



**कोचिन पत्तन प्राधिकरण  
Cochin Port Authority**

**COCHIN PORT AUTHORITY**

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**TENDER DOCUMENT FOR RENOVATION OF  
TOILETS AT VARIOUS OFFICES/REST ROOMS AT  
COCHIN PORT AUTHORITY**

**TECHNICAL BID**

**(e-Tendering Mode)**

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

**Tender No.T6/T-2035/2024-C**

**COCHIN PORT AUTHORITY  
CHIEF ENGINEER'S OFFICE  
COCHIN-682 009**

**Price: Rs. 1,770/-(1,500+ 18% GST)**

**COCHIN PORT AUTHORITY**  
**CIVIL ENGINEERING DEPARTMENT**

Tender No: **T6/T-2035/2024-C**

Tender for

**RENOVATION OF TOILETS AT VARIOUS  
OFFICES/REST ROOMS AT COCHIN PORT AUTHORITY**

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**SECTION -I**

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## COCHIN PORT AUTHORITY

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



कोचिन पत्तन प्राधिकरण  
Cochin Port Authority

Tender No.T6/T-2035/2024-C

Dated:13/11/2024

### 1. NOTICE INVITING TENDER

Electronic Tenders (**e-tenders**) on percentage basis are invited by Cochin Port Authority from reputed contractors in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], meeting the Minimum Eligibility Criteria specified below for the work of **“RENOVATION OF TOILETS AT VARIOUS OFFICES/REST ROOMS AT COCHIN PORT AUTHORITY”**.

#### 1. MINIMUM ELIGIBILITY CRITERIA:

##### a) Experience

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31<sup>st</sup> October, 2024**, at least either:

i. Three Similar Works each costing not less than **Rs. 11.53 lakhs**

(OR)

ii. Two Similar Works each costing not less than **Rs. 14.41lakhs**

(OR)

iii. One Similar Work costing not less than **Rs. 23.06 lakhs**

##### b) Financial Turnover

Average Financial Turnover of the tenderer over the last three financial years ending 31<sup>st</sup> March 2024 of the previous financial year [2021-'22, 2022- '23 & 2023- '24] shall not be less than **Rs. 8.64 lakhs**.

*Explanatory Notes to a) & b) :*

*Note 1:-Similar Work(s) means “Civil Construction work/ Civil Repair works / Civil Maintenance Works ”*

*Note 2:-*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**

<b>Year before</b>	<b>Multiplying factor</b>
One year [September, 2023]	1.07
Two years [September, 2022]	1.14
Three years [September, 2021]	1.21
Four years [September, 2020]	1.28
Five years [September, 2019]	1.35
Six years [September, 2018]	1.42

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

*Note 4:- Satisfactory Client / Owners's Certificate or documentary proof shall be submitted in support of the assignments / works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover over the last 3 financial years and audited financial statements for the last three years shall be submitted.*

*Note 5:- The works reckoned for the above purpose are those executed by the tenderers as prime contractor or proportionately as member of joint venture or as a sub-contractor authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience; it will be considered for qualification only if documentary proof of such authorization / approval of the Employer are submitted.*

## **2. Other Eligibility Considerations**

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

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, black listing/ debarring by Govt. departments etc.

2.2 **The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tenderers, if applicable, as per EPF /ESI Acts. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an Undertaking as per Annexure – 11 to the effect shall be furnished.**

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

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

**Table 2**

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	<i>13-11-2024</i>
2	Download period of Bid Documents	<i>13-11-2024 to 26-11-2024</i>
3	Last date for seeking clarification	<i>19-11-2024</i>
4	Date of Pre-Bid meeting	<i>Nil</i>
5	Last date and time of submission of Bid	<i>27-11-2024 up to 14.30 hrs</i>
6	Date and time of opening the Bid	<i>27-11-2024 after 15.00 hrs</i>

ii) Bid information :

**Table 3**

i)	Estimated Amount put to Tender	: <b>Rs.28,82,836.00</b>
ii)	Earnest Money Deposit	: <b>Rs. 57,660.00</b> furnished through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA from any Commercial Bank in India or through RTGS/NEFT mode
iii)	Cost of Bid document	<b>Rs.1,770.-</b> (Rs.1,500.00+18% GST) (Non refundable) furnished through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA from any Commercial Bank in India or through RTGS/NEFT mode
iv)	Validity period of Tender	120 days from the Last Date of Submission of Bid.
v)	Time for Completion	<b>4 (Four) months from the date of commencement</b>

4. This work essentially comprises of the following :
  - (i) Dismantling & removing existing WC pans, urinals, wash basins and other sanitary fitting and replacing with new ones.
  - (ii) Dismantling old vitrified floor & wall tiles and providing new floor & wall tiles
  - (iii) Dismantling existing plumbing & sanitary lines and laying new lines
  - (iv) Removing old doors and providing new FRP or Aluminium doors.
  - (v) Performing waterproofing works.
  - (vi) Repairing and resurfacing plasterwork.
  - (vii) Painting
5. Tender documents can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in Table 2 given above by making online requisition. Bid document will also be available in Cochin Port website ([www.cochinport.gov.in](http://www.cochinport.gov.in)) as well as Govt. tender website, [www.tenders.gov.in](http://www.tenders.gov.in), which can be downloaded for submission.
6. The cost of bid document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPA along with the submission of bid.
7. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider **KEONICS** by paying registration amount of **Rs.1124/-** by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
8. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No.080-40482000 / 9746118529 / 9605557738.
9. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document.
10. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the bidders etc., if any, issued by the Employer, from the website before submission of the bid. **Any shortfall in uploading the said Addenda/ Amendments/ Errata/ Replies to the queries of Tenderer etc. duly signed along with the downloaded documents while uploading the Tender will render the Tender incomplete and incomplete Tender Documents may be rejected.**
11. All Bids are to be submitted **online only** on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). No Bids shall be accepted off-line (Hard copy).

