documents are also part of the Contract</i>													
	The Schedule of other Contractors ----- i)	(8.2) N.A												
	The Schedule of Key personnel	(9) N.A												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Qualification of Staff</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Min. Experience (Years)</th> <th style="text-align: center;">Rate of recovery in case of non-compliance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Graduate Engineer or</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">Rs.15,000/- p.m</td> </tr> <tr> <td style="text-align: center;">Diploma Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> <td style="text-align: center;">Rs.15,000/- p.m</td> </tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance	Graduate Engineer or	1	2	Rs.15,000/- p.m	Diploma Engineer	1	5	Rs.15,000/- p.m	
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance											
Graduate Engineer or	1	2	Rs.15,000/- p.m											
Diploma Engineer	1	5	Rs.15,000/- p.m											
2	The Employer is	(1)												
	The Board of Major Port Authority for Cochin Port, Cochin -9													
	Name of Authorized Representative:													
	Name: Dr. M. Beena, Chairperson, Cochin Port Authority, Cochin -9.													
3	The Engineer is:													
	Name : Shri. Paritosh Bala, Chief Engineer, Cochin Port Authority, Cochin-9.													
	The Nominee/ Engineer-in-Charge is:													
	Name : Sri. A.G.Sathyan, Suptdg. Engineer(CM)													
4	Name of Contract: “Replacing the damaged Cell type Rubber Fenders (1700 H) at COT. Tender No : T6/T-1967/2020-C	(1)												
5	10 copies of Contract Agreement shall be furnished by the Contractor	[7.1]												

Sl. No.	Description	Reference Cl.No. of GCC				
6	Tender Document and other data are available at : Chief Engineer's Office, Cochin Port Authority, W/Island, Cochin – 682009, KERALA.	(7.2)				
7	The Intended Completion Date for the whole of the Work is 4 Months with the following milestones:	(17.28)				
8	<p>Milestone dates:</p> <table border="1" data-bbox="293 689 1088 916"> <thead> <tr> <th data-bbox="293 689 695 808">Physical works to be completed</th> <th data-bbox="695 689 1088 808">Period from the date of receipt of LoA to proceed with the work</th> </tr> </thead> <tbody> <tr> <td data-bbox="293 808 695 916">4 Months</td> <td data-bbox="695 808 1088 916">7 days</td> </tr> </tbody> </table>	Physical works to be completed	Period from the date of receipt of LoA to proceed with the work	4 Months	7 days	
Physical works to be completed	Period from the date of receipt of LoA to proceed with the work					
4 Months	7 days					
9	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> (1) Form of Agreement (2) Letter of Acceptance (3) Contractor's Bid (4) Contract Data (5) General Conditions of Contract (GCC) (6) Instructions to Tenderers (7) General Description and Special Conditions of Contract (8) Detailed Specifications for Materials and Works (9) Drawings (if any) (10) Schedule of quantities and (11) Any other documents listed in the Contract Data as forming part of the Contract. (12) 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 	(2.3)				
10	The Contractor shall submit a Program for the Works within 7 (Seven) days of date of the Letter of Acceptance.	(27)				
11	<p>The site possession date: The site will be handed over within 7 (Seven) days after receipt of LoA and the site is free from encumbrances.</p>	(21)				
12	The Start Date shall be within 7 (Seven) days from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.	(1)				

Sl. No.	Description	Reference Cl.No. of GCC
13	The site is located at W/ Island	
14	The Defects Liability Period is : FIVE years from the date of completion of work.	(35)
15	The minimum insurance cover for physical property, injury and death is Rs.10 lakhs (Rupees Ten lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13)
16	The following events shall also be Compensation Events: -----	(44) N/A
17	The period between Programme updates shall be 30 days	(27)
18	The amount to be with held for late submission of an updated Programme shall be (Rupees only)	(27) N/A
19	The language of the Contract documents is English.	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is Indian Rupees.	(46)
22	The proportion of payments retained (Retention Money) shall be 5% from each bill subject to a maximum of 5% of the Contract price or value of the work done whichever is higher.	(48) NA
23	The maximum amount of Liquidated Damages for the whole of the works is 10% of the Contract Price.	[49]
24	The amounts of the advance payments : The advance payments as applicable to the Contract are: -----	[51] N/A
25	Repayment of advance payment for mobilization : -----	[51] N/A
26	Repayment of advance payment for Construction and Equipment: -----	[51] N/A
27	Repayment of Secured Advance: -----	N/A
28	The date by which “As Built Drawings” are required is within -- days of issue of certificate of completion of whole or section of the work, as the case may be.	(58) N/A
29	The amount to be withheld for failing to supply “As Built Drawings” and/or operating and maintenance manuals by the date required is Rs..... (Rupees -----)	(58) N/A
30	Schedule of Rates Applicable: CPWD DSR 2018 + 55% Cost Index x 0.8768 for deducting GST.	

