



COCHIN PORT AUTHORITY

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TENDER DOCUMENT FOR

**“ANNUAL MAINTENANCE CONTRACT FOR THE
EXTRA LOW VOLTAGE (ELV) ITEMS PROVIDED IN THE
INTERNATIONAL CRUISE PASSENGER TERMINAL ‘SAGARIKA’,
AT ERNAKULM WHARF, CoPA, FOR A PERIOD OF 5 YEARS”**

(TECHNICAL BID)

(e-Tendering Mode)

Website: www.gem.gov.in

**OFFICE OF THE
CHIEF MECHANICAL ENGINEER
I FLOOR, NEW ADMINISTRATIVE BUILDING,
COCHIN PORT AUTHORITY,
WILLINGDON ISLAND,
COCHIN-682 009**

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COCHIN PORT AUTHORITY

Chief Mechanical Engineer's Office
Cochin Port Authority, Willingdon Island,
Cochin – 682009, KERALA
Tele: 91-0484-2666639/
0484-258-2300/2351/2305
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SECTION I NOTICE INVITING TENDER

On behalf of Cochin Port Authority, Tenders are invited through Government e- Market Place (GeM portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin-682009, from eligible bidders meeting the Minimum Qualification Criteria specified below, for the **“Annual Maintenance Contract for the Extra Low Voltage (ELV) items provided, as per the schedule enclosed, at the new International Cruise Passenger Terminal ‘Sagarika’ at Ernakulam wharf, CoPA, for a period of five years”**. Tenderers, who fulfill the Minimum Qualification Criteria and Terms and Conditions given below, may register their tenders through GeM well in advance on or before the scheduled date of submission.

1. MINIMUM QUALIFICATION CRITERIA (MQC)

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

i. Experience

The bidder should have satisfactorily completed **"Repair and maintenance of CCTVs / PA System / EPABX / Networking cables / Computers / Other ELV items etc."** of value as detailed below, during the last 7 (seven) years ending on **31/07/2023**;

- a) One contract work costing not less than **Rs.3,50,400- OR**
 - b) Two contract works, each costing not less than **Rs.2,00,200/- OR**
 - c) Three contract works, each costing not less than **Rs.1,50,200/-**
- i) The experience may be furnished in the Proforma in ‘Annexure-4’ of the tender document. Also submit copy of Purchase Order/ Letter of Acceptance/ Work order **and** Completion Certificate issued by the Client/Owner showing satisfactory performance/ completion of the work, as proof of having satisfactorily carried out those previous experiences mentioned in ‘Annexure-4’. The previous experience carried out by the tenderer as subcontract to the main contractor will also be accepted.
 - ii) Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of Form 26AS from TRACES Site C along with work order and completion certificate.
 - iii) The principal bidder or its associated system integrator who will be engaged into this contract may have the following credentials and the proof of documents to be produced along with the tender document.
 - 1) ISO -9001-2008 Certifications for IT Infrastructure
 - 2) Certified installer certificate from the OEM
 - 3) Manufactures Authorisation Form for the following components:

Data	: Active switches & Wi-Fi
Voice	: EPABX Systems
CCTV	: Camera

PA Systems : All active components

Access control Systems : All active components

ii. Financial Turnover

Average annual financial turnover during the last three (3) years, ending 31st March 2022 [2019-'20, 2020-'21, 2021-'22] should be at least **Rs.3,00,350/-**. This may be furnished in the Proforma in 'Annexure-5' of the tender document and shall be duly certified by Chartered Accountant and financial statements (Balance sheets and profit & loss statements) for the last three years ending 2022 shall be submitted.

Explanatory Notes:

Note 1: 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 past years.

Table 1.1

Year before	Multiplying factor
One year [2022]	1.07
Two years [2021]	1.14
Three years [2020]	1.21
Four years [2019]	1.28
Five years [2018]	1.35
Six years [2017]	1.42
Seven years [2016]	1.49

Note 2: In the case of ongoing Multiyear Contract, the experience of completed years will be considered proportionately, subject to the submission of completion certificate from the client certifying that the bidder has completed the part of the contract satisfactorily. No partial completion for a period of less than one year will be considered.

Note 3: Eventhough the tenderers meet the above qualifying criteria, they will 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.

2. Pertinent information to the tender is given in the following tables:

Bid information: Table 1.2

i)	Estimated Amount put to tender	Rs.10,01,153/- excluding GST (Rupees Ten lakh one thousand one hundred and fifty three only)
ii)	Earnest Money Deposit. (Exemption shall be given as per Clause 15 below)	Rs.30,000/- (Rupees Thirty thousand only). The EMD shall be furnished in the form of Account Payee Demand Draft / Banker's Cheque / Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Authority, payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects). Exemption shall be granted on submission of NSIC/ MSME/ UAM certificates. Otherwise the bids will be rejected.
iii)	Cost of Tender document/ Processing Fee	Not Applicable since tendering is made through GeM portal
iv)	Validity period of tender	90 days from the last date for receipt of tenders
v)	Period of Contract	5 years from the date of LOA as per GeM conditions

3. The scope of work includes the following works:
 - (i) Annual Maintenance Contract (AMC) of Extra Low Voltage Items (CCTV, PA system, EPABX etc.) installed in the International Cruise Terminal at Ernakulam Wharf of CoPA (as per the list enclosed), for 5 years. The AMC includes periodical, preventive and break down Repairs and Maintenance of the ELV items for proper functioning of the installations and replacement of any of the items required shall be made on chargeable basis.
 - (ii) The bidder shall visit and examine the site of work and its surroundings and acquaint himself with the nature of work mentioned in the scope of work.
4. A Single Stage Two Cover Bidding Procedure with Earnest Money Deposit (EMD) will be adopted and will proceed as detailed in the tender Documents. Cost of tender document /bid processing fee is not applicable since bidding is made through GeM portal.
5. Tender documents, which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the e-Tendering portal www.gem.gov.in on the dates specified in the above table by making online requisition. Tender document will also be available in Cochin Port website (www.cochinport.gov.in) as well as the Central Public Procurement Portal <https://eprocure.gov.in> , which can be downloaded.
6. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this tender shall be uploaded on the above mentioned websites only and no intimation will be sent to the individual bidders. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned websites.
7. Bank details of Cochin Port Authority are as follows for online payment of EMD: State Bank of India, Cochin Port Authority Branch, Bank Branch MICR code: 682002021, IFSC Code: SBIN0006367, Cochin Port Authority General Reserve Fund (GRF), Savings Bank Account No. 41401802288
8. Exemption from the payment of EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017. In this regard the Bidder shall produce documentary evidences like NSIC/ MSME/ UAM certificates for claiming exemption of EMD.
9. Bidder shall submit their bid proposal online along with proof of Earnest Money Deposit (EMD)/ certificate for exemption, complete in all respects on or before last date and time of Bid Submission.
10. Tenders along with required documents shall be submitted ONLINE strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the required documents such as proof of experience, financial details etc. through the e-tendering portal. **Tenderers shall submit the BOQ in Price Bid in the online portal www.gem.gov.in only, otherwise the tender will be rejected.**
11. For proper uploading of the bids on the portal namely <https://gem.gov.in/> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to appraise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting GeM, through e-mail to: helpdesk-gem@gov.in or call on Toll Free Numbers (Inbound): 1-1800-419-3436/ 1-1800-102-3436 (9:00am-6:00pm Mon to Sat) Help Desk Out bound No's: +911244875125 & +917556685120, as and when required, contact details are also mentioned on the Bid Information Sheet. The Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents

- 12.** The tenderer is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the tenderer etc., if any, issued by the Employer, from the website before submission of the bid and the documents related to the same shall be uploaded along with the bid. Incomplete tenders will be rejected.
- 13.** Cochin Port Authority 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 Authority shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
- 14.** CoPA 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 AUTHORITY**

SECTION II INSTRUCTIONS TO TENDERERS

1. Introduction

The scope of work includes the following:

- (i) Annual Maintenance Contract (AMC) of Extra Low Voltage Items (ELV) installed in the International Cruise Terminal at Ernakulam Wharf of CoPA (as per the list enclosed), for 5 years. The AMC includes periodical, preventive and break down Repairs and Maintenance of the ELV items for their proper functioning and replacement if any, of the required items, shall be made on chargeable basis.
- (ii) The ELV items include the following :
 - PoE and Stackable Switches, UPS
 - CCTV (32 cameras, NVR etc)
 - Public Address System & Voice evacuation
 - Data ,WIFI & Television
 - Voice Communication system (EPABX)
 - Access Control
 - Interactive Touch Screen Kiosk
 - Rodent Repellent
 - Water Leakage Detection System
 - ELV cabling works

Signages: The complete illuminated signages have 5 years comprehensive warranty for physical and photometric properties as per technical specification of original tender, which will be expiring in the year 2025. After expiry of guarantee period, AMC of signages shall also be carried out, for which lumpsum amount shall be quoted separately.

The tenderer shall visit and examine the site of work and its surroundings and acquaint himself with the nature of work mentioned in the scope of work.