12. Cochin Port Authority will not be held responsible for any technical snag or net work failure during online bidding. It is the bidder's responsibility to comply with the system requirements 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.

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

13. **Micro and Small Enterprises (MSE's) Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost and exemption from payment for issue of tender document & payment of EMD. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Bidders, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e-Tender Portal. If the Registration Certificate does not pertain to the Category of 'Similar Works' mentioned above, the Tender will be rejected.**

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

SD/-  
**SUPERINTENDING ENGINEER – I  
COCHIN PORT AUTHORITY**

**SECTION I  
COCHIN PORT AUTHORITY**

**2.INSTRUCTIONS TO TENDERERS**

**1. Introduction**

This tender is invited for “**RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT COCHIN PORT AUTHORITY**”. The work essentially comprises of the following:

- (i) Dismantling & removing existing WC pans, urinals, wash basins and other sanitary fitting and replacing with new ones.
- (ii) Dismantling old vitrified floor & wall tiles and providing new floor & wall tiles
- (iii) Dismantling existing plumbing & sanitary lines and laying new lines
- (iv) Removing old doors and providing new FRP or Aluminium doors.
- (v) Performing waterproofing works.
- (vi) Repairing and resurfacing plasterwork.
- (vii) Painting

**2. General Instructions**

- 2.1 The work is to be executed as described in the Bid document and in particular in the Technical Specifications, Special Conditions, Schedule of Quantities and Drawings and in general includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.
- 2.2 Before submitting the Bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the concerned Section Engineer of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. It will be deemed that prior to the submission of Tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly; 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 Addenda / Corrigenda, within the quoted price.

- 2.3 A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a Bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.4 The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalization of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 2.5 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 2.6 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
- 2.7 E-mail offers will not be considered. Bidders should prepare their bid themselves and submit it "online". Bids submitted by agents will not be recognized.
- 2.8 Bids received after the due date and time and any change in bid after the specified date & time will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.9 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 2.10 While evaluating the document, regard would be paid to National defense and security considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
- 2.11 If there are varying or conflicting provisions made in any document forming part of the contract, the Superintending Engineer-I, Cochin Port Authority, Cochin – 682009, shall be the deciding authority with regard to the intention of the document which shall be binding on the Bidder.
- 2.12 In case the department desires to inspect the equipments/ machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.
- 2.13 Any error in description, and any omissions there from shall not vitiate the contract or release the Contractor from the execution of whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract
- 2.14 All the Bank Guarantees (BGs) to be furnished except for EMD by the Contractors in connection with the tender shall be sent to the Chief Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Authority by the issuing bank.
- 2.15 ***The Contractor / approved Sub-Contractor if any, shall comply with all the provisions of the Indian Employer Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to***

*time and rules framed there under and other laws affecting the contract labour that may be brought into force from time to time.*

- 2.16 *If applicable as per EPF/ESI Acts, the Tenderer shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. In such cases, who are registered under EPF Organisation and ESI Corporation and furnish documentary evidence in support of valid registration shall only be considered for qualification for opening of Price Bids. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an undertaking as per Annexure – 11 to the effect shall be furnished.*
- 2.17 *The Contractor shall regularly remit the Employer and Employee contribution to the authorities. If not, the Employer would remit the same and the amount so remitted shall be deducted from the part/final bill of Contractor.*
- 2.18 *The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.*

**3. Micro and Small Enterprises (MSE's) Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost and exemption from payment for issue of tender document & payment of EMD. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Bidders, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e-Tender Portal. If the Registration Certificate does not pertain to the Category of 'Similar Works' mentioned above, the Tender will be rejected.**

- 3.1 If a bidder has already been awarded or qualified for a similar nature work with a higher value or equivalent value within the last 6 months from the date of Notice Inviting Tender, the tender of such bidder shall be evaluated / considered for qualification with the documents submitted by the bidders in those tenders **provided the Bidder clearly states the details of above such works in the Letter of Submission.**
- 3.2 In the Letter of submission, the Bidder shall compulsorily indicate 2 nos. of current active e-mail IDs to which further Bid related communication can be sent by CoPA. All communication from CoPA shall be deemed to have been delivered when the e-mail is sent to the specified e-mail ID and the date of sending the e-mail by CoPA shall be considered as the receipt by the Bidder. CoPA shall no way be responsible for the non-receipt of any such communication by the Bidder whatever be the reason due to which this has occurred.

#### **4. Invitation for Bids:**

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

#### **5. Downloading of Tender Documents:**

Tender documents can be downloaded from the e-Tendering portal

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

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

**6. 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.

**7. The Bidder**

The Bidder shall be a single entity only.

**8. 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.

**9. 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 cost of visiting the site shall be at the Bidders' own expense.

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

- 10.1 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 Superintending Engineer-I in writing at the following address, so as to reach him at least by **19-11-2024**. It is to be noted that no queries, clarifications will be answered after this date.

THE SUPERINTENDING ENGINEER-I,

CHIEF ENGINEER'S OFFICE,  
COCHIN PORT AUTHORITY,  
WILLINGDON ISLAND,

KOCHI-9,  
KERALA, INDIA.

Ph: - 91-0484-2666414/2582400.

Fax:-91-0484-2666414.

Email: [coptce@gmail.com/ce@cochinport.gov.in](mailto:coptce@gmail.com/ce@cochinport.gov.in)

## 10.2 **Pre-Bid Meeting:**

There will not be any pre-bid meeting. However, the Bidders who need clarifications on any specific issue shall inform the Employer in writing latest by before **19-11-2024** at the address given in the Clause 10.1 above. No queries/clarifications on Bid Document shall be entertained after this date. The replies/clarifications/decisions shall be hosted at the Cochin Port Authority website [www.cochinport.gov.in](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal.

At any time prior to the deadline for submission of Bid, CoPA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda /Corrigenda.