Sl. No.	Description	Reference Cl.No. of GCC
31	Base Rate for materials to be considered for price variation :----- (i) Cement consumed for various items of work : Rs..... per tonne (ii) Reinforcement steel used under various items : Rs..... per tonne (iii) Structural Steel used under various items: Rs..... per tonne (iv) Bitumen under various items in: Rs..... per tonne (v) Bitumen Emulsion (MS&RS) under various items in: Rs..... per tonne	(47) N/A
32	Permissible wastage on theoretical quantities of (a) Cement : 2% (b) Steel Reinforcement and structural steel sections for each diameter, section and category : 5.99% (c) Bitumen/Bitumen Emulsion : 2.5%	(47) NA

4. INSTRUCTIONS TO TENDERERS

- 4.1 Electronic Tenders (e-tenders) on percentage basis under “Two Cover system” are invited for **“Replacing the damaged Cell type Rubber Fenders (1700 H) at COT.”** The tenderer shall submit the tender Cover-A (Hard Copy of EMD & Cost of Tender form). All the Technical Bid documents & Price Bid shall be submitted **“online”**.
- 4.2 The tenderer shall submit the tender Cover-A (Hard Copy of EMD & Cost of Tender form). All the Technical Bid documents & Price Bid shall be submitted **“online”**.
- 4.3 The Tender Document will be available as three separate files in the e-tendering Portal:
- i. A. Technical Bid Documents (as per Sl. No 1 to 7 of the Contents sheet)
 - ii. B. Price Bid: Schedule of quantities of Work- Schedule-A and
 - iii. C. General Conditions of Contract-2016
- 4.4 The tenderer shall upload the documents indicated in 4.3 (i) & (iii) above and also the Schedule of Quantities(Percentage) [as per Cl. 4.3(ii), duly filled in, **“online”**.

4.5 SUBMISSION OF TENDERS

- 4.5.1 The Cover A shall contain – hard copy of EMD as described in Clause 1.9.1 of Tender Notice & Cost of Tender form as mentioned in Clause 1.2 of Tender Notice shall be submitted **within 3 (THREE) working days from the Bid Due date.**

4.5.2 Technical Bid (Online mode)

Technical Bid shall contain all technical and commercial details except Schedule of Quantities. It shall consist scanned/ soft copies of the following documents.

- a) A covering letter from the tenderer enlisting the enclosures/ attachments.
- b) Original Tender Document (Technical Bid) except Schedule of Quantities.
- c) Copy of the documents in proof of fulfillment of the Minimum Qualification Criteria.
- d) Copy of PAN Card, ESI/EPF & GST Registration documents.
- e) Copy of Authorisation documents of Signatory of the bid in case of Registered Partnership firm / Limited company
- f) Partnership deed or Memorandum and Article of Association of the company and registration certificate of the company as the case may be.

g) Any other relevant document.

4.5.2.3 Scanned copies of all documents as per Clause 4.5.2, EMD and Cost of Tender Form shall be submitted as “Technical Bid”.

4.5.2.4 Departmental Tender Document (except Schedule of Quantities), along with scanned copies of Cost of Tender form, EMD and other documents as per Clause 4.5.2 shall be submitted ‘**online**’ before 14.30 hrs of opening date of the Tender. **In no case shall filled in Price Bid - Schedule of Quantities be submitted in hard copy, as it shall result in rejection of the tender.**

4.5.3 Price Bid:

4.5.3.1 Price Bid shall contain only the “Schedule of Quantities”, which shall be submitted **only in e-tendering mode.**

4.5.3.2 **Tenderer should ensure that his tendered percentage as per ‘Price Bid’ is not mentioned anywhere in any other documents, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.**

4.5.3.3 **Tenderer shall quote the percentage in figures with Above/Below the departmental rate in the last page of Price Bid, where space provided.**

4.6 PRE-QUALIFICATION CRITERIA

4.6.1. Selection criteria for qualifying the tenderers for opening the Price Bids in Cover ‘B’ of the tender will be as below:

(i) **Experience :**

The tenderer should have successfully completed at least
One similar work of value not less than Rs.21.58 lakhs

OR

two similar works, each of value not less than Rs.13.49 lakhs

OR

three similar works, each of value not less than Rs.10.79 lakhs,
during the preceding seven years ending 30th April 2022.

Explanatory notes:

a) Similar work(s) means “**Supplying and fixing Cell Type Rubber Fender**”.

b) Copy of completion certificates of each work issued by the owner/responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.

c) The experience certificate of works executed in private sectors/

organisations, shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.

- d) The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or sub Contractor. The sub-Contractor shall be an authorized and approved sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach 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. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.
- e) Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

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

(ii) **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2021 shall not be less than Rs.8.09 Lakhs.

In proof of this Audited Annual Accounts Statements or IT returns duly acknowledged by the Income Tax department along with computation statement signed by the Auditor/ Chartered Accountant for the last three years shall be produced by the tenderer.

4.7. OPENING AND EVALUATION OF TENDERS

4.7.1 Technical Bids of the tenders received shall be opened at 15.00 hrs. on **06/06/2022**, the last date fixed for receiving the bid, in the SE's chamber in the presence of the tenderers or their representatives as may be present.

4.7.2 After opening the Technical Bid documents, it shall be thoroughly checked for completeness with respect to the details stipulated to be submitted as Technical Bid by the tenderer. The Price Bid of those tenderers satisfying the tender requirements shall only be opened. The Price Bid of those tenderers who are found responsive and satisfactory on evaluation of Technical Bid documents, will be opened after bringing all tenderers to the same footing and giving notice to the short listed tenderers, on a date to be decided and intimated later.