2. General Instructions

- 2.1 The work is to be executed as described in this Bid document.
- 2.2 Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer in charge of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location.
- 2.3 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 and that the tenderer has estimated his cost accordingly and the Port Authority 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.
- 2.4 A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.5 The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalization of the bid. Should the

- EMPLOYER find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.
- 2.6 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 2.7 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).
- 2.8 Telex/E-mail offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be recognized.
- 2.9 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 2.10 While evaluating the document, regard would be paid to National security considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
- 2.11 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Mechanical 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 Bidder.
- 2.12 In case the department desires to inspect the equipments/ machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.
- 2.13 Any error in description, any omissions there from shall not vitiate the contract or release the 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
- 2.14 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 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.
- 2.15 The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed thereunder and other laws affecting the contract labour that may be brought in to force from time to time.
- 2.16 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. Work Order shall be issued only to the contractors who are registered under EPF organization 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.
- 2.17 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.gem.gov.in on the dates specified in the above table. Tender document will also be available in Cochin Port website (www.cochinport.gov.in) as well as the Central Public Procurement Portal <https://eprocure.gov.in> , which can be downloaded for submission.

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:

- 9.1 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/ through e-mail at the address given below, 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,
I FLOOR, NEW ADMINISTRATIVE BUILDING,
COCHIN PORT AUTHORITY, WILLINGDON ISLAND,
KOCHI-9, KERALA, INDIA.

Ph:- 91-0484-2666639/ 2582300. Fax:-91-0484-2666639.

Email: cme@cochinport.gov.in

9.2 Pre-Bid Meeting:

An online pre-bid conference will be held in the CME's office of Cochin Port Authority, 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 www.gem.gov.in, Cochin Port website (www.cochinport.gov.in) as well as in the Central Public Procurement Portal <https://eprocure.gov.in> 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 Authority shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addendum/corrigendum. Any addendum /corrigendum thus issued shall be part of the tender documents. The addendum/corrigendum, if any, shall only be hosted in the e-tender portal 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 Authority 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. 12.1 Minimum Qualifying Criteria: (MQC)

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

i. Experience

The bidder should have satisfactorily completed "**Repair and maintenance of CCTVs / PA System / EPABX / Networking cables / Computers / Other ELV items etc.**" of value as detailed below, during the last 7 (seven) years ending on **31/07/2023**;

- a) One contract work costing not less than **Rs.3,50,400- OR**
 - b) Two contract works, each costing not less than **Rs.2,00,200/- OR**
 - c) Three contract works, each costing not less than **Rs.1,50,200/-**
- i) The experience may be furnished in the Proforma in 'Annexure-4' of the tender document. Also submit copy of Purchase Order/ Letter of Acceptance/ Work order **and** Completion Certificate issued by the Client/Owner showing satisfactory performance/ completion of the work, as proof of having satisfactorily carried out those previous experiences mentioned in 'Annexure-4'. The previous experience carried out by the tenderer as subcontract to the main contractor will also be accepted.
 - ii) Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of Form 26AS from TRACES Site C along with work order and completion certificate.
 - iii) The principal bidder or its associated system integrator who will be engaged into this contract may have the following credentials and the proof of documents to be produced along with the tender document.
 - 1) ISO -9001-2008 Certifications for IT Infrastructure
 - 2) Certified installer certificate from the OEM
 - 3) Manufactures Authorisation Form for the following components
 - Data : Active switches & Wi-Fi
 - Voice : EPABX Systems
 - CCTV : Camera
 - PA Systems : All active components
 - Access control Systems : All active components

ii. Financial Turnover

Average annual financial turnover should be at least **Rs.3,00,350/-** during the last three (3) years, ending 31st March 2022 [2019-'20, 2020-'21, 2021-'22]. This may be furnished in the Proforma in 'Annexure-5' of the tender document and also proof of annual turnover duly certified by Chartered Accountant and financial statements for the last three years ending 2022 shall be submitted.

Explanatory Notes:

Note 1: 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 past years.

Table 1.1

Year before	Multiplying factor
One year [2022]	1.07
Two years [2021]	1.14
Three years [2020]	1.21
Four years [2019]	1.28
Five years [2018]	1.35
Six years [2017]	1.42
Seven years [2016]	1.49

Note 2: In the case of ongoing Multiyear Contract, the experience of completed years will be considered proportionately, subject to the submission of completion certificate from the client certifying that the bidder has completed the part of the contract satisfactorily. No partial completion for a period of less than one year will be considered.

12.2 Eventhough the tenderers meet the above qualifying criteria, they will 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.

13. Bid Prices:

13.1(i) Item Rate basis contracts

The Bill of Quantities is uploaded in the GeM portal. The Bidder shall consider the rates against each item in the Schedule of Quantities and the amount shall be uploaded in the GeM portal and on request from CoPA the split up rates for each item for each year shall be provided. The contract shall be for the whole work based on the amount quoted by the bidder for all the items submitted by the Bidder. Tenderer should ensure that his tendered amount 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

- (ii) The rate quoted by the Tenderer shall be inclusive of all the maintenance charges, excluding cost of spares and the total amount including GST shall be uploaded in the GEM portal.

13.2 Currencies of Bid and Payment:

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

14 Bid Validity:

Bids shall remain valid for a period not less than 90 (ninety) days 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, action will be taken as per Clause 15 below.

15 Bid Security / EMD:

15.1 Each tender should be accompanied by an Earnest Money amounting to **Rs. 30,000/-** (Rupees Thirty thousand only). The EMD shall be furnished in the form of Account Payee Demand Draft / Banker's Cheque / Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Authority, payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects. 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. Exemption shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

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

- (a) If after the opening of Tender, if the bidder withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any)
- (b) 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

- 16 **No Alternative Proposals by Bidders:** Bidders shall submit offers that comply with the requirements of the bidding documents. Alternatives will not be considered.
- 17 **Format and Signing of Bid:**
- 17.1 The Tenderer shall prepare one set of his Tender with all the required documents as per MQC, duly completed, along with the set of documents mentioned hereinafter and shall upload in the e tender portal for submission. Power of Attorney authorizing the signatory/s of the Tender shall be uploaded along with the tender. Financial instrument towards EMD (Demand Draft / Banker's Cheque / Fixed Deposit Receipt) in original shall be submitted to the Employer before the due date and time of bid opening.
- 17.2 If the tender is made by an individual it shall be signed by his full name and his address shall be given. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof or it must be signed by 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 authorized 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.
- 18 **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 (j) as detailed in clause 19.1 below need to be submitted through e-Tendering mode on www.gem.gov.in . Price bid shall be submitted only through e-tendering mode on www.gem.gov.in before 15.00 Hrs on **the date notified in NIT. Price bid in hard copy need not be submitted.**
- 19 **Information Required In The Bid**
- 19.1 **Part I -Technical Bid** shall contain the following:
- Financial instrument towards EMD or NSIC/MSME / UAM registration certificate for exemption of EMD
 - Letter of Submission (vide **Annexure-1**)
 - Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide **Annexure**).
 - Organization Details (vide **Annexure-3**)
 - Details of experience as per **Annexure-4a&4b** 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 and work order 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.
 - (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.
- 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.

f) Proof of documents regarding following credentials from the principal bidder or its associated system integrator who will be engaged into this contract:

(1) ISO -9001-2008 Certifications for IT Infrastructure

(2) Certified installer certificate from the OEM

(3) Manufactures Authorisation Form for the following components:

Data : Active switches & Wi-Fi

Voice : EPABX Systems

CCTV : Camera

PA Systems : All active components

Access control Systems : All active components

g) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years (vide **Annexure-5**) supported by financial statements such as Balance sheets, Profit & Loss statements for the last three years ending March 2022.

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

i) Copies of PAN, GST, EPF and ESI registration

j) A declaration as per **Annexure-8**.

k) Bank information for e- Payment system as per **Annexure-10**

19.2 **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.

20 **Clarification of Bids:**

20.1 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.

20.2 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.

20.3 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.

21 **Examination of Bids and Determination of Responsiveness:**

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

(a) meets the minimum eligibility criteria defined in Clause 12.

(b) has been properly signed by an authorized 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 responsive to the requirements of the Bidding documents.

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;

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

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

(f) 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.

22 **Evaluation and Comparison of Bids:**

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 21.

23 **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.

24 **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.

25 **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.

26 **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.

27 **Performance Security:**

- The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms: (i) Account Payee Demand Draft / Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Authority OR (ii) An irrevocable and unconditional Bank Guarantee as per format attached with tender document, from a Commercial Bank OR (iii) On-line payment to the Bank Account of Cochin Port Authority.
- The value of Security Deposit shall be equivalent to 10% of the total contract value.
- In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.
- Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.
- 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.

28 **Signing of Agreement :**

After furnishing the Performance Security, 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 Kerala State Stamp Paper of appropriate value 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.