**Any Addenda/ Corrigenda / Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in Cochin Port Authority website [www.cochinport.gov.in](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the website before submission of Bid. Bids with any shortfall in uploading the said Addenda/ Corrigenda / Errata/ Replies to the queries of Tenderer etc. duly signed along with the downloaded documents while uploading the Tender will render the Tender incomplete and incomplete Tender Documents may be rejected.** In order to afford Bidders with reasonable time to take an Addendum into account, or for any other reason, the CoPA may, at its discretion, extend the Bid Submission Date and the Bid extension notice shall be hosted in the websites only.

## 11. **Amendment of Bidding Documents:**

The Superintending Engineer-I, 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 Addenda / Corrigenda. Any Addendum / Corrigendum thus issued shall be part of the Tender documents. The Addenda / Corrigenda, 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 Addenda / Corrigenda 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.

## 12. **Preparation of bids:**

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

## 13. **Minimum Eligibility Criteria:**

### (a) **Experience**

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31<sup>st</sup> October, 2024**, at least either:

i. Three Similar Works each costing not less than **Rs.11.53 lakhs**

(OR)

ii. Two Similar Works each costing not less than **Rs.14.41 lakhs**

(OR)

iii. One Similar Work costing not less than **Rs.23.06 lakhs**

**(b) Financial Turnover**

Average Financial Turnover of the tenderer over the last three financial years ending 31<sup>st</sup> March 2024 of the previous financial year [2021-'22, 2022-'23 & 2023-'24] shall not be less than **Rs.8.64 lakhs**.

**Explanatory Notes to (a) & (b):**

**Note 1:-** Similar Work(s) means “Civil Construction work/ Civil Repair works / Civil Maintenance Works ”

**Note 2:-** 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**

<b>Year before</b>	<b>Multiplying factor</b>
One year [September, 2023]	1.07
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Four years [September, 2020]	1.28
Five years [September, 2019]	1.35
Six years [September, 2018]	1.42

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

**Note 4:-** Satisfactory Client / Owner’s Certificate or documentary proof shall be submitted in support of the assignments / works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years and audited financial statements for the last three years shall be submitted.

**Note 5:-** The works reckoned for the above purpose are those executed by the tenderers as prime contractor or proportionately as member of joint venture or as a sub contractor authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience; it will be considered for qualification only if documentary proof of such authorization / approval of the Employer are submitted.

## 14. Other Eligibility Considerations

- 14.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, black listing/ debarring by Govt. departments etc.
- 14.2 **The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tenderers, if applicable, as per EPF /ESI Acts. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an Undertaking as per Annexure – 11 to the effect shall be furnished.**

## 15. Bid Prices:

### 15.1 Percentage Basis Contract

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

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

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

### 15.3 Rates Quoted

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

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

### 15.5 Currencies of Bid and Payment:

The unit rates and the prices shown in Schedule II of this document are in Indian National Rupees (INR).

## 16. Bid Validity:

Bids shall remain valid for a period not less than One Twenty days (120 days) from the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidder to extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (ie, the extension

shall be unconditional).

**17. Bid Security / EMD:**

17.1 Each tender should be accompanied by an Earnest Money amounting to **Rs 57,660.00 (Rupees Fifty Seven Thousand Six and Sixty only)**. EMD shall be deposited /furnished either through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority from any Commercial Bank in India . Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.

**18. Forfeiture of Bid security / EMD**

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

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

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

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

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

20.1 The Tenderer shall prepare one set of his Tender (all Volumes), duly completed and signed, along with the set of Drawings and other documents mentioned hereinafter. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made shall be signed by the person or persons signing the bid.

20.2 If the tender is made by an individual it shall be signed by his full name and his address shall be given. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a proper power-of- attorney 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.

**21. Bid Submission:**

21.1 Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid** through **e- tender mode before 14.30 Hrs on 27-11-2024**.

21.2 The Technical Bid document and the scanned copies of the documents as detailed

in clause 22 below shall be submitted through e-Tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT).

- 21.3 Price bid (Schedule-II) in the provided format shall be submitted **only through e-tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) before 14.30 Hrs on 27-11-2024.** In no case shall filled in Price Bid (Schedule II) be submitted in hard copy, as it shall result in rejection of the tender.
- 21.4 Tenders shall be submitted “**online**” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders shall submit scanned copy of all the required documents such as DD / Banker’s Cheque towards the cost of tender, proof of experience, financial details etc. through the e-tendering portal.
- 21.5 The Bidder shall submit **Original (i) DD / Pay Order / Bankers Cheque towards the cost of Tender document,(ii) EMD and (iii) Power of Attorney** along with Letter of submission in a sealed cover, super scribing there on the Tender Number, Name of Work, date notified for submission of tender and the name of the tenderer. Tenders can be brought either in person or sent by registered post/ courier to the Superintending Engineer-I, Cochin Port Authority, W/Island, Cochin - 682009, KERALA, before opening date & time of the tender. Tenders brought in person, shall be put in the Tender Box on or before the due date and closing time specified above.
- 21.6 **Tenders without submitting the original documents towards (i) Cost of tender document, (ii) EMD; and(iii) Power of Attorney as above, before opening date and time of the tender will be liable for rejection.**
- 21.7 The successful Bidder shall submit original copy of complete Technical Bid already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the work.

## **22. Information Required in the Bid**

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

- a) Letter of Submission (vide *Annexure-1*)
- b) Bid Security / EMD as described in Clause 17.1 above .
- c) Cost of Tender Document
- d) Check list as per *Schedule I* attached along with Technical Bid in the e-Tendering Portal
- e) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide *Annexure-2*)
- f) Organization Details (vide *Annexure-3*)
- g) Details of experience as per *Annexures -4a &4b* and Certificates in proof of experience in Similar Works as detailed under Clause 13 of Instructions to Tenderers.

### **Explanatory notes:**

- (1) Original or Notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom

he has executed such contracts along with work order shall be attached.  
The certificate shall invariably contain the following among other things.

- (i) Details of work involved specifying the nature of work
- (ii) The completion cost of the work
- (iii) Date of commencement ; and
- (iv) Date of completion of the work.