4.8 GENERAL INSTRUCTIONS TO TENDERERS

4.8.1 The submission of a tender by the tenderer implies that he has read the whole tender Documents including GCC-2016.

- 4.8.2 The tenderer is advised to visit and examine the site of work and its Surroundings, discuss with connected agencies and collect all necessary information on his own responsibility for preparing the tender.
- 4.8.3 The tenderer is expected to examine the Tender Documents including all conditions, specifications, forms etc and also conditions in the G.C.C. Failure to furnish the information required in the Tender Documents/ G.C.C. or submission of a tender not conforming to the requirements in every respect, is likely to result in the rejection of the tender.
- 4.8.4 The tenderer shall quote for the work on percentage basis. The departmental rate for each item of work is given in the Schedule of Quantities. The tenderer shall fill the percentage above or below the Departmental rate, in the column provided for the purpose in the Schedule.
- 4.8.5 In case of discrepancy between the specifications and the drawings, the following order of preference shall be observed:
- a. Conditions & Specifications of tender
 - b. Drawings.
 - c. B.I.S Specifications.
 - d. Sound Engineering Practice.
- 4.8.6. If there are varying or conflicting provisions made in any document forming part of the Contract, the Chief Engineer, Cochin Port Authority, Cochin-682009 shall be the deciding authority with regard to the intention of the document which will be binding on the tenderer/ Contractor.
- 4.8.7 Any error in description, any omissions there shall not vitiate the Contract or release the Contractor from the execution of whole or any part of the works comprised therein according to specifications or from any of his obligation under the Contract.
- 4.8.8 The Chief Engineer, Cochin Port Authority shall have the right to omit or Suspend certain items of work or revise or amend the Tender. Documents at any time prior to the due date of submission of the tender. Such revisions or amendments or extensions if any, shall be communicated to all the bidders who have downloaded the Tender Documents, in the form of an addendum by telefax /e- mail / writing. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Authority may, at its discretion, extend the due date for submission of tender.
- 4.8.9 All payments due to the Contractor under this Contract will be made in Indian Rupees only.
- 4.8.10 Tenders received after the date specified for submission shall not be opened.
- 4.8.11 The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to by the Chief Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Authority by the issuing bank.

SIGNATURE OF TENDERER.

5.GENERAL DESCRIPTION AND SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The proposed work is for “Replacing the damaged 1700H Cell type Rubber Fenders with all fixtures/ accessories after removing the existing damaged fender at Cochin Oil Terminal (COT) of Cochin Port”.

2. SCOPE OF WORK

The Scope of Work under this tender includes:

- i. Dismantling / removing existing damaged fender with all fixtures/ accessories and stacking at the place pointed out by the Engineer-in-charge.
- ii. Supplying and fixing 1700H Cell Type Rubber Fender with all fixtures & accessories in place of the damaged/ removed Fender.

3. SITE CONDITION

3.1 Work Site

The work has to be carried out at Cochin Oil Terminal (COT) of Cochin Port. The site is not accessible through road and only accessible through water. These areas are operational and protected areas and hence security rules and regulations including obtaining passes etc. for work are to be observed by the contractor. The work is to be carried out without disturbing the normal Port operations. **A General layout showing the location of various berths is enclosed.**

3.2 Reference Level

3.2.1 All the levels indicated in the drawings and/or specifications are with reference to Port Chart Datum, which is at 0.582 m below Mean Sea Level. The contractor shall establish reference benchmarks at suitable spots. The maintenance of these reference benchmarks will be the responsibility of the contractor for which no payment will be made.

3.2.2 The tenderers shall make their own arrangements for inspecting the area and satisfying themselves regarding the water depth available in this area.

3.3 Tide and Flood Levels

3.3.1 The tides at Cochin are semi-diurnal with a marked daily inequality. The contractor shall carefully investigate the records of all past states of tides and flood and shall be held to have satisfied himself on all the tide and flood levels likely to prevail during the period of contract so far as it may affect the work.

3.3.2 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.

3.4 Tide Levels with reference to Port Chart Datum (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

3.5 Current

The maximum current expected in the area of work is about 0.5 metre/sec.

3.6 **Waves**

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

3.7 **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 southwest 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.

3.8 **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.

3.9 **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.

3.10 **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

4. **TIME SCHEDULE AND MONITORING OF PROGRESS**

4.1 The tenderer shall prepare and attach with the tender a detailed work schedule indicating key activities and critical items for completing the work within the stipulated Contract period of Four months. This time schedule will form the basis for monitoring the progress of work.

4.2 The contractor shall furnish to the Engineer-in-charge monthly progress report of the work during executing in the approved proforma indicating delay, if any, its reason and proposal to cover up the delay.

5. **MATERIALS / FACILITIES TO BE PROVIDED BY DEPARTMENT**

5.1 **CONTRACTOR'S WORK AREA**

Space will be made available to the Contractor free of rent for storing materials and equipments etc., adjacent to the work site for the duration of the Contract.

After the work is over, Contractor shall at his cost, reinstate the area by clearing the temporary works, debris etc. as decided by the Engineer's Nominee.