29 **Fraud and Corrupt Practices:**

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

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

- (a) "corrupt practice" means :
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
 - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Contractor/ 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.
- 30 **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.
- 31 **Conditions for bid submission by JV**
- 31.1 Companies/Contractors may jointly undertake contract/contracts. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the legibility criteria.
- 31.2 Bid submitted by an unincorporated Joint Venture of companies (JV) /Consortium of companies (Consortium), shall comply with the following requirements:
- a) There shall be a Joint Venture Agreement between the constituent firms specific for the contract package for which the bids are submitted. The JV Agreement shall include among other things, the joint venture’s objectives, the proposed management structures, the proposed distribution of responsibilities both financial as well as technical for execution of the work, the contribution of each partner to joint venture operation, the commitment of all partners to jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
 - b) The most experienced partner will be nominated as the Lead Partner and his nomination shall be evidenced by submitting power of attorney signed by the legally authorised signatories of all the partners.
 - c) The Lead Partner of the joint venture will provide suitable experienced personnel for at least 3 (three) positions in the assignment during the whole period of contract execution and a statement to this effect should be included in the Joint Venture Agreement.
 - d) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorised signatories of all partners.
 - e) The Lead Partner shall be authorised to incur liabilities and to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
 - f) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
 - g) Bid Security as required can be furnished by any partner but it shall be in the name of Joint venture.
 - h) Performance Guarantee, as required, will be furnished by all partner(s), out of their accounts, in proportion of their participation in joint venture.
 - i) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Account of the individual partners) to which the individual partners shall contribute their share capital and/or working capital.
 - j) Joint Venture Agreement shall also contain a clause to the effect that the financial obligation of the JV shall be discharged through the said JV Bank Account only and also all payment received by JV from the Employer shall be through that account only.
 - k) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm’s name appears in more than one bid then both application may be rejected.

- l) Each partner must submit the complete documentation, or portions applicable thereto, required to qualify the firm for bidding.
- m) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- n) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.
- o) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- p) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- q) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- r) A legally binding Joint Venture/Consortium Agreement signed by authorised signatories of all the partners of the JV/Consortium, as per the proforma at **Annexure-13** shall be enclosed with the bid.
- s) In case, the Joint Venture/Consortium Agreement enclosed with the bid is not acceptable to the Employer, the JV /Consortium will modify the agreement so as to be acceptable to the Employer.
- t) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at **Annexure-14**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- u) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- v) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract
- w) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- x) One of the partners of JV/Consortium should have downloaded the bid documents.
- y) Number of partners in JV/Consortium shall be limited to maximum of three.

SIGNATURE OF BIDDER

SECTION III GENERAL CONDITIONS OF CONTRACT

1 Definitions and Interpretation

The following words and expressions in this Bid Document shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) **“Employer/ CoPA/ Port/ Cochin Port/ Board/ Authority”** means “Board of Major Port Authority for Cochin Port” constituted under Major Port Authorities Act 2021, having its principal office at W/Island, Cochin-9, India and acting through its Chairperson, Deputy Chairperson or the Chief Mechanical Engineer or any other officers, so nominated by the Board.
- b) **Bidder/ Contractor(s)/ Applicant”** means the person or persons, firm, corporation or Company who submits a Bid (Proposal/Tender) for the subject Work.
- c) **“Award Price/ Contract Price”** means the sum indicated in the Price Bid/ **Financial Bid** submitted by the successful Bidder.
- d) **“Chief Mechanical Engineer”** means the Chief Mechanical Engineer of Cochin Port Authority.
- e) **“Engineer/ Officer-In-Charge”** means Dy. Chief Mechanical Engineer/ Superintending Engineer/ in charge of this Work as nominated by the Chief Mechanical Engineer.
- f) **“Work / Assignment”** means the works to be executed by the AMC contractor as detailed in this Bid Document.
- g) **“Date of Commencement of Work”** means the actual date on which the AMC provider commences the work or the seventh day from the date of issue of Letter of Acceptance by email to the Contractor, whichever is earlier.
- h) **“Bid Document/ Tender Document/ RFP** means this Document inviting Bids from the Bidders for the Assignment.
- i) **“Proposal/ Bid”** means the Bid Document in response to which the bidder’s proposal for providing AMC was accepted.

Notes:

- (i) ***Singular and Plural***: Words importing the singular only also include the plural and vice versa where the context requires.
- (ii) ***Headings***: The headings as mentioned in the Bid Document shall not be taken to be part thereof Bid Document or be taken into consideration in the interpretation or construction thereof or of the Contract

2 General Provisions

2.1 Law Governing the Contract This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Indian Law.

2.2 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been served when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such Party from the address specified below:

The Chief Mechanical Engineer,
Chief Mechanical Engineer’s Office,
Cochin Port Authority, Cochin – 682 009,
Kerala, India.
Tel: 91-0484-2666639, 2666871 Extn:2500
Fax: 91-0484-2666639

E-mail: cme@cochinport.gov.in / ajayakumars@cochinport.gov.in / vmini@cochinport.gov.in

3 Care and diligence

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, timely, efficient and effective execution of their duties.

4 Suspension of Work

If any of the following events shall have happened and be continuing, then CoPA may, by written notice to the Contractor, suspend in whole or in part, payment due thereafter to the Contractor under the Contract: "In case of any breach of contract / tender conditions then Cochin Port will be entitled to terminate the contract by giving notice of --- days. In such event, the contractor will not be entitled for any compensation for termination and will also be responsible to make good all costs incurred by CoPA due to the breach"

- a) A default shall have occurred on the part of the Contractor in the execution of the Contract.
- b) Any other condition which makes it unable for either party by reason of Force Majeure as referred to in **Clause 7** to successfully carry out the Work or to accomplish the purpose of the Contract

5 Termination of Work

5.1 Termination of Work by CoPA

If any of the following events shall have happened and be continuing, then Cochin Port Authority may, by written notice to the Contractor, terminate the contract

- a) Any of the conditions referred to in **Clause 4** shall continue for a period of two weeks after CoPA shall have given written notice to the Contractor of the suspension of payment to the Contractor under the contract.
- b) In any event, CoPA may terminate the Contract at any time by giving not less than two weeks prior notice to the Contractor.
- c) In case of any breach of contract / tender conditions then Cochin Port will be entitled to terminate the contract by giving notice of 30 days. In such event, the contractor will not be entitled for any compensation for termination and will also be responsible to make good all costs incurred by CoPA due to the breach.

6 Termination Procedure

Upon termination of the Contract under **Clause 5** or receipt of notice of Termination under Clause 5.1, the Contractor shall take immediate steps to terminate the Work in a prompt and orderly manner and to reduce losses and to keep further expenditure to a minimum

7 Force Majeure

- a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the Contract, and if such party gives to the other party written notice of the event within two weeks after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for, as long as the inability continues
- b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause (a) above or delays arising from such event
- c) The term Force Majeure as employed herein, shall mean Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Pandemics, Land Slides, Earth Quakes, Storms, Lightning, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome.
- d) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's associates/affiliates or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder

8 Dispute between the Contractor and Cochin Port

The settlement of disputes and arbitration shall be dealt as below:

General

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

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

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

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

9 Settlement of Disputes through Conciliation

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for Cochin Port constituted under Major Port Authorities Act 2021 subject to the delegation of powers.

10 Interpretation

- 10.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- 10.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 10.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement
 - (2) Letter of Acceptance and notice to proceed with works
 - (3) Contractor's Bid

- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) Any other documents listed in the Contract Data as forming part of the Contract

11 Subcontracting

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

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

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

12 Personnel

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

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

13 Employer's and Contractor's Risks

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

14 Employer's Risks

- 14.1 The Employers risks are

- (a) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (b) Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (c) Any operation of the forces of nature (insofar as it occurs on the Site) which an experienced Contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (A) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (B) insure against.

15 Contractor's Risks

- 15.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
- 15.2 Excepted risks are riot (in so far as it is uninsurable) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power or a cause solely due to use of occupation by the Employer of any portion of the work, any operation of the forces of nature that the Contractor could not have foreseen or reasonably provided against. (All of such are herein collectively referred to as the excepted risks).

16 Insurance

- 16.1 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the ~~Defects Liability~~ Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractors risks.
- a) loss of or damage to the Works, Plant and Materials
 - b) loss of or damage to Equipment;
 - c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- 16.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer or his nominee for approval before the start date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 16.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from any payments due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 16.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer or his nominee.
- 16.5 Both parties shall comply with all conditions of the insurance policies. .

17 Instructions

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

18 Uncorrected Defects.

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

19 Port Entry Permission

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

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

20 Noise and Disturbance

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

21 Safety Code

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

- 22 **Port Authority Rules**
Contractor shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time.
- 23 **Execution of work**
The Contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area. The Contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.
- 24 **Payment upon Termination**
- 24.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer or his nominee shall issue a certificate for the value of the work done upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less any extra cost of completing the Works through other means which may be incurred by the Employer. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 24.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
25. **Disorderly Conduct**
The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of Persons and property in the neighborhood of the Works from the same.
26. **Health and Safety**
Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance services are available at the camps, housing and on the site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.
- 27 **Epidemics**
In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same
28. **Reporting of Accidents**
The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the local police authorities immediately by the available means.
29. **Observance by Sub-Contractors**
The Contractor shall be responsible for observance by his sub-Contractors of the foregoing provisions.

30 Insurance:-

The technicians deployed under AMC are to be covered by insurance under Workman Compensation Policy through reputed Insurance Companies during the AMC Period. Copies of the Insurance Policies are to be submitted to the CoPA along with first running bill.