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

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

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

- h) A statement duly certified by Chartered Accountant showing the Average Annual Financial Turnover of the tenderer over the last three financial years [, 2021-'22, 2022-'23 & 2023-'24] (vide *Annexure-5*) supported by Audited Financial statements for the last three years.
- i) Form of Bid duly signed and sealed
- j) **Bid document including all Addenda / Corrigenda duly signed and sealed**
- k) Partnership Deed or Memorandum and Articles of Association of the Company and Registration certificate of the company as the case may be.
- l) **Copies of EPF ,ESI,PAN and GST registration**
- m) Documentary proof for NSIC registration, if applicable.
- n) A detailed Method Statement (Technical Note) for carrying out of the works, along with an Implementation Schedule showing sequence of operation and the time frame for various segments of temporary and permanent works.(vide *Annexure-6*). The information provided will form part of the Work Methodology and the same shall be in line with the Specifications and Bill of quantities.
- o) A list of Plant and equipment proposed to be engaged for the work (vide *Annexure-7*).
- p) A declaration to the effect that (vide *Annexure-8*):-
  - i) All details regarding construction plant and machinery, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the *Annexure-7* and that such plant, temporary works and personnel for site organization will be available at appropriate time of relevant works for which the equipment have been proposed at site till the completion of the respective work.
  - ii) No conditions are incorporated in the Price Bid. In case any conditions are specified in the Price Bid, the tender will be rejected summarily without making any further reference to the bidder.

- iii) 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.
- iv) We disclose with that we have made / not made (strike out whichever is not applicable) payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
- v) We do hereby confirm that no changes have been made in the Tender document uploaded by us for the above bid. Port Tender document will be treated as the authentic Tender Document 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.
- q) Bank information for e- Payment system as per *Annexure-9*.
- r) Details of litigation history, blacklisting etc. of the Bidder as per *Annexure-10*.
- s) Undertaking regarding EPF & ESI Registration as per *Annexure-11*.

**22.2 Scanned copy of all the above documents shall be uploaded for on line submission of Technical Bid.**

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

**22.3 List of Documents to be Submitted in Original.**

- i) DD / Pay Order / Bankers Cheque towards Cost of Tender document
- ii) Bid Security / EMD.
- iii) Power of Attorney, duly authenticated by Notary Public (vide *Annexure-2*)
- iv) Letter of Submission (vide *Annexure-1*)

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

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

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

The (i) Original DD / Pay Order / Bankers Cheque towards the Cost of Tender document,(ii) Bid Security / EMD and (iii) Power of Attorney with letter of submission in a sealed cover in original superscribed with the Tender Number, Name of Work, date notified for submission of tender and the Name of the Tenderer, should reach the office of the Chief Engineer, Cochin Port Authority, Cochin-9, on or before the time and the day notified in Table 2 of NIT.

**24. Late Bids:**

Any Bid received by the Employer after the Bid Due Date will be returned unopened to the bidder.

**25. Bid Opening**

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

25.2 **Technical Bid:** Technical Bid shall be opened in the office of the **Chief Engineer, Cochin Port Authority** after **15.00** Hours on **27-11-2024** for receiving the Tenders. Submission of EMD and Cost of Tender Document is verified initially. In case the Earnest Money and Cost of Bid Document are not deposited/ submitted or is not in order, the Bid will not be opened further and hard copy submitted will be returned.

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

**26. Bid Opening – Price Bid:**

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

**27. Clarification of Bids:**

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

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

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

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

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

- (a) Meets the Minimum Eligibility Criteria defined in Clause 13.
- (b) has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- (c) is accompanied by the required Bid Security Declaration and cost of bid document.
- (d) Undertaking in the Technical Bid that he has not incorporated any conditions in the Price Bid.

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

- i) which affects in any substantial way the scope, quality or performance of the Works;
- ii) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- iii) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

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

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

**29. Correction of Errors:**

Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as detailed in Clause 15.2. The amount stated in the Bid will be adjusted by the Employer in accordance with the above stated procedure for the correction of errors and shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Bid security shall be forfeited in accordance with Clause 18.

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

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 28. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 29;
- (b) making appropriate adjustments to reflect discounts or other price modifications offered.

**31. Alteration of tender documents:**

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

**32. Alternative Conditions and Proposals:**

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

**33. Award of Contract:**

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

- (a) Eligible in accordance with the provisions of Clause 13, and
- (b) Qualified in accordance with the provisions of Clause 13.

**34. Securities**

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

**a) Retention Money to be recovered from Running Bills as detailed below;**

The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

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

34.3 The total amount thus deposited towards SD will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the Contractor of the terms and conditions of the contract.

**b) Performance Security to be submitted at award of the work**

**34.4 Performance Security**

Performance Security for civil works shall be 5% of the Contract value.

34.5 The Performance Security shall be provided by the Contractor to the Employer not later than 21 days for domestic bids and 28 days for international bids from the date of letter of acceptance and shall be furnished in one of the following forms: i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank. ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any scheduled bank operating in India as per the proforma

34.6 The BG furnished towards the Performance Security shall be valid for a period until a date 30 days from the day of expiry of the defect liability period stipulated as per the terms of the contract.

34.7 Unless performance Security is furnished within the period as specified in clause 34.5 above or such extension of that period as may be permitted by the Engineer in writing, the Earnest Money will be liable to forfeiture and the contract to cancellation.

- 34.8 Performance Security will be released / refunded to the Contractor not later than 30 days from the date of completion of Defect Liability / warranty period of the work.
- 34.9 If the Cost of Work done exceeds the Contract Value, the total amount retained as Security Deposit considering the Performance Security initially submitted together with the Retention Money recovered from the running account bills, shall amount to 10% of the Cost of Work done.
- 34.10 In cases where cost of Work done exceeds the Contract Value while releasing the Retention Money after payment of Final Bill, only 5% cost of Work Done is released, instead of the entire Retention Money recovered from the bills. The balance amount shall be retained; to make up for the shortage in the Performance Security, upto the completion of Defects Liability Period. The BG shall be issued in favour of Cochin Port Authority in the format enclosed in *Annexure-A of GCC*.