5.2 **POWER**

Electric Power required for the work can be supplied by the department from the nearest existing line of Cochin Port 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 disruption in the Power supply due to supply failure/ restrictions imposed by the Kerala State Electricity board, the department shall not be held responsible and the contractor has to make suitable alternative arrangements like generator at their cost.

6. **CONTRACTOR'S RESPONSIBILITY**

- 6.1 The tenderer shall visit the area before tendering. It will be deemed that the tenderer has visited the site and studied the site conditions before submitting the tender. The tenderer should get himself acquainted with the nature and extent of the work. No claim whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work or carriage of materials etc.
- 6.2 All materials, plants and equipments, required for the work shall be provided by the Contractor at his own cost, and shall conform to relevant I.S. Specification unless otherwise specified.
- 6.3 Samples of all materials, to be incorporated in the work shall be got approved by the Engineer's Nominee before procurement.
- 6.4 The Contractor shall thoroughly study the specifications 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.
- 6.5 All labour, skilled or unskilled shall be provided by the Contractor. Settling any dispute with the labour will be Contractor's responsibility. Insurance as per Indian Workmen's Compensation Act for the Contractors' workmen and Public Liability Policy shall be provided by the Contractor at his own cost.
- 6.6 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 shall be made good or compensated at his own cost.
- 6.7 The Contractor shall take all care and precautionary measures for avoiding any kind of damage/accidents in the work site due to any of his reasons. The Contractor shall indemnify the Port against any compensation whatsoever payable to the workmen for accident or loss arising out of and in the course of their employment under this Contract.
- 6.8 The work shall be arranged by the Contractor without causing any damage to Port structures. Any damage or accident caused by the Contractor's operation shall be compensated / made good at Contractor's risk and cost to the satisfaction of the Engineer's Nominee of the works, failing which department will do the rectification work and the cost incurred will be recovered from his bill or from security deposit.
- 6.9 The Contractor shall not construct any structure, even of temporary nature, for

any purpose at site, except with the written permission of the Engineer's Nominee of the work and any construction so put up shall be removed by the Contractor whenever the Engineer's Nominee calls upon the Contractor to do so.

- 6.10 The Contractor shall remove all temporary works, clear and make good the site, at his cost to the satisfaction of the Engineer's Nominee before the site is returned to the Port Authority. All materials shall be disposed to any place as pointed out by the Engineer's Nominee of the work and site shall be cleared in every respect at no extra cost after completion of work.
- 6.11 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's Nominee before the site is returned to the Port Authority. All such materials including debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer's Nominee 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 Authority 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 AUTHORITY, 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 in 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.
- 6.12 The Contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be taken/provided at the Contractor's cost, as directed by the Engineer-in-Charge of the work. The Contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots, safety belts etc. to the workmen at his own cost and it shall be the Contractor's responsibility to ensure that they use it while on the work site.
- 6.13 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 6.14 The contractor shall take all precautions for not to damage any cables, pipelines etc. passing through the area of work.
- 6.15 The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Public Liability Policy, 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.**

6.16 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, as applicable under the act.

If the number of employees proposed to be engaged in the work is less than the threshold limit under ESI/ EPF act, an undertaking to this effect shall be included in the tender submission.

6.17 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 and cost.

6.18 The Contractor shall also be responsible for arranging and carrying out works as mentioned in Clauses 1.1 & 1.2 above.

7. WORKMANSHIP

7.1 All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified. Whenever special conditions and other specifications deviate from the B.I.S. the former shall prevail.

7.2 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 the same shall be rectified at Contractor's cost to the full satisfaction of the Engineer's Nominee within the time allowed.

7.3 Precautions shall be taken for not to damage cables/ pipe lines etc.

7.4 The work shall be arranged in the order of preference and as directed by the Engineer's Nominee of work.

8. TEMPORARY WORKS

8.1 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's Nominee, 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's Nominee without any delay and any extra cost on this account shall be borne by the Contractor.

8.2 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.

9. TIME FOR COMPLETION

9.1 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 number of days lost due to heavy rain shall be certified by the Engineer's Nominee. The Contract period shall be extended for such certified days also without imposing compensation for delayed performance.

9.2 The whole work shall be completed in accordance with the provisions under Contract Data or such extended time as may be allowed as per clause 29 of G.C.C.

10. WORKING TIME

The normal working time of the Port Authority is from 8 a.m. to 4.00 p.m. on all weekdays. 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's Nominee 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.

11. RATES FOR VARIOUS ITEMS

The rate specified for each item shall be all inclusive value of the finished work, income tax and other taxes but excluding GST.

12. ALTERATIONS / ADDITIONS / OMISSIONS

The quantities given in the bill of quantities (Schedule of items) are only approximate and payment will be made as per actual quantity of work done and rate specified.

13. MEASUREMENT

The quantities shall, unless otherwise stated, be measured in accordance with I.S.1200.

14. For levying compensation as per Clause-49 of General Conditions of Contract (GCC), 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 conditions.

15. Clause-25 of GCC- 'Settlement of Disputes and Arbitration' is not applicable in this Contract.

16. Clause-26 of GCC- 'Computerised Measurement Book' is modified to the extent as detailed below.

Measurements of Work Done:

Executive Engineer (hereinafter called the Engineer's Nominee) shall, except as otherwise provided, as certain and determine by measurement the value in accordance with the Contract of work done.