31. Registers:

Following registers are to be maintained by technicians without fail:

- Service /Breakdown Register: The air conditioners serviced/ maintained / repaired has to be recorded in register and endorsement from End User Department has to be obtained in register. Also Further service reports are to be made after carrying out periodical servicing and endorsement (Sign and Seal) to be obtained from End User Department.
- Complaint Register: All complaints received with respect to air conditioners under MC are to be recorded with time and date of receipt, as and when complaints are received from end user departments.

32. Payment Terms:-

The AMC Charges will be paid at the end of every six months of the AMC period as per schedule of rate. The actual number of ELV items for which service has been rendered will be considered for making payment during the particular period. The bill must be enclosed with service reports endorsed by End User Department for the items which have been covered under AMC during the period. Bills without service reports will be deemed incomplete submission and payments will be made only on submission of all service reports. .

- b) Statutory deduction towards income tax will be made at the time of making payments on the total amount of Contract excluding GST. The GST shall be paid extra as per GST Act 2017 with its latest amendment.
- c) The awarded rates for AMC will be inclusive of all types of taxes, except GST. No extra charges will be paid over and above the contract amount except for GST.
- d) Rate Revision in the contract amount is not be permitted during the entire validity period of 5 years of the contract for any reason including during the extended period.

33. Penalty:-

- a) Penalty will be recovered from half-yearly bills of AMC as per following in case of non-satisfactory services provided under AMC:
 - Rs 100/- (Rupees hundred only) per item per day for all the ELV items that are not rectified within 72 hours from reporting of complaint. The penalty will also be effected for every item which is not repaired post completion of 72 hours of reporting the complaint till the day the complaint is rectified.
- b) Losses incurred due to mishandling / misplacement / theft or any malpractice by technicians during the period of AMC, the Contractor has to reimburse / make good of the losses suffered by the CoPA or any Third Party due to fault of his technicians. In case of non – reimbursement / making good by the contractor, the same will be recovered from contractor's bills.

CoPA reserves the right to terminate the contract at any time during the validity of the Contract period by giving 30 days' notice to the Contractor with or without any reason

SECTION IV

SCOPE OF WORK

1. General

As part of developing infrastructure at CoPA Cruise Terminal “Sagarika” at Ernakulam wharf, “Supply, installation, testing and commissioning of ‘Extra Low Voltage (ELV) items with 2 Years’ Guarantee” was carried out by M/s.Voltas Ltd, which included supply, installation, testing and commissioning of PoE switches & stackable switches, UPS, CCTV, PA system, DATA, WIFI & Television, EPABX, Access Control, Internet leased line, Interactive Touch screen Kiosk, Rodent repellent and water leakage detection system. The entire work was completed on 02/03/2020 and was under guarantee period for two years, i.e. up to 01/03/2022 and no AMC had been awarded for these items after guarantee period. The complete illuminated signages have 5 years comprehensive warranty for physical and photometric properties as per technical specification of original tender, which will be expiring on 01/03/2025. After expiry of guarantee period, AMC of signages shall also be carried out, for which lumpsum amount shall be quoted separately.

The Cruise Terminal Sagarika has been provided for Immigration and Customs purposes of cruise passengers and hence, for the reliable and trouble free operation of the ELV items at Sagarika, it has been decided to award AMC for these items for next five years.

2. Scope of Work

The scope of this Maintenance Contract includes repair & maintenance of PoE switches & stackable switches, UPS, CCTV, PA system, DATA, WIFI & Television, EPABX, Access Control, Internet leased line, Interactive Touch screen Kiosk, Rodent repellent and water leakage detection system. The list of ELV items including IT infrastructure, security systems and networking at the international cruise terminal 'Sagarika' is furnished as **Annexure-6** and the Technical Specifications for the ELV systems as given in the original tender for the ‘Supply, installation, testing and commissioning of ELV items at Sagarika’, has been furnished as **Annexure-7** below:

- (a) The tenderer shall visit and examine the site of work and its surroundings and acquaint himself with the nature of work mentioned in the scope of work.
- (b) The AMC period will be for 5 years and the bidder shall quote for each year as per the schedule given. The AMC charges shall be quoted in Indian Rupees only. The rates quoted shall remain in force during the period of contract and no demand for upward revision of rates on any account whatsoever will be entertained.
- (c) The bidder shall consider each item as per the schedule at Annexure 7 and the year-wise AMC amount shall be uploaded in the website and the overall lowest quoted bidder will be considered as the successful bidder. The successful bidder shall submit the split-up price on demand from CoPA.
- (d) During AMC period, the successful bidder shall check and clean each of the ELV items periodically and if any defects are found, the same shall be rectified by themselves or through the authorized service centre of the respective item. Replacement of defective/ worn out parts/spares and consumables with new parts shall be carried out as and when required by the AMC provider and the cost of spares incurred shall be borne by the Port. Any defects in the electrical and control wiring shall also be rectified.
- (e) In case the ELV items are taken to service station for repairs, to and fro transportation shall be arranged by the firm.

3. Conditions of AMC

- 1) The AMC shall cover repairs and servicing to the complete ELV installations as detailed in the Schedule.
- 2) During the term of the AMC, the contractor shall maintain the equipments in good working order and for this purpose the contractor shall provide the following repair and maintenance service:
 - a. The contractor shall correct any faults and failures in the equipments required for the smooth functioning of the system and shall repair and replace worn or defective parts of the equipments wherever necessary. In cases where unserviceable parts of the equipments need replacement the contractor shall replace such parts, with brand new parts or equivalent new parts in performance with prior approval of CoPA, and the cost for the new parts will be borne by CoPA. Only original spare parts/quality approved by CoPA will be permitted to be used for the maintenance during the AMC Period. The contractor shall further ensure that the equipment are not down at any time for want of spare parts and hence advised to take approvals by contacting the Engineer in charge through mail and take approvals immediately, without waiting for formal approval.
 - b. The contractor shall provide repair and maintenance service, in response to verbal/telephonic/e-mail intimation by CoPA and such services should be available for 24 hours on all working days. Due to some reasons, like ships call at berth or any emergency situation, if CoPA remains open on Sundays/public holidays, then the contractor has to provide the service on those days too, as required by CoPA.
 - c. The contractor shall provide a technician to attend any emergency maintenance associated with the activities of 'Sagarika' Cruise Terminal during turnaround of ships, which will be intimated a day in advance.
 - d. The contractor shall ensure break down call time of 24 hours (i.e. total time taken by the contractor between registering the complaint and rectifying the fault). This time includes time taken to reach the site, diagnose, repair/ replace the faulty component/ module/ device & network equipment that are covered under the contract. The contractor shall ensure Spares availability. In case, it is not possible to repair some equipment or not possible to repair at site and has to be taken out for repairs, if required the contractor shall provide a suitable replacement as Standby arrangement within 24 hours so that the work is not hampered. The packing /unpacking, transportation, loading/ unloading, connection/ disconnection, configuration/ re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of the contractor. However, if standby arrangement has been made then it shall be replaced with original or functionally equivalent equipment within next 30 working days.
 - e. The Contractor shall have a local service facility in Cochin with adequate spares so as to attend maintenance without any delay.
- 3) Preventive Maintenance:
 - a. The contractor shall conduct Preventive Maintenance including, but not limited to, inspection, testing, satisfactory execution of all diagnosis, cleaning and removal of dust and dirt from the interior and exterior of the equipment, necessary repairing of the equipment once within 30 days of every month, during the currency of the AMC period.
 - b. Qualified maintenance engineers totally familiar with the equipments shall perform all repair and maintenance service described herein.

- c. The contractor shall maintain, a written maintenance and repair log book at CoPA Site office / Sagarika and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the equipment together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance and shall get the signature of the Foreman / Asst. Foreman etc., after completion of the work and shall produce to the CoPA officials on demand.
 - d. The contractor shall maintain the system health against virus attack in IT equipments.
 - e. In case if the contractor is not able to repair the original equipment, the contractor shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of CoPA. In case, if CoPA found the substitute of lower quality or cheaper substitute then the difference between genuine substitute of reputable brand and the one used by the contractor has to be paid by the contractor.
 - f. Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
 - g. The Contractor's maintenance personnel will be given access to the equipments when necessary, for purposes of performing the repair and maintenance services indicated in this AMC.
 - h. Any equipment shall not be shifted to an alternate site during the currency of this AMC period without prior written permission of CoPA.
 - i. However, if COPA desires to shift any equipment to a new site, the contractor is bound to do the same on written intimation from CoPA.
- 4) If in any month, the contractor does not fulfill the provisions of clauses 2 & 3 above, the proportionate maintenance charges for that month will not be considered as payable by CoPA.
- 5) The contractor shall provide all working mobile numbers of the contact person(s) to CoPA for the satisfactory performance of the contract.
- 6) The contractor shall subcontract or permit anyone other than the contractor's personnel to perform any of the work, services or other performance required of the contractor under this AMC, with prior permission from CoPA.
- 7) During the performance of the contract, if the person(s) of the contractor meet with any accident which results into the death or injuries to the person(s) of the contractor or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of the contractor only. CoPA will not be responsible in anyway.
- 8) The contractor shall take necessary insurance coverage to its employees against accident coverage for the entire contract period.
- 9) The contractor shall follow all the regulations of Government of Kerala, Government of India and CoPA.
- 10) The Contractor shall be paid half yearly payment after satisfactory completion of every six months of contract.
- 11) CoPA reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.