### **35 Signing of Agreement**

- 35.1 The Successful Tenderer will be required to execute an Agreement at his expense within 28 (twenty eight) days from the date of Letter of Acceptance / Work Order, on proper value Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with Addendum / Corrigenda, 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 correspondence shall form a binding contract between the two parties.
- 35.2 The Contractor shall made 10 copies of the Agreement and submit to the Employer within 7 days following the date of signing of Agreement.
- 35.3 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore.

### **36 Fraud and Corrupt Practices:**

- 36.1 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.

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

- (a) “corrupt practice” means
  - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
  - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
  - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**37 Rejection of Tender:**

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

**SIGNATURE OF BIDDER**

# COCHIN PORT AUTHORITY

## SECTION I

### 3.FORM OF BID

#### To

The Board of Cochin Port Authority

#### Through

The Superintending Engineer-I  
Cochin Port Authority, Cochin -9

Tender for the work of “**RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT COCHIN PORT AUTHORITY**”

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

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

#### MEMORANDUM

- |                                                      |                                                                                                                                                           |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) General description of work                       | : <b>RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT COCHIN PORT AUTHORITY</b>                                                                    |
| b) Estimated cost                                    | : <b>Rs. 28,82,836.00</b>                                                                                                                                 |
| c) Earnest Money                                     | : <b>Rs.57,660.00</b>                                                                                                                                     |
| d) Security Deposit                                  | : <b>10%</b> of the value of the contract awarded or the value of the work done whichever is higher [performance guarantee @ 5% and retention money @5%]. |
| e) Percentage, if any, to be deducted from the bills | : The retention money will be recovered from the first running bill onwards at the rate of 5% of the gross amount of each bill.                           |

- f) Time allowed for commencement of work from the date of receipt of work order : **7 days**
- g) Time allowed for the work from the date of commencement of work. : **4 (Four) months**
- h) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. : As per content sheet attached

I/ We agree to keep the tender open for 120 days from the due date of submission

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

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

The sum of Rs..... is hereby forwarded in Port challan receipt / Bankers cheque or demand Draft of a scheduled bank / Bank Guarantee issued by a Scheduled bank drawn in favour of Financial Adviser and Chief Accounts Officer of the Port Authority as earnest money (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should I/We fail to commence the work specified in the Contract data or should I/We not deposit the full amount of Performance Security specified in the above Memorandum in accordance with clause 52 of the said conditions of contract otherwise the said sum of Rs..... shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Clause 40.1 of General Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 40.3 of the General Conditions of Contract.

Dated the ..... day of ..... 2024.

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

### ACCEPTANCE

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

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

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

Dated.....

**CHIEF ENGINEER  
Cochin Port Authority**

**COCHIN PORT AUTHORITY**

**SECTION – I**

**4.FORM OF AGREEMENT**

**AGREEMENT No.....of 20.....**

**AGREEMENT FOR THE WORK OF  
RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT COCHIN  
PORT AUTHORITY**

THIS AGREEMENT IS MADE on this day..... of ..... 2024 BETWEEN THE BOARD OF MAJOR PORT AUTHORITY OF COCHIN PORT AUTHORITY, a body corporate under the Major Port Authority Act, 1963 having office on Willingdon Island, Cochin-682009 represented by its Chief Engineer Sri. ...., S/o. ...., aged ..... years residing at ....., Village, .....Taluk, .....District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. .... represented by Shri. .... aged.....S/o ..... residing at ..... Village.....Taluk ..... District(hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

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

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

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

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Clause 16 of the “General Conditions of Contract” and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.

4. The sum of Rs...../- [Rupees.....only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port Authority as Performance Security (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should the Contractor fail to commence the work specified in underwritten memorandum or should the Contractor not deposit the full amount of security deposit specified in underwritten memorandum otherwise the said sum of Rs...../- shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Clause 40.1 of the Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 40.3 of the Conditions of Contract.
5. It is mutually agreed that the tender submitted in its entirety shall form part of this agreement. Apart from the tender the following shall also form part of the agreement
  - (a) The Letter of Acceptance ;
  - (b) Bill of Quantities and
  - (c) Letters exchanged between the Employer and the Tenderer upto the issue of Letter of Acceptance as separately listed and annexed here to.
  - (d) Replies to Prebid queries and amendments issued, if any.

#### **M E M O R A N D U M**

- |                                                      |                                                                                                                                                                                                |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) General description of work                       | : RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT COCHIN PORT AUTHORITY                                                                                                                |
| b) Estimated cost                                    | : Rs.28,82,836.00                                                                                                                                                                              |
| c) Tendered cost                                     | : Rs. ....                                                                                                                                                                                     |
| d) Earnest Money                                     | : Rs.57,660.00                                                                                                                                                                                 |
| e) Security Deposit                                  | : Rs.....(10% of the value of the Contract awarded or the value of the work done whichever is higher).                                                                                         |
| f) Percentage, if any, to be deducted from the bills | : In case, where the value of work done exceeds Contract Value, Additional Security Deposit @ 5% of the excess amount will be deducted from the respective RA Bills, while making the payment. |

- g) Time allowed for commencement of work from the date of receipt of work order : 7 days
- h) Time allowed for the work from the date of commencement of work. : 4 (Four) months
- i) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. :

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of **The Board of Major Port Authority** of COCHIN PORT AUTHORITY, the SUPERINTENDING ENGINEER-I has set his hand and seal and common seal of Cochin Port authority has been hereunto affixed the day and year first written above.

**CONTRACTOR**

- (Retain only the authority signing the agreement)

Signed, sealed and delivered by

Shri.....of M/s. ....