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.

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.

If for any reason the Contractor or his authorised representative is not available and the work of recording measurements is suspended by the Engineer's Nominee or his representative, the Engineer's Nominee and the 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.

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

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

The Contractor shall give not less than seven days' notice to the Engineer'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.

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.

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.

17. Clause 45 and Clause 80 of GCC shall be modified as below;

Clause 45-Rates for items to be inclusive of Taxes The rate quoted by the Contractor shall be inclusive of the cost of provision of plant and equipment,

materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Service Tax (GST). GST as may be applicable from time to time shall be shown separately in the invoice. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence. The invoice to be submitted by the Contractor should include the GST Registration Number of the Contractor as well as the Employer.

Clause 80-Taxes and Duties Income Tax The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment. The Contractor shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

18. Sub clause **43.2** under **Clause 43:Payments,.....** in GCC 2016 stands amended as given below:

43.2 Payment of bills for Civil Works shall be regulated as detailed hereunder:

43.2.1 Any Interim/Final bill which is incomplete in any respect shall be returned to the Contractor within 5 days of date of submission of bill to the Engineer or his Nominee.

43.2.2 Interim bills shall be paid within 21 days of date of submission of bills in full shape, by the Contractor, as detailed below.

43.2.3 Clarifications/corrections if any required on an Interim bill submitted, shall be sought from the Contractor within 4 days of submission of the bill and also, all such clarifications/corrections required shall be sought at one go except in exceptional circumstances. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within 4 days thereafter. The clarified / corrected bill shall be verified and forwarded to Finance Department within the next 4 days. Clarifications if any required by the Finance Department shall be sought within 3 days and the Engineer/Nominee shall clear it on top priority within the next 3 days and, finally, the bill shall be paid to the Contractor within 3 days thereafter, i.e., within a total 21 days of date of submission of bills in full shape, as indicated above.

43.2.4 However, on request by the Contractor, 75% of the bill amount shall be paid within 7 days of submission of the bill. Balance amount of the verified bill shall be paid within 21 days of the submission of the bill, on completion of all contractual requirements as brought out at sub clause 43.2.3. above.

- 43.2.5 Final bill shall be paid within 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as detailed below.
- 43.2.6 The Contractor shall submit the Final bill to the Engineer / Nominee within 20 days of issue of Taking Over Certificate by the Engineer / Nominee. The bill shall be checked and all clarifications/corrections required on the bill submitted, shall be sought from the Contractor within 15 days thereafter. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within the next 10 days. The clarified / corrected bill shall be verified and forwarded to Finance Department within the next 15 days. Thereafter, clarifications if any required by the Finance Department shall be sought within 10 days and the Engineer/Nominee shall clear it on top priority within the next 10 days and, finally, the bill shall be paid to the Contractor within 10 days thereafter, i.e., within a total 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as indicated above.
- 43.2.7 However, on request by the Contractor, 50% of the final bill amount shall be paid within 7 days of submission of the bill, which will be adjusted against the final bill payment, on completion of all contractual requirements as brought out at sub clause 43.2.6. above.

19. The Clause 48 of “General Conditions of Contract- Retention” stands deleted.

20. The Clause 52.2 of the General Conditions of Contract related to Security Deposit, stands modified to the extent detailed below:

20.1 Performance Security shall be 3% of the Contract Value.

20.2 Performance Guarantee for Fenders

20.2.1 The successful tenderer will be required to furnish Performance Guarantee in the form of Irrevocable Bank Guarantees as Security for due Performance of the Contract- in the Proforma at Annexure-II. The above Performance Guarantee shall be produced in Bank Guarantee issued by Nationalised Banks/ Scheduled banks in India of value equal to 25% of the Contract Value. Performance Guarantee thus furnished will be treated as Security Deposit against rectifying any damages/ imperfections/ defects/ deficiency in Performance which are noticed during the Defect Liability period.

20.2.2 The Bank Guarantee thus furnished shall be valid for 5 years from the date of completion of the whole work and the completion of the same as certified by the Engineer-in-charge.

20.2.3 Any payment to the successful bidder will be made only after producing the Performance Guarantee in the form of irrevocable Bank Guarantee. The BG thus furnished will be retained as a security for the due and proper fulfilment of Performance of the Fenders and accessories for five years from the date of completion of the installation of the fenders and completion of the same as certified by the Engineer-in-charge. Such BGs shall be encashed in full or part

as decided by the Chief Engineer, whose decision will be final and binding on the contractor on failure of contractor to perform or no fulfilment by the contractor of the terms and conditions of the work of providing and fixing of the fenders or on performance failure of fenders supplied and installed as per the requirement in the contract.

20.2.4 The Performance Security furnished by the Tenderer shall only be released after furnishing the BG 25% of Contract value toward Performance Guarantee and acceptance thereof by the department.