Annexure-6

LIST OF ELV ITEMS INCLUDING IT INFRASTRUCTURE, SECURITY SYSTEMS AND NETWORKING AT THE INTERNATIONAL CRUISE TERMINAL 'SAGARIKA' OF COCHIN PORT

Sl. No.	Description of Item	Qty	Unit	Make
1.00	<u>PoE And Stackable Switch, UPS</u>			
1.01	24 Port -PoE switch 10/100/1000Base-TX ports with 2 x SFP+ ports with all necessary hardware & accessories, etc. as required.	2	Nos.	Cisco SG350-28P
1.02	24 Port - Stackable switch 10/100/1000Base-TX ports with 2 x SFP+ ports with all necessary hardware & accessories, etc.	4	Nos.	Cisco SG350-28P
1.03	5 kVA UPS with min 5376 VAh with 1 hr back up including all the necessary cabling.	1	No	
2.00	<u>CCTV</u>			
2.01	2MPX indoor dome IP camera , Max. Resolution : 1280x800, 802.3af Power-over-Ethernet (Class 2), foacl length: 3.6mm with all required accessories.	10	Nos.	Dahua IPC-HDW12BOSP
2.02	2MPX indoor bullet IP camera , Max. Resolution : 1280x800, 802.3af Power-over-Ethernet (Class 2), focal length: 3.6mm with all required accessories.	22	No	Dahua IPC-HDW12BOSP
2.03	32 channel Network Video Recorder with all accessories required as per specification.	1	No	Dahua NVR4232-4KS2
2.04	4 TB hard disc (for Video Storage) as per specification.	1	No	
2.05	32" professional display with HDMI, VGA, USB ports	1	No	LG32SE3KE
3.00	<u>PA System</u>			
3.01	Wall mounted speaker with rated power 30W	12	No	BOSCHLB2-Uc30-L1
3.02	Ceiling mounted speaker with rated power 6W	16	No	BOSCH LHM 0606/10+ LC3080/01
3.03	240W Power amplifier.	1	No	BOSCH LBD1935/00
3.04	420W Power amplifier.	1	No	BOSCH LBD1938/00
4.00	<u>Data, WiFi & Television</u>			
4.01	Desktop PC with Monitor, Intel Core i5-3330 (3.0G), 4GB DDR3 Ram, 500 GB HDD, R/W DVD Writer, DOS, 18.5" LED	5	Nos.	HP Desktop Pro G1
4.02	Antivirus with 3 year license	5	Nos.	Kaspersky Endpoint
4.03	WLAN AP (Access Point) with 4x4 MIMO, PoE Ethernet port, 4 internal antennas and 600Mbps Speed	9	Nos.	Ubiquiti Nano HD
4.04	4-way Splitter (1:4 RF Splitter) box for TV cable termination	1	No.	
4.05	32" LED TV as per specification	1	Nos	LG 32 LU340

5.00	<u>Voice</u>			
5.01	19" Rack type Communication systems including following components: 60 Analog Extensions expandable up to 72 lines IP Extensions 5 Nos 1PRI Line Interface(Total 30 Channels) 1No.IP Based operator console with multiple queues over IP with busy lamp display and Head set for operator PA System integration for local paging	1	No	
5.02	Analog Telephone Instrument	70	Nos.	Beetel M59
5.03	Standard IP Phones	2	No	Panasonic KX-HDV130
6.00	<u>Access Control</u>			
6.01	Biometric punching device	1	No	Honeywell
6.03	Access Control work station			
	Access control workstation consisting of the CPU with Intel Xeon quad Core processor 2.6 GHz, 8 MB L3 cache, 1066 MHz memory, 8 GB RDIMMs memory, PCIe slots, 2 TB SATA hard disk drive, Dual Gigabyte network interface, USB, Ethernet, video and serial ports as required for the installation and configuration including licensed version of software for windows 8 preinstalled along with other applications such MS office, Adobe readers, Antivirus all the required packages for the proper functioning of the ACS as per technical specifications	1	No	Lenovo Think station 330
7.00	<u>Interactive Touch Screen Kiosk</u>			
7.01	Interactive Touch Screen Kiosk with the following specifications. Computer Part Pentium® Core i5 RAM: 8GB, 1TB Windows 8 Data Cable; Power Cable; Network Cable, 1GB Graphic Card,Integrated Net Card ,Sound Card, Video Card 23" LED Touch Screen Monitor Native Resolution : 1920x1080 (Full HD),Touch Screen Dynamic Contrast Ratio : 2000:1 Response Time: 5 ms Brightness : 300 Cd/m2 Accessories Misc Cooling Fans, Spike Guard Enclosure Steel Durable MS Steel Frame with Powder Coating	4	Nos.	Custom made enclosure with assembled PC
8.00	<u>Rodent Repellent</u>			
8.01	Console (Main console) for connecting Transducers, UL Registered make, expandable for connecting 4 Transducers	1	No.	
8.02	Transducers as per specification.	4	No.	
8.03	Cable Bundles as per specification.	1	No.	

9.00	<u>Water Leakage Detection System.</u>			
9.01	4 Zone Water Leak detection system control Panel with LCD Display, Power supply, battery back up	1	No	Saini
9.02	Water leak detection cable sensor	30	m	
9.03	Electronic Hooter for water sensing indication.(Conventional)	1	No	Alarm tech

**TECHNICAL SPECIFICATIONS FOR ELV SYSTEMS AS GIVEN IN THE ORIGINAL
TENDER DOCUMENT FOR THE SITC OF THE ITEMS AT SAGARIKA**

1. 24/8 PORT POE GIGABITSWITCH

Ports	8/24 RJ-45 auto-sensing 10/100 PoE + ports (IEEE 802.3 Type 10BASE-T, IEEE 802.3u Type100Base-TX,IEEE 802.3at/afPoE +)
Duplex	half or full; 2 dual-personality SFP 1000 Mbps ports (IEEE 802.3ab Type 1000BASE-T) Supports a maximum of 8/24 auto-sensing 10/100 ports plus 2 1000BASE-X SFP ports, or a combination
Framing	Mounts in an EIA-standard 19 in rack or equipment cabinet (hardware included)
Memory and processor	MIPS @ 500 MHz, 32 MB flash, packet buffer size 512 KB, 128 MB RAM
Delay	100 Mb Latency: <5 s; 1000 Mb Latency: <5 microseconds
Data flow	up to 4.2 Mbps (64-byte packets)
Capacity Routing/Switching	5.6 Gb/s
The size of the routing table	32 entries (IPv4), 32 entries (IPv6)
Administration Functions	IMC - Intelligent Management Center; limited command-line interface, Web browser, SNMP Manager, IEEE 802.3 Ethernet MIB
Network Management	IEEE 802.1ab Link Layer Discovery Protocol (LLDP) IEEE 802.1D (STP) RFC 1215 Generic SNMP traps
Power Consumption	90 W (max)
The input voltage	100-240 VAC
Input Frequency	50/60 Hz
Operating temperature	0 to 45 ° C
Operating humidity range	10 to 90% (non-condensing)

2. ANTIVIRUS

SI No	Features
1	The antivirus should support centralized management tool and it should be managed centrally
2	Should support centralized client provisioning and client software updates
3	Antivirus should support Windows AD Integration
4	There should be an option to check client Vulnerability Compliance
5	Antivirus should have option for on demand vulnerability scan and virus scan
6	The antivirus should be having tight integration with the firewall and firewall should detect unregistered endpoints
7	Antivirus, should supported on windows platforms
8	Antivirus should be having VB100 and AV Comparatives certifications.

3. UPS SYSTEM (ONLINE)

True online UPS system with Robust battery charger to charge the batteries quickly for longer duration, with high inverter efficiency shall have the following specifications:

1. Input Voltage : 230V ,1 ϕ +/- 10%
2. Input Frequency : 50Hz+/-1%
3. Input Power factor : >0.9 using Active Power Correcting devices
4. THDi : <5%
5. Battery & Battery Voltage : SMF/VRLA Battery, 12V of required capacity as per SOQ
6. Back up time : 1 hour on full load for 5kVA
7. Output Voltage : 230V +/- 5%
8. Output Frequency : 50/60HZ +/- 3%
9. Total Harmonics Distortion : <3% on linear load
10. Efficiency (AC to AC) : >90%
11. Acoustic Noise Level at 1mtr : <65dbA
12. Cooling : Forced Air Cooling
13. Ambient Temperature : 0 to 40°C
14. Output waveform : Pure Sine wave
15. Rectifier : Using PWM Rectifier Technique
16. Digital Display shall be provided with the following Readings
 - a. Input Voltage
 - b. Output Voltage
 - c. Output Load in %
 - d. Output frequency
 - e. DC Voltage
17. Indication shall be provided with the following
 - a. Mains on
 - b. Load on battery
 - c. Load on Static switch
 - d. Battery under charge
18. Controlling Switches shall be provided for input and battery
19. Powder coated MS stand for Battery
20. Standards
 - IEC 62040-1-1/AS62040-1-1
 - IEC 62040-2/AS 62040-2/EN50091-2 ClassA
 - IEC 62040-3/AS 62040-3

Sl. No.	Details	Specification
1	Resolution	HD
2	Audio Output	Rear, 20W
3	Display Type	Flat
4	Display Size	32 inch
5	HDMI	Yes

6	USB	Yes
7	Built in Wi-Fi	Yes
8	Headphone Jack	Yes
9	Aspect Ratio	16:9
10	Refresh Rate	60 Hz
11	Sound Technology	Dolby Digital Decoder
12	Surround Sound	Virtual Surround Plus
13	Power Consumption	≤ 35 W, 0.3 W (Stand By) Smart Energy Saving
14	Warranty	1 year

4. LED TV

5. SPLITTER

Splitter type	8 way
Video ports, quantity	8
Mounting	Horizontal and Vertical
Application	Indoor
Electrical Specifications	
Power passing	No
Frequency range	5 - 1002 MHz
Insertion loss (dB)	10.8 - 12
Frequency response	± 0.4 dB
Surge Capability Test Method	ANSI / SCTE 81 Category A3 (6 kV, 200 A, Ring wave)
Impedance (Ohms)	75
Environmental Specifications	
Temperature range	-40°C to +60°C
Safety Standard	CE and EN 60728-4 and SCTE

6. EPABX

General Features:

The system should be a hybrid PBX supporting IP, Analog and Digital Extension.