(Common Seal of the Firm)

Signed and affixed seal in the presence of :

1) Signature with address :

2) Signature with address :

**EMPLOYER**

Signed, sealed and delivered by the

**SUPERINTENDING ENGINEER-I**  
 Cochin Port Authority  
 On behalf of The Board of  
 Major Port Authority of Cochin.

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

1)

2)

## COCHIN PORT AUTHORITY

### SECTION I

#### 5.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	<i>The following documents are also part of the Contract</i>												
	The Schedule of other Contractors  (Will be informed in due course)	(8.2)											
	The Schedule of Key personnel <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Designation/ Qualification of Staff</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Min. Experience (Years)</th> <th style="text-align: center;">Rate of recovery in case of non compliance</th> </tr> </thead> <tbody> <tr> <td>Graduate Engineer <b>Or</b> Diploma Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td rowspan="2" style="text-align: center;">Rs.15,000/- per month</td> </tr> <tr> <td></td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>	Designation/ Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance	Graduate Engineer <b>Or</b> Diploma Engineer	1	2	Rs.15,000/- per month		1	5	(9)
Designation/ Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance										
Graduate Engineer <b>Or</b> Diploma Engineer	1	2	Rs.15,000/- per month										
	1	5											
2	The Employer is	(1)											
	<b>The Board of Major Port Authority , Cochin Port Authority, Cochin -9</b>												
	Name of Authorized Representative:												
	Name: <b>Shri.Kasiviswanathan The Chairperson, Cochin Port Authority Cochin -9</b>												
3	The Engineer is												
	Name: <b>Shri. Johny M.V Superintending Engineer-I Cochin Port Authority, Cochin-9</b>												
	Name of Nominee(s) is : <b>Will be notified in LoA/ LoI</b>												
4	Name of Contract: <b>RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT COCHIN PORT AUTHORITY</b> Tender No: <b>T6/T-2035/2024-C</b>	(1)											
5	<b>10</b> copies of Contract Agreement shall be furnished by the Contractor	[7.1]											
6	Tender document and other data are available at the following web	(7.2)											

Sl. No.	Description	Reference Clause No. in GCC		
	sites : 1) www.cochinport.gov.in 2) www.tenders.gov.in 3) tenderwizard.com/copt			
7	The Intended Completion Date for the whole of the Work is <b>4(Four) Months</b>	(17,28)		
8	Milestone dates: <table border="1" data-bbox="355 607 1248 719"> <tr> <td data-bbox="355 607 948 719">Physical works to be completed</td> <td data-bbox="948 607 1248 719">Period from the date of commencement of work</td> </tr> </table> The activity wise schedule needs to be submitted by the Contractor within <b>21 days</b> of receipt of LoA from CoPA. This needs to be strictly followed for the timely completion of the work.	Physical works to be completed	Period from the date of commencement of work	
Physical works to be completed	Period from the date of commencement of work			
9	The following shall form part of the Contract Document: (1) Agreement (2) Letter of Acceptance (3) Bill of Quantities (4) Contractor's Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) General Conditions of Contract (8) General Description and Special Conditions of Contract (9) Technical Specifications (10) Drawings and (11) Any other documents listed in the Contract Data as forming part of the Contract.	(2.3)		
10	The Contractor shall submit a Program for the Works within <b>21 days</b> of date of the Letter of Acceptance/LoI.	(27)		
11	<b>The site possession date</b> The site will be handed over within <b>7 days</b> after issue of LoA/LoI	(21)		
12	The start date shall be <b>7 days</b> from the date of receipt of the Letter of Acceptance (LoA)/LoI by the Contractor.	(1)		
13	The site is located Willingdon Island			
14	The Defects Liability Period is <b>One year from the date of completion of the work.</b>	(35)		
15	The minimum insurance cover for physical property, injury and death is <b>Rs.10 lakhs (Rupees Ten Lakhs)</b> per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make Insurance valid always.	<b>(13)</b>		

<b>Sl. No.</b>	<b>Description</b>	<b>Reference Clause No. in GCC</b>
16	The following events shall also be Compensation Events: (Nil)	(44)
17	The period between Programme updates shall be 120 days.	(27)
18	The amount to be withheld for late submission of an updated Programme shall be <b>Rs.25,000/-</b> .	(27)
19	The language of the Contract documents is <b>English</b> .	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is <b>Indian Rupees</b> .	(46)
22	The proportion of payments retained (retention money) shall be 5% from each bill subject to a maximum of 5% of the contract price or cost of work done whichever is higher.	(48)
23	The maximum amount of liquidated damages for the whole of the works is <b>10%</b> of the Contract Price.	[49]
24	The amounts of the Advance Payments: NA	[51]
25	Repayment of advance payment for mobilization : NA	[51]
26	Repayment of advance payment for Construction and equipment: NA	[51]
27	Repayment of Secured advance: NA	[51.6]
28	The date by which “As-Built” drawings are required is within <b>30 days</b> of issue of certificate of completion of whole or section of the work, as the case may be. –NA-	(58)
29	The amount to be withheld for failing to supply “As Built” drawings and/or operating and maintenance manuals by the date required is -NA-	(58)
30	Schedule of Rates Applicable: ( <b>DSR 2018 + Cost Index 55%</b> ) <b>multiplied by a factor 0.8768 to exclude GST</b>	
31	Base Rate for materials to be considered for price variation : <b>NA</b>	<b>(47)</b>
32	Permissible wastage on theoretical quantities of (a) Cement : (+) 2% (b) Steel Reinforcement and structural steel sections for each diameter, section and category : (+) 5.99 %	<b>(47)</b>

# **ANNEXURES**

# COCHIN PORT AUTHORITY

## SECTION I

### 3. ANNEXURES

<b>Annexure</b>	<b>Description</b>	<b>Page No.</b>
1	Letter of Submission - Covering Letter	36
2	Proforma of Power- of-Attorney/ Letter of Authority	37
3	Organization Details	38-39
4a	Details to fulfill the “Minimum Eligibility Criteria” and certificates	40-41
4b	Details of past experience of Contractors for Similar Works	42
5	Financial Capability	43
6	Details of Proposed Approach & Methodology	44
7	Plant and Equipment Proposed for the Work	45
8	Declaration	46
9	Format for Furnishing Bank information for e-payment	47
10	Details of Litigation History	48-49
11	Undertaking regarding ESI & EPF	50

**COCHIN PORT AUTHORITY**  
**RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT**  
**COCHIN PORT AUTHORITY**  
**LETTER OF SUBMISSION- COVERING LETTER**  
(On the Letter Head of the Bidder)

No..... Date:.....