SIGNATURE OF TENDERER

6. TECHNICAL SPECIFICATIONS OF FENDERS

6.1. General

- 6.1.1.** The layout of the berths and details of fenders are shown in the drawings. The arrangement and the shape of fenders shown in the drawings are only tentative and shall be altered/ changed, based on detailed designs.
- 6.1.2.** Fenders, Frontal Frame, Pad, Weight/ Tension Rubber Flex Chain and other accessories offered may be indigenous or imported.
- 6.1.3.** If the fenders offered are imported ones, all formalities in connection with the import such as DGTD clearance, import license etc., as applicable, foreign exchange payment, customs clearance and payment of customs duties etc shall be observed by the tenderers.
- 6.1.4.** Delivery and fixing of the fenders and accessories and fixing shall be made within Four (4) months from the date of receipt of work order. Failing to deliver the fenders and accessories and fixing within the specified time will render the contractor liable for payment of liquidated damages as per relevant conditions of contract.

6.2. Technical Specifications

6.2.1. Type and Size of Fenders & Frontal Frames.

The fenders and frontal frames with frontal pad required for the replacement are as given in Table 6.1 below:

TABLE 6.1

Location	Description	Nos.
Cochin Oil Terminal (COT)	Cell Type Rubber Fenders 1700H with the following: (i) M.S painted Frontal Frames with Frontal Pad of size 2500mm x 2500mm x 152mm, (ii) Rubber Flex weight chains and its fixtures (iii) Rubber Flex tension chains and its fixtures (iv) 40mm thick Frontal pad	2

6.2.2. Performance Details of Fenders

Performance requirements of the fenders are as given in Table 6.2 below:

TABLE 6.2

Description of the fendering system	Max. Permissible Deflection (%)	Min. Energy Absorption (Tonne metre)	Max. Permissible Reaction Force (t)	Max. Permissible Hull Pressure (t/m ²)
Cell Type Rubber 1700H Fender	52.50	90	120	35

6.2.3. Rubber compound for fender body

The material used for the fender body shall be natural or synthetic rubber of high quality having sufficient resilience, anti-aging weather and wear resistance properties to meet all normal service conditions Natural rubber /Synthetic rubber content shall not be less than 40%. The material shall be

homogeneous, and shall not have any defective impurities, pores or cracks etc. and shall satisfy the physical test requirements as given in the following table based on the standards set by ASTM 2000-77a or its equivalent.

Table 6.3 below give the requirements of physical properties of rubber compounds which are to be used for making fenders and these properties shall be confirmed during quality assurance testing prior to fender manufacturing.

TABLE 6.3

Property	Testing Standard		Condition	Requirement
	ASTM	Others		
Tensile Strength	ASTM Others ASTM D 412 Die C	DIN 53504; AS1683.11; BS ISO 37; JIS K 6251	Original	16.0 MPa (min)
			Aged for 96 hours at 70°C	12.8 MPa (min)
Elongation at Break	ASTM D 412 Die C	DIN 53504; AS 1683.11; BS ISO 37; JIS K 6251	Original	350%
			Aged for 96 hours at 70°C	280%
Hardness	ASTM D 2240	BS ISO 7619-1; DIN ISO 7619-1; AS 1683.15.2; JIS K 6253-3	Original	78° Shore A (max)
			Aged for 96 hours at 70°C	Original +8° Shore A (max)
Compression Set	ASTM D 395 Method B	AS 1683.13 Type 1; ISO 815-1; JIS K 6262	22 hours at 70°C	30% (max)
Tear Resistance	ASTM D 624 Die B	AS 1683.12; BS ISO; JIS K 6252-1	Original	70kN/m (min)
Ozone Resistance	ASTM D 1149	DIN ISO 1431-1; AS 1683-24; BS ISO 1431-1; JIS K 6259	50pphm at 20% strain, 40°C, 100 hours	No cracks
Seawater Resistance	ASTM D 471	BS ISO 1817	28 days at 95°C	Hardness: • }10° Shore A (max)

				Volume: +10/- 5% (max)
Abrasion Loss	–	BS 903 A9 Method B	3000 revolution	1.5cc (max)
Bond Strength	ASTM D429... Method B	BS ISO 813	Rubber to steel	7N/mm (min)
Dynamic Fatigue	ASTM D430-95... Method B	–	15,000 cycles	#Grade 0–1

#Grade 0 = No cracking has occurred

Grade 1 = Cracks at this stage appear as pin pricks to the naked eye. Grade as 1 if the pin pricks are less than 10 in number and less than 0.5 mm in length

The above properties are to be confirmed during quality assurance testing conducted at 3rd party laboratory in the presence of certifying agency prior to the fender manufacturing.

6.2.4. Frontal Frame

Frontal frame shall be of fabricated steel construction and painted. The frontal frame and accessories shall be sized to limit the hull pressure to specified limits for full tidal / vessel range (laden/light). Positive tolerance on reaction as applicable shall be considered while evaluating the hull pressure. The top and bottom edges and both sides of the frontal frame as well as four corners shall be chamfered 100mm in width so that damage to vessel's hull as well as peeling off of the paint on the vessels hull by sharp edges of the frame is avoided. For calculating the hull pressure, the area of the above chamfered edges and corners shall not be considered.

Frontal Frame shall be made of rolled steel to ASTM A441 or equivalent. Steel work for the frontal frame shall be cleaned by sand blasting etc. and applied with first coat of zinc anode primer of thickness not less than 75 microns and second coat of bitumen epoxy paint, of thickness not less than 150 microns and third coat of bitumen epoxy paint of thickness not less than 150 microns. Thickness of the plates to be used for frontal frame shall not be less than 8 mm.