The System should support PRI/BRI and Analog Trunks.

The system should have in-built LAN Switch (Layer 2/Layer 3)

The System should have in built Router Switch

The System should have in built Firewall

The system should support X.21/V.35 WAN Interface.

The system should support internal MOH, which should be uploaded using the .Wav file and should have an Audio input port for external MOH connectivity.

The system should have relays for door entry systems.

The system should be 19" rack mountable.

Telephony Features:

Besides the normal Telephony features, the system should support the following features.

Absent Text

Call Coverage

Call Forwarding

Call Hold

Call Intrude

Call Park

Call Pickup
Ring Back When Free
Suspend Call Waiting
Toggle Calls
Account Codes
Bridged Appearance
Group Paging
Hot Desking
Intrusion Warning Tone
Least Cost Routes
Maximum Call Length
PIN Restricted Calling
Time Profiles

Conferencing Features:

System should support web conferencing besides the Audio Conferencing.

In web conferencing solution features like chat, dial-out, participants view, and conference scheduler should be supported.

System should be able to generate detailed reports about the conference.

System should be able to send emails to all the participants giving them the conferencing details

Data Communication features:

System should have in built-in DHCP Server, which should be able to given IP Addresses to the endpoints.

System should have a Built-in Firewall functionality

System should support built-in IPSEC based VPN connectivity

System should support built-in Remote access server (RAS) functionality.

System should have built-in LAN and WAN ports

System should have a built-in Internet Access Router

System should support RIP 2 routing protocol

System should support Frame Relay WAN protocol

System should support Diffserv for QoS (Quality of service) for the voice packets traveling over data networks

System should support ISDN backup feature in case the FR network is not available.

Terminal Support:

System should support the following type of terminals

Analog Phones

Digital Phones

IP Hard phones

IP Softphones

Wireless IP Phones

DECT Phones

ISDN Extensions

Wireless support:

System should support wireless IP Phones which will work through the Access Points which are being used for Wireless Data network as well

System should support IP DECT, wherein the system and the Base Station are connected over the IP Network.

Extensions and Trunks:

System should be able to support upto 120 extensions

System should support 4 Trunks

System should have built-in H.323 gateway and gatekeeper functionality without the need to put any additional hardware

System should support following types of trunks

Analog Trunks

PRI

BRI

IP

SIP

Call Center Features

System should have built-in ACD (Automatic call distribution) features.

Calls should get routed to the agents based on the Most Idle Agent Criteria.

System should support detailed real time and historical reports

System should support graphical reports

Reports should be exportable to excel/PDF.

System should support wallboards. (Both external and PC based wallboards)

Voicemail Features

System should support PC-BASED or embedded card based Voice mail systems.

In PC based Voice mail system storage should be dependent on the PC hard disk storage capacity.

Voicemail to email option should be available

System should support unified messaging with Microsoft Exchange.

External Fax server integration should be available.

VM should support text-to-Speech functionality

VM should support Dial-by-Name functionality

VM should support Auto Attendant

IVR functionality should be available

External Database Integration should be available

SMDR

System should be able to print the SMDR in readable format without the need to have external software.

The SMDR should be stored in the excel format.

OPERATOR CONSOLE

The Console should be PC based and should be possible to connect anywhere in the LAN network. It should be fully LDAP-compliant directory
Application software for multimedia PC provided by the customer. User-interface based on Intel processor and the conventional PC keyboard. To support the switchboard operator, it should be possible to provide an electronic telephone book.
All signals and alarms relevant to the attendant's activity should be displayed on the screen. A mouse or function key should be used to activate the boxes corresponding to the keys. The screen either shows an operator's layout or a special programming layout in the programming mode. The Soft BLF layout is shown when the Soft BLF is being searched. The following displays should be included in the operator's layout:
Calls on 10 freely configurable lines
Number of exchange calls in the queue
Six different lines with status display
Undo function after wrong switching
Following or breaking through call forwarding
Outgoing connections with trunk code and/or external call number
Stored name for an internal call number

Indication of the diversion of incoming or outgoing internal calls by call forwarding or ring forwarding and of the destination number in the case of an incoming call and of the originating call number in the case of an outgoing call
Stored name in the case of call diversion
Extension calls which cannot be switched through
Permanent display of the day of the week, date and time.
Every switchboard should support the following functions:
Announcement of exchange calls
Call diversion by the switchboard position
Activation of call distribution via all switchboard positions
Activation of the night service
Seizure of outgoing exchange lines
DTMF suffix dialing for outgoing exchange calls
Class of service switchover by the switchboard position
Call interception
Station disconnect - Operator disconnect the ongoing call and release the Trunk for Emergency use
Signaling of the number of waiting calls according to type (exchange, internal, personal)
Waiting point for internal and external calls
Recall at position for operator calls which have not been answered in the case of exchange/tie line/internal traffic
Distribution of exchange connections (incoming and outgoing) to free or busy extensions
Distribution of exchange lines (dialed, un dialed or partially dialed) to extensions which came via attendant codes.
Connecting through via directory
Computer based operator Console should have the facility to record the incoming calls from Trunks

7. **ANALOG PHONES**

FSK & DTMF Dual mode – Type 1
Open listening & hands free talking
Handset Volume Adjustable
Mute function (With melody)
50 entries for CLIP
Real time clock
Last 5 number redial.
Adjustable ringer Volume & tone Sequence
10 Repertory Keys
Call Duration display

8. **240W Power Amplifier**

3 Mic, 2 Aux Power Amplifiers,
120W Low & High Impedance speaker output,
Frequency response: 50 – 20,000Hz (± 3 dB),
Tone control (both Bass & Treble)

9. **480W Power Amplifier**

3 Mic, 2 Aux Power Amplifiers,
120W Low & High Impedance speaker output,
Frequency response: 50 – 20,000Hz (± 3 dB),
Tone control (both Bass & Treble)

10. 6W Ceiling Speaker

EN54-24 certified Flush Mount-Ceiling Speaker Fire dome,
fire resistant baffle and rim. Ceramic terminal with thermal fuse.

Rated Input :0.8;1.5;3;6W/100V

Frequency Response:160Hz ~13kHz;

SPL(1W, 1m) 90dB (500Hz – 5kHz, pink noise)

11. 1280*720 IP DOME CAMERA

Sl No	Features
1	Should have 1/3" or higher image sensor. Resolution should be 1280*720 or higher at 25 fps
2	Camera should be of Indoor Dome type
3	Should have True day/Night feature with IR cut filter. Minimum Sensitivity should be 0.5Lux or better
4	Should have H.264compression to minimize storage and bandwidth.
5	Should have Dual Encoding feature (H.264 and MJPEG) to have the optimum utilization of network
6	Should support one way audio. Should also have one alarm in and alarm out options
7	Should support various protocols like HTTP, TCP/IP, RTSP, RTP, RTCP, FTP, DNS, DHCP etc
8	Should have an option for local storage in the camera (memory card slot), so that the recording should happen in the camera when network is down.
9	Should have feature like Back light compensation, Automatic white balance , Digital WDR etc
10	Should have feature Like Video Motion detection, Camera Tampering Detection etc.
11	Should have 3.5mm to 12mm or better DC auto Iris, vari focal Lens.
12	Should have Power over Ethernet feature. It should support IEEE802.3af.
13	Power Consumption should be less than 6W
14	Operating Temperature: -10°C ~ 50°C
15	Operating Humidity: 0% ~ 80% (non-condensing)
16	Camera should be ONVIF compliant and UL certified

12. 1280*720 IP INDOOR BULLET CAMERA

Sl No	Features
1	Should have 1/3" or higher image sensor. Resolution should be 1280*720 or higher at 25 fps
2	Camera should be of Indoor Bullet type
3	Should have True day/Night feature with IR cut filter. Minimum Sensitivity should be 0.5Lux or better
4	Should have H.264 compression to minimize storage and bandwidth.
5	Should have Dual Encoding feature (H.264 and MJPEG) to have the optimum utilization of network
6	Should support one way audio. Should also have one alarm in and alarm out options
7	Should support various protocols like HTTP, TCP/IP, RTSP, RTP, RTCP, FTP, DNS, DHCP etc
8	Should have an option for local storage in the camera (memory card slot), so that the recording should happen in the camera when network is down.
9	Should have feature like Back light compensation, Automatic white balance , Digital WDR etc
10	Should have feature Like Video Motion detection, Camera Tampering Detection etc.