To

The Superintending Engineer-I,  
Cochin Port Authority.

Sir,

Sub: Tender for **“Renovation of toilets at various offices/rest rooms at Cochin Port Authority**

~~~~~

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

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

- (i) EMD
- (ii) Power of Attorney (*Annexure-2*)
- (iii) Cost of Tender Document

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

- (i) Organization Details (*Annexure-3*)
- (ii) Details to fulfill the “Minimum Eligibility Criteria” and certificates(*Annexure-4a*)
- (iii) Details of Past Experience of Contractor for Similar works (*Annexure-4b*)
- (iv) Average Financial Turnover over the last three financial year(*Annexure-5*)
- (v) Detailed Method Statement (Technical Note)(*Annexure-6*)
- (vi) List of Plant and Equipment (*Annexure-7*)
- (vii) Declaration (*Annexure -8*)
- (viii) Bankers Details ( *Annexure-9*)
- (ix) Details of litigation history / blacklisting of the bidder ( *Annexure-10*)
- (x) Undertaking regarding EPF & ESI registration. (*Annexure-11*)
- (xi) Tender Document along with Addenda Nos ---- ,
- (xii) Copies of EPF,ESI,PAN & GST Registration.
- (xiii) Checklist as per Schedule-I
- (xiv) Partnership deed or Memorandum and Articles of Association of the company and Registration Certificate of the company (as the case may be)
- (xv) Document proof for NSIC Registration,(if applicable)

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

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

Signature  
(Authorized Signatory)

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

To

The Superintending Engineer-I,  
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 **Renovation of toilets at various offices/rest rooms at Cochin Port Authority (Tender No.T6/T-2035/2024-C)**.

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

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

**COCHIN PORT AUTHORITY**

**RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT  
COCHIN PORT AUTHORITY**

**ORGANIZATION DETAILS**

CONTRACT No.:

NAME OF APPLICANT:

1. Name of the Owner:

2. Address:

Telephone No. :

E-mail:

Fax No.

3. Description of Applicant  
(For e.g. General, Civil Engineering  
Contract or Joint Venture/Consortium etc.)

4. Registration and Classification  
of Contractors

5. Name and address of bankers

6. Number of years of experience  
as a general contractor :-

In own Country:

Internationally:

7. Number of years of experience  
as a sub contractor

8. Name and Address of partners or  
associated companies to be involved  
in the project and whether Parent/

Subsidiary/other

6. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
10. Name and address of the companies/ Sub-contractors who will be involved in the execution of works, namely:
11. Name and address of companies who will be involved in the supply of bought out items
  - a) Fenders, stainless chains and accessories
  - b) Bollards, Capstan, Remote control Quick release Mooring systems
12. 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)

**COCHIN PORT AUTHORITY  
RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT  
COCHIN PORT AUTHORITY**

Tenderer shall furnish Details of “Eligibility Works Experience” as per Clause 13 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 MEC**

Assignment Number:

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

Instructions:

- i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 13 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-4a** 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 TDS certificate along with Notary attested copy(s) of work order and completion certificate shall be attached.
- ix) In case of bid submitted by JV/ Consortium, the Minimum Eligibility Criteria EXCEPT Financial Turnover can be fulfilled collectively by the Partners of the JV/ Consortium.
- x) The tenderer shall also be obligated to produce the original of the certified copy(s), on request by the department.

Signature  
(Authorized Signatory)

**COCHIN PORT AUTHORITY  
RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT  
COCHIN PORT AUTHORITY**

**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:** 1) Bidder to enclose completion certificate issued by owner, certified by a Notary Public or equivalent certifying authority.

- 2) If the Bidder is claiming his experience as Subcontractor; it will be considered for qualification only if documentary proof of sub-contractor authorized and approved by the Employer of the work(s) is submitted.

**SIGNATURE OF TENDERER**

**COCHIN PORT AUTHORITY  
RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT  
COCHIN PORT AUTHORITY**

**FINANCIAL CAPABILITY**

(A) Average Annual Turnover of the Bidder

| <b>Turnover (Rs.)</b> |               |               |                |
|-----------------------|---------------|---------------|----------------|
| <b>Year 1</b>         | <b>Year 2</b> | <b>Year 3</b> | <b>Average</b> |
|                       |               |               |                |

**Instructions:**

- (i). Year 1 will be the Financial Year-2023-24. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2.
- (ii).The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements as required under this Bid Document.
- (iii). Annual Turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

**Certified by Chartered Accountant**

Signature  
(Authorized Signatory)

**COCHIN PORT AUTHORITY**

**RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT  
COCHIN PORT AUTHORITY**

**DETAILS OF PROPOSED APPROACH & METHODOLOGY**

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

Signature  
(Authorized Signatory)

**COCHIN PORT AUTHORITY**

**RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT  
COCHIN PORT AUTHORITY**

**PLANT AND EQUIPMENT PROPOSED FOR THE WORK**

Please indicate the main plant and equipments considered to be necessary and proposed to be deployed for undertaking this work and whether this plant is ready in ownership or will be purchased or hired.

| Sl. No. | Description of equipment | Requirement No. / Capacity | Owned / leased / to be procured | Nos / Capacity | Age / Condition | Remarks (From whom to be purchased) | At what Stage of contract period the Equipment will be available |
|---------|--------------------------|----------------------------|---------------------------------|----------------|-----------------|-------------------------------------|------------------------------------------------------------------|
|         |                          |                            |                                 |                |                 |                                     |                                                                  |
|         |                          |                            |                                 |                |                 |                                     |                                                                  |
|         |                          |                            |                                 |                |                 |                                     |                                                                  |
|         |                          |                            |                                 |                |                 |                                     |                                                                  |

Signature  
(Authorized Signatory)

**COCHIN PORT AUTHORITY**

**RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT  
COCHIN PORT AUTHORITY**

**DECLARATION**

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

1. All details regarding construction plant, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the *Annexure-6* and that such plant, temporary works and personnel for site organization will be available at the site till the completion of the respective work.