6.2.5. Frontal Pad

Frontal pads having proper and integrated arrangements with the fender body and frontal frame shall be provided. The pads shall be made of high molecular polyethylene, having low friction coefficient to avoid spark during berthing. The thickness of the pad shall be as specified in Table 6.1 above. It shall have the physical properties in accordance with ASTM standards as given in Table 6.4 below:

TABLE 6.4

i)	Density	:	0.92 to 1.05 g/cm ³
ii)	Tensile Strength(min.)	:	200kg/cm ²

iii)	Elongation (min.)	:	50%
iv)	Compressive strength (min.)	:	300 kg /sq. cm
v)	Friction Coefficient (max.)	:	0.2
vi)	Bending strength	:	140-210kg/cm ²

6.2.6. Weight/ Tension Rubber Flex Chain

Suitably designed anchor chain has to be provided to the fenders to prevent any sagging due to weight and tension. The chain provided shall have units of not less than 25 mm dia. Rubber cushion arrangement is to be provided for those chains. The chain and other accessories provided shall be rolled / carbon steel and hot dipped galvanized as per ASTM A 575 Gr. 1025 or equivalent. A typical arrangement of rubber flex chain is attached. U-anchor where required shall be of stainless steel to AISI 316.

6.2.7. Fixtures

Bolts, nuts and washers used for fixing the Protector (Frontal) Panel Frame to the Fender Body shall be of stainless steel conforming to AISI 316 or its equivalent. The material for resin anchor sleeve shall be made of synthetic resin and proved satisfactory to the following requirements

Physical Properties:

Tensile strength (230 ⁰ c)	:	Min. 300 Kg/m ² ASTM 638
Water Absorption	:	Max 3% (Weight Change)
Chemical Resistance	:	Max 1%, 10% NaCl (Weight Change)
Elongation (230 ⁰ c)	:	20% ASTM 638

6.2.8. Performance test.

Representative samples of the fenders, minimum of one sample from each type approved for despatch from factory to the site, shall be tested for performance in the presence of the Surveyor or the duly authorized officials of the classification society appointed with the approval of the department and an Engineer from the Port Authority deputed by the Chief Engineer and performance curves viz, load –deflection and energy deflection curves shall be submitted along with the supply of the fenders.

Performance testing to establish design data may use either of two methods as mentioned in PIANC Guidelines for design of fender systems-2002.

6.2.9. Test Apparatus

The test apparatus shall be equipped with a calibrated load measuring device such as load cell(s) or pressure transducer and linear transducer(s) for measuring displacement capable of providing continuous monitoring of fender performance.

The test apparatus shall be capable of recording and storing load-cell and transducer data at intervals of 0.01H-0.05 H, where H is a fender's nominal height, and storing manually entered inputs. Also information related to serial nos., date, time at start, test ambient temperature etc. shall be furnished.

For fender tests, all equipment used to measure and record force and deflection shall be calibrated, and certified accurate to within ± 1 (one) percent in accordance with ISO or equivalent JIS or ASTM requirements. Calibration shall be performed within one year of the use of the equipment, or less, if the normal calibration interval is shorter than one year. Calibration of Test Apparatus shall be checked annually by a qualified third-party organization, using instrumentation, which is traceable to a certified, national standard.

6.2.10. Test Protocol

The performance test shall deflect specimens according to either of the two methods, Method CV or Method DV. Clear and unambiguous calculations must be provided for any adjustments made to the test results.

6.2.11. Supporting Protocols

Supporting Protocols shall cover temperature stabilization, Velocity Factor (VF) and Temperature Factor (TF) as mentioned in PIANC Guidelines for the Design of Fenders Systems – 2002.

6.2.12. Verification/Quality Assurance Testing

a) Energy/Reaction Compliance Testing

Samples for verification testing shall be actual fender elements fabricated for the project following the PIANC Guidelines for the Design of Fenders System – 2002.

b) Break in Deflection

Break-in deflection of actual elements should be at least manufacturer rated deflection. At least one cycle should be performed.

c) Other Testing

Effect of contact angle and durability tests should be carried out as per PIANC Guidelines for the Design of Fenders Systems–2002 recommendations.

d) Dimensions

Fenders shall meet manufacturer’s specified dimensional tolerance.

e) Steel frame, Frontal Frame, Hardware, Chains and Related Accessories

All steel hardware for securing of fenders shall be stainless steel grade AISI 316 or equivalent.

6.2.13. Certificate from approved classification society

6.2.13.1. The fenders shall be certified by independent testing agency such as IRS or Loyds or BV or other approved classification society.

6.2.13.2. The design of the fender unit shall be as approved by the Classification Society appointed with the concurrence of Chief Engineer and the fender unit shall be built under their supervision. Such approval approved by the Classification society along with the copy of the design calculations and

detailed drawing shall be furnished to the Chief Engineer and the consent obtained before commencement of the casting of fenders. The performance test shall also be conducted under the supervision of the classification society in the presence of an Engineer from the Port Authority deputed by the Chief Engineer. A certificate to the above effect as well as the fender units conform to the technical requirements stipulated in the contract, issued by the Classification Society shall be furnished along with fenders supplied. Chemical composition of the rubber shall be tested in an approved laboratory as per ASTM D297/D6370 and the test shall be witnessed by the above Classification Society.