11	Should have 3.5mm to 12mm or better DC auto Iris, vari focal Lens.
12	Should have Power over Ethernet feature. It should support IEEE802.3af.
13	Power Consumption should be less than 6W
14	Operating Temperature: -10°C ~ 50°C
15	Operating Humidity: 0% ~ 80% (non-condensing)
16	Camera should be ONVIF compliant and UL certified

13. NETWORK VIDEO RECORDER

Video inputs	32
Inbuilt multiplexer	Yes
LAN Transmission Speed	10/100/1000 Mbps (RJ45)
Storage capacity	< 8 TB
External interface	min 2 USB or network
Storage rate	25 (PAL) / 30 (NTSC)
Resolution	704 x 576 (PAL), 704 x 480 (NTSC)
Alarm Handling	< 16 / 4
Operating system	Windows XP or Vista
Voltage	100 ~ 240 V AC, PoE
Power consumption (W)	< 250 W
Weight (kg)	< 11
Direct Power On / Off	Yes

14. BIOMETRIC ATTENDANCE

Functionality	Fingerprint, Password Attendance Device.
Capacity	500 employees
Templates	3,000 fingerprint templates,
Log capacity	1,00,000 records min
Communication	RS232, RS485, TCP/IP, USB
Internal Battery Backup	for approx. 2-hours
Proximity RFID card reader	Optional
Smart Card Reader	Optional

15. Standard IP phone

- Support G.711,G.729AB,G.722
- Standard based SIP support (with SIP software) according to RFC 3261
- Full Duplex hands free talking
- PoE based according to IEEE 802.3af
- 2 ports 10/100 Base-T built in Ethernet Switch
- Keypad with 12 keys
- 3 Navigation Keys, Loudspeaker Volume Keys
- 6 Fixed function keys
- LCD 2 line display
- Wall mountable

16. ACCESS CONTROL SERVER

Access control workstation consisting of the CPU with Intel Xeon quad Core processor 2.6 GHz, 8 MB L3 cache, 1066 MHz memory, 8 GB RDIMMs memory, PCIe slots, 2 TB SATA hard disk drive, Dual Gigabyte network interface, USB, Ethernet, video and serial ports as required for the installation and configuration including licensed version of software for windows 8 preinstalled along with other applications such MS office, Adobe readers, Antivirus all the required packages for the proper functioning of the ACS.

17. LED DISPLAY 32”

The LED backlighting display should be super-slim depth of maximum 1.7” and should be a low power consumption. It should be a premium industrial-grade panel with internal temperature sensors and integrated cooling fans to use in robust 24/7 environments.

Native Resolution	1920 x 1080
Backlight Type	LED Edge-lit
Pixels Per Inch	32@ native resolution
Brightness (typical)	500cd/m2 - 700cd/m2
Contrast Ratio (typical)	3500:1
Viewing Angle	178° Vert., 178° Hor. (89U/89D/89L/89R) @ CR>10
Refresh Rate	60Hz
Aspect Ratio	16:9
Orientation	Landscape/Portrait

Synchronization Range	
Horizontal (Analog/Digital)	31.5-91.1 kHz
Vertical	50-85 Hz

Input Signal

Video	Analog RGB 0.7 Vp-p/75 Ohms
Sync	Separate sync: TTL Level (Positive/Negative)
Composite sync:	TTL Level (Positive/Negative)
Composite sync on green :	(0.3Vp-p negative 0.7Vp-p positive)

Connectivity

PC Signal Compatibility

Input Terminals

Digital Display Port-	HDMI, DVI-D
Analog -	VGA 15-pin D-sub, BNC Composite
Audio-	Audio Mini-Jack, Display Port Audio, HDMI Audio
External Control	RS-232C, LAN, DDC/CI

Output Terminals

Audio-	Audio Mini-Jack, External Speaker Jack (2)
Digital -	DVI-D
External Control -	RS-232C

Power Consumption

On 110W

ECO Mode Standby <1W

Physical Specifications

Bezel Width (Left/Right, Top/Bottom) Maximum 0.7 in./0.7 in., 0.7in./0.7in. ; 18mm/18mm, 18mm /18mm

Should have Ethernet Control and Communication, RS-232 Control and Communication Landscape/portrait capable

Carbon footprint meter

Advanced video settings (Noise Reduction, Adaptive Contrast)

Input labeling

Backlight adjust
Aspect ratio control
Built-in speaker
LED edge-lit backlighting
10-bit color over HDMI
OPS/Expansion slot

The panel should also include the below accessories

Power cord

VGA cable (Mini 15-pin D-sub)

Wireless remote control Batteries CD-ROM (user manual), Option board slot cover,
Screws, Thumbscrews etc.

18. WLAN Access Point

1	Should be a 4x4 MIMO Indoor access point for 802.11a/b/g/n
2	AP should support Dual Radios with 802.11a/n (5 GHz) and 802.11b/g/n (2.4 GHz) concurrent operation
3	Should support up to 300Mbps per radio
4	Should have minimum 1 x 10/100/1000BaseT PoE port
5	Should support 802.3af and 802.3at for PoE
6	AP should be Wi-Fi Certified for 802.11a/b/g/n
7	AP should support IETF CAPWAP architecture for Boot, configuration and management

**SECTION V
COCHIN PORT AUTHORITY**

BILL OF QUANTITIES

“**Price Bid**” shall contain Bill of Quantities duly filled in and fully priced, which shall be submitted only **in e-tendering mode in the website www.gem.gov.in** .

AMC charges for ELV Items at Sagarika			
Sl.No	Item Description	Charges for each year (Rs.)	
		Year	Amount quoted in Rs.
1	OFFER FOR ANNUAL MAINTENANCE CONTRACT OF EXTRA LOW VOLTAGE ITEMS INSTALLED AT 'SAGARIKA', INCLUDING IT INFRASTRUCTURE, SECURITY SYSTEMS AND NETWORKING.	Year 1	
2	--do--	Year 2	
3	--do--	Year 3	
4	--do--	Year 4	
5	--do--	Year 5	
6	Monthly Rate for repair of ‘Signages’ for 43 months from 02/03/2025 till the end of AMC period		
	TOTAL FOR AMC		

(Rupees)

SECTION VI

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.

Sl. No.	Description	Reference Clause .No. in GCC
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)
2	The Employer is	(1)
	The Board of Major Port Authority for Cochin, (Cochin Port Authority), Cochin -9	
	Name of Authorized Representative:	
	Name : Dr. (Smt.) M. Beena Chairperson, Cochin Port Authority, Cochin -9	
3	The Engineer is	
	Name : Sri. V. Thuraipandian Chief Mechanical Engineer Cochin Port Authority, Cochin-9	
	Name of Nominee is : Will be notified in LoA/ LoI	
	Name : Shri..... Cochin Port Authority Cochin-9	
4	Name of Contract “ANNUAL MAINTENANCE CONTRACT FOR THE EXTRA LOW VOLTAGE ITEMS (ELV) PROVIDED IN THE NEW INTERNATIONAL CRUISE PASSENGER TERMINAL ‘SAGARIKA’, AT ERNAKULM WHARF, CoPA, AS PER THE SCHEDULE ENCLOSED, FOR A PERIOD OF FIVE YEARS”	(1)
5	4 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. www.gem.gov.in , www.cochinport.gov.in and https://eprocure.gov.in	(7.2)
7	The Intended completion Date for the whole of the Work is 5 years from date of issue of LoA	(17,28)
9	The following shall form part of the Contract Document: (1) Agreement	(2.3)

Sl. No.	Description	Reference Clause .No. in GCC
	(2) Letter of Acceptance (3) Bill of quantities (4) Contractor's Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) Terms & Conditions of Contract (8) Any other documents listed in the Contract Data as forming part of the Contract.	
10	The site possession date The site will be handed over from the date of issue of LoA/LoI and the site is free from encumbrances.	(21)
11	The start date shall be 7 days from the date of LoA, as per GeM order.	(1)
12	The site is located in Willingdon Island (Location of one building is at Ernakulam Wharf, Cochin Port Authority, Cochin-9	
13	The minimum insurance cover for physical property, injury and death is Rs.5 lakh (Rupees Five Lakh only) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13)
14	The period between Programme updates shall be 30 days.	(27)
15	The language of the Contract documents is English.	(3)
16	The law, which applies to the Contract, is the law of Union of India.	(3)
17	The currency of the Contract is Indian Rupees.	(46)
18	The maximum amount of liquidated damages for the whole of the works is 10% of the contract price.	[49]
19	The amounts of the advance payments : Nil	[51]

**LETTER OF SUBMISSION
(ON THE LETTER HEAD OF THE BIDDER)**

Date:

To

The Chief Mechanical Engineer,
Cochin Port Authority.