2. No conditions are incorporated in the Financial/ Price 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 uploaded 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 uploaded by the tenderer, the Port's document shall prevail.

Signature  
(Authorized Signatory)

**\* Notes:**

**(i) Delete whichever is not applicable.**

**(ii) The above Declaration shall be submitted in the Letter head**

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

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

Signature with seal  
(Authorized Signatory)

**LITIGATION HISTORY AND DETAILS OF BLACK LISTING**

(A). Details of Litigation History till 31<sup>st</sup> July, 2024 in accordance with clause 22.1(s) of Instruction to Bidders are as follows:

| <b>Sl No</b> | <b>Date, month &amp; Year of award</b> | <b>Amount of Award, INR</b> | <b>Contract Identification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Total Contract Amount INR</b> |
|--------------|----------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 1            | [insert date]                          | [insert amount]             | <p><i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i></p> <p><i>Name of Employer: [insert full name]</i></p> <p><i>Address of Employer: [insert street/city/country]</i></p> <p><i>Matter in dispute: [indicate main issues in dispute]</i></p> <p><i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i></p> <p><i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p> | [insert amount]                  |
| 2            |                                        |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |
| 3            |                                        |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |

(B). Details of Black listing/ debarring by the Govt. departments for last 5 years till 31<sup>st</sup> July, 2024:

| <b>Sl. No</b> | <b>Date, month &amp; year of Black listing / de barring</b> | <b>Name of Agency Black listed / de barred</b> | <b>Period of Black listing / de barring</b> | <b>Ending date of Black listing / de barring</b> |
|---------------|-------------------------------------------------------------|------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| 1             | [insert date, month & year]                                 | [insert name and place of agency]              | [insert period in years & months]           | [insert date, month & year]                      |
| 2             |                                                             |                                                |                                             |                                                  |

(C). Details of Pending Litigation upto 31<sup>st</sup> July 2024:

| Sl No | Date, month & Year of award | Amount of Award, INR | Contract Identification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Total Contract Amount INR |
|-------|-----------------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1     | [insert date]               | [insert amount]      | <p><i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i></p> <p><i>Name of Employer: [insert full name]</i></p> <p><i>Address of Employer: [insert street/city/country]</i></p> <p><i>Matter in dispute: [indicate main issues in dispute]</i></p> <p><i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i></p> <p><i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p> | [insert amount]           |
| 2     |                             |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |

**Certified that the above information is correct as per records and nothing has been omitted / concealed.**

..... (Signature of the Statutory Auditor)

..... (Full Name of the Statutory Auditor)

..... (Name of the Statutory Auditor's Firm)

..... (Complete Address of the Statutory Auditor's Firm)

..... (Telephone/fax numbers, including country and city codes)

..... (E-mail of the Statutory Auditor)

..... (Seal of the Statutory Auditor)

**Membership No. of the Statutory Auditor: .....**

**Notes:**

- (i) The Tenderer shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last three years.
- (ii) This may be noted that under this category only cases of arbitration /litigation finally settled against the Tenderer should be listed. If the case is pending at any level of arbitration or judiciary, the same should be listed in Pending Litigation and NOT under Litigation History. A consistent history of awards against the Tenderer may result in failure of the Application/Tender.

Date:

Tenderer's Signature  
With Stamp

**COCHIN PORT AUTHORITY  
RENOVATION OF TOILETS AT VARIOUS OFFICES /REST ROOMS AT  
COCHIN PORT AUTHORITY**

**UNDERTAKING REGARDING EPF AND ESI REGISTRATION**

I/We, M/s. ....(*Name & address of the Tenderer*) solemnly affirm and undertake that I/We do not have the required number of employees for taking registration under EPF Organisation and ESI Corporation. I/We also undertake that I/We take the full responsibility for all the consequences arising due to the above and indemnify CoPA officials for any actions taken in this regard.

**SIGNATURE OF TENDERER**

## **SECTION II**

## INDEX

### SECTION -II

| <b>Clause/<br/>Sections</b> | <b>DESCRIPTION</b>                          | <b>Page No.</b> |
|-----------------------------|---------------------------------------------|-----------------|
| 1.                          | General Conditions of Contract - Part A - G | 53-54           |
| 2.                          | Form of Securities (Annexure A)             | 55-58           |

**SECTION -II**  
**COCHIN PORT AUTHORITY**

**1. GENERAL CONDITIONS OF CONTRACT (GCC) - PART A - G**

| <b>Part</b> | <b>DESCRIPTION</b>                                                                                      | <b>Page No.</b> |
|-------------|---------------------------------------------------------------------------------------------------------|-----------------|
| A           | Part A – General                                                                                        | CC 6            |
| B           | Part B - Time Control                                                                                   | CC 18           |
| C           | Part C - Quality Control                                                                                | CC 22           |
| D           | Part D - Cost Control                                                                                   | CC 24           |
| E           | Part E - Finishing the Contract                                                                         | CC 37           |
| F           | Part F - Labour Laws and Miscellaneous Clauses                                                          | CC 42           |
| G           | Part G - Salient features of some major laws applicable to establishments engaged in construction work. | CC 59           |

**(GCC ATTACHED AS SEPARATE VOLUME)**

**SECTION -II**  
**COCHIN PORT AUTHORITY**

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

| <b>Annexure</b> | <b>Description</b>                                                     | <b>Page No.</b> |
|-----------------|------------------------------------------------------------------------|-----------------|
| A               | Proforma of Bank Guarantee for Performance Guarantee/ Security Deposit | 56-58           |

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

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

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

In consideration of the Board of Trustees of the Port of *[insert name of Port]* incorporated by **The Board of Major Port Authority** Act