- 6.2.13.3. All cost and fee payable to the classification society for rendering the above services shall be borne by the supplier and shall be included in the rate quoted.

6.2.14. Installation

- 6.2.14.1. While submitting the tender, each tenderer should specify as to the method by which the fender is installed.
- 6.2.14.2. Dismantling and installation of fenders has to be carried out when no ships are berthed and shall be in consultation with the Deputy Conservator of the Cochin Port. Only one fender shall be permissible to be removed and installed at a time unless otherwise approved by the Engineer in Charge. Installation shall be carried out immediately after the removal of the fender. No compensation or extra claims in this regard will be entertained.
- 6.2.14.3. The unloading of the fenders from the ship, rail wagon, road trucks etc. and transporting the materials to the installation site should be arranged by the contractor at their own expenses. The contractor shall be wholly responsible and liable for the safe keeping in good condition of all the parts until whole fenders unloaded, stored and installed. The security and safety of fenders in proper condition will be the sole responsibility of the contractor and the department will not be responsible for any loss / damage of fenders or their parts. The Cochin Port will provide available space for keeping the material free of cost. The contractor shall indicate the area required for storage and installation works. All parts of the fenders and accessories should be protected from dust and damage during storage and installation at site.
- 6.2.14.4. The contractor shall employ at site a competent erection Engineer, to supervise the work.
- 6.2.14.5. The contractor shall make his own arrangements for providing necessary installation equipments at his own cost. Temporary power supply can be made available at the installation site by the Port at the request of the contractor on terms and conditions applicable for such supply.
- 6.2.14.6. Resin anchor system of “HILTI” /equivalent approved brands system shall have to be used for fixing the bolt to the connecting structure. The existing damaged fenders, which shall be removed, shall be stacked at the locations as per the directions of the Engineer in Charge.

6.2.14.7. The installation work shall be carried out in accordance with the requirements of the Engineer-in-Charge, employing sound engineering techniques and modern methods to the satisfaction of the Engineer-in-Charge.

6.2.15. Rate

6.2.15.1 The percentage quoted in the Schedule-A shall be inclusive of all charges such as packing and forwarding charges, freight, transit/risk insurance charges, taxes, duties including customs duty if applicable excluding GST, all fixtures and accessories such as frontal frame, frontal pad etc., making necessary holes in the concrete structure for providing anchor bolts etc. complete. The fixtures shall include all materials required for the installation of the fenders to the RCC frontage and bolts, nuts, washers etc. required for fixing frontal frame to fender body and for fixing frontal pad to frontal frame etc.

6.2.15.2 Any fittings or accessories which may not be specifically mentioned in the specification but which are used or necessary are to be provided by the contractor without extra charge and the fender fixed must be complete in all respects.

6.2.15.3 Payment at 75% only shall be effected towards the items of “Supplying fenders.....” Schedule ‘A’ after the receipt of the materials in good condition and furnishing of Performance Guarantee and the balance 25 % will be paid only after installing the fenders in position/completed in all respects as the case may be.

SIGNATURE OF TENDERER

PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR SECURITY DEPOSIT (PERFORMANCE SECURITY)

(To be executed on Rs.500/- non-judicial Stamp Paper)

[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 Authorityees of the Port of *[insert name of Port]* incorporated by the Major Port Authoritys Act, 1963 as amended by Major Port Authority (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 Authorityees 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, _____, undertake to pay to the

(Name of Bank and Branch)

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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that

(Name of Bank and Branch)

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

(Name of the user department)

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

5. We, _____ further agree with the Board

(Name of Bank and Branch)

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

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

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

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

9. *Notwithstanding anything contained herein :

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

(Rupees _____ only);

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

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

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

**PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR
PERFORMANCE OF FENDERS (PERFORMANCE GUARANTEE FOR
FENDERS)**

(To be submitted on Non-judicial Stamp Paper of Rs.500/-)

Ref: Bank Guarantee No_____

Date_____

To

COCHIN PORT AUTHORITY

W/Island,

Cochin 682009.

Dear Sirs,

In consideration of Board of Authorityees of Port of Cochin (hereinafter referred to as the 'Port Authority' 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 Authority'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 Authority under the terms and conditions of an agreement between Board of Authorityees of Port of Cochin and For the execution of the work (hereinafter called "the said agreement") .

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 Authority 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 Authority on the Bank shall be conclusive and binding notwithstanding any difference between Port Authority and CONTRACTOR.

3. We, _____ Bank Ltd., do hereby undertake to pay to the Port Authority 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 Authority 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 Authority 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 Authority that the Port Authority 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 Authority 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 Authority in writing and further agrees that the guarantee herein contained shall continue to be in endorseable till the Port Authority discharges its guarantee.

8. We, _____ Bank Ltd. also agrees that Port Authority 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 Authority may have in relation to the CONTRACTOR's liabilities.

9. This guarantee shall be valid upto _____ unless extended on demand by Port Authority. 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 _____