Sir,

Sub : Tender for Contract “ANNUAL MAINTENANCE CONTRACT FOR THE EXTRA LOW VOLTAGE ITEMS (ELV) PROVIDED IN THE NEW INTERNATIONAL CRUISE PASSENGER TERMINAL ‘SAGARIKA’, AT ERNAKULM WHARF, CoPA, AS PER THE SCHEDULE ENCLOSED, FOR A PERIOD OF FIVE YEARS”

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/ MSME/NSIC/Udyam regn. certificate
2. Power of attorney
3. Documents towards MQC
 - (ii) Experience
 - (iii) Financial stability

Signature
(Authorized Signatory)

**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 Authority,
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
Contract “ANNUAL MAINTENANCE CONTRACT FOR THE EXTRA LOW VOLTAGE
ITEMS (ELV) PROVIDED IN THE NEW INTERNATIONAL CRUISE PASSENGER
TERMINAL ‘SAGARIKA’, AT ERNAKULM WHARF, CoPA, AS PER THE SCHEDULE
ENCLOSED, FOR A PERIOD OF FIVE YEARS”.

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

ORGANIZATION DETAILS

CONTRACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:
Telephone No. :
Fax No.
e-mail id:
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 :-

In own Country:

Internationally:
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 Organization.

Signature
(Authorized Signatory)

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 :

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

Instructions:

- i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12(a) Minimum eligibility of the Instructions to Tenderers”.
- ii) A separate sheet should be filled for each of the eligible assignments.
- iii) The details are to be supplemented by documentary proof from the respective client /owner for having carried out such assignment duly certified by clients/ owner.
- iv) **The works indicated in this Annexure- 4 will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments.**
- v) Original or notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts shall be attached. The certificate shall invariably contain the following among other things.
 - a) Details of work involved specifying the nature of work
 - b) The completion cost of the work and
 - c) Date of commencement ; and
 - d) Date of completion of the work.
- vi) If the experience in similar works is as a member of joint venture, notary attested copy of joint venture agreement in this respect shall be attached.
- vii) If the experience in similar works is as a subcontractor, notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.

- viii) If the experience in similar work is in works executed in private sectors/organizations, the Form 26AS along with notary attested copy(s) work order and completion certificate.
- ix) The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

Signature
(Authorized Signatory)

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

FINANCIAL CAPABILITY

(A) Average Annual Turnover of the Bidder

Turnover (Rs.)			
Year 1	Year 2	Year 3	Average
2019-20	2020-21	2021-22	

Certified by Chartered AccountantSignature
(Authorized Signatory)**Instructions:**

- (i). The Bidder shall provide Annual Reports / 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

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
(Authorized Signatory)

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

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
(Authorized Signatory)

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

AGREEMENT NO. OF 2023

Sub: “ ”

THIS agreement is made at Cochin on day ofTwo thousand and Twenty three (..... --2023) between THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, having PAN Card No. AAALC1134F, represented by its Chief Mechanical Engineer, Sri V. Thurai Pandian, S/o Sri.K.Vairava Sundaram, aged 57 years residing at 7D, DD Bhavanam, Vidya Nagar cross road, Kadavanthra, Kochi-682 020 (hereinafter referred to as “The Employer” which expression shall include their successors, assignees and administrators in the office) of the one part AND M/s. represented by Sri/Smt.. ----- aged ----- years, son/daughter of Sri. ----- residing at ----- (House name and No.) ----- District ----- State ----- (hereinafter referred to as “The Contractor” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the “Employer” had called for the tenders for “

vide Tender Notice No. Dt: and the contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc.

AND WHEREAS the said tender of the contractor has been accepted by the employer and a letter of acceptance No..... Dt: has been issued to the contractor accepting their tender subject to the “General Conditions of Contract”, “Instructions to the Tenderers” and such other contract documents. And as per one of the terms of the above work order, an agreement has to be executed between the contractor and the employer.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

1. The contractor hereby agrees to execute the work “.....” as described in the schedule, its annexure etc. at the rates shown there under subject to the “General Conditions of Contract”, ‘Scope of work’ and ‘Technical Specifications’ and all hereunto annexed within from the date of issue of Letter of Acceptance or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The contractor has furnished a Bank Guarantee for **Rs.....** (Rupeesonly) vide Bank Guarantee No. -----
---- Dated----- from -----, in lieu of Security

Deposit for the due and proper fulfillment of the contract. The contractor further agrees that the aforesaid Bank Guarantee will be kept valid until one month beyond the expiry of the Guarantee Period. The contractor also agrees that the Bank furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 10% cost of any additional items/works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the Contractor's bills.

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - a) Cochin Port Authority's GeM Bid No. Dt:
 - b) Offer from M/s.No:..... dated.....
 - c) Cochin Port Authority's LoA No..... Dt:.....
 - d) This office e-mail letter dated and your reply through e-mail received on
3. The Conditions given in the LoA dated shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the contractor shall not be taken as terms and conditions of this contract/ agreement unless the CoPA in writing specifically agree to it.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s.....And on behalf of the Board of Major Port Authority for Cochin Port, the Chief Mechanical Engineer has set his hand and seal and common seal of CoPA as has been hereunto affixed the day and year first written above.

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

CONTRACTOR

(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 Authority on behalf of
Board of Major Port Authorities
For Cochin Port.

EMPLOYER

Signed and affixed the common
seal of Board of Major Port Authorities
For Cochin Port in the presence of

- 1)
- 2)

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(TO BE EXECUTED ON STAMP PAPER WORTH RS.200/-)
GUARANTEE BOND NO.**

In consideration of the THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY (hereafter called the "Port Authority" which expression shall include their successors and assignees) having accepted the tender No. No..... dated submitted by M/s..... (hereinafter called "the said tender") for name of work "....." as per the Chief Mechanical Engineer, Cochin Port Authority's order No..... dated and having agreed to exempt M/s..... (hereinafter called as the "Contractor (s)" which expression shall include their successors and assignees) from the demand under the terms and conditions of the said tender and the agreement to be executed between the Port Authority and the said contractor and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called "the said agreement") of Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for **Rs.....** (Rupeesonly).

1. We,..... (Name of Bank) (hereinafter referred to as "the Bank") do hereby undertake to pay to the Port Authority an amount not exceeding **Rs.....** (Rupeesonly) against any loss or damage caused to or suffered by the or would be caused to or suffered by the port Authority by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the agreement.
2. We, Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.....** (Rupees.....).
3. We,..... Bank Ltd., undertake to pay to the Port Authority 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 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 claims 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 agree 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 forbear 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 for any forbearance act or omission on the part of the Port Authority or any indulgence by the Port Authority to the said contractor(s) 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. We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port Authority in writing.

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

Dated theday of
for Bank Ltd.

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT
(To be submitted on Non-judicial Stamp Paper of appropriate value)**

This Joint Venture /Consortium Agreement is made and entered into on this day of2023 by and between (i) M/s. ...**(Name of the firm to be filled in)**....., (ii) M/s.....**(Name of the firm to be filled in)**.....,, primarily for the work under the Cochin Port Authority.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the 'Joint Venture/Consortium'.

1.0 Formation of Joint Venture/Consortium

1.1. (i) M/s.....**(Name of the firm to be filled in)** is engaged in**(Details of the works undertaken by the party)**

(ii) M/s..... **(Name of the firm to be filled in)** is engaged in**(Details of the works undertaken by the party)**

(iii)

1.2. On behalf of Board of Major Port Authority for Cochin Port (CoPA) (hereinafter referred to as "Employer"), the Chief Mechanical Engineer, Cochin Port Authority has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work of (herein after referred as "the project").

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Cochin Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (**.....Name of Partner to be filled in.....**) shall be the Lead Partner and (i) (**.....Name of Partner to be filled in.....**), (ii) (**.....Name of Partner to be filled in.....**),..... shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4. The Joint Venture/Consortium will be known as...(**.....Name of JV to be filled in.....**)and shall consist of (i) (**.....Name of the firm to be filled in.....**), (ii) (**.....Name of the firm to be filled in.....**),, parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as hereinafter provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfillment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...**Name of JV/Consortium to be filled in**....) and the Contract shall be signed by legally authorized signatories of all the parties.
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
- (i) M/s..... (**Name of the partner to be filled in**) -
- (ii) M/s..... (**Name of the partner to be filled in**) -
- (iii)
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
- a) The Lead Partner, shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
- b) (.....**Name of Partner to be filled in**.....) shall carry out the following works

- c) (.....**Name of Partner to be filled in**.....) shall carry out the following works
- d)
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the “Board of Major Port Authority for Cochin Port” for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.
- 1.16. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 1.17. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.18. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.19. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.20. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.21 The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Cochin Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this theday of20...

(i) Signature

Name

Designation seal

&

Common seal of the firm

(ii) Signature

Name

Designation seal

&

Common seal of the firm

Witness 1

Witness 2

**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/
CONSORTIUM**

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

By this Power- of-Attorney **executed** on thisday of(month) of 2023, we,

(i) (.....Name of legally authorized signatory of first partner to be filled in.....), (ii) (.....Name of legally authorized signatory of second partner to be filled in.....),
..... hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of “ exclusively through Lead Partner.

(i) Signature
Name
Designation seal
&
Common seal of the firm

(ii) Signature
Name
Designation seal
&
Common seal of the firm

.....
.....

Signature, name and seal of the certifying authority/Notary Public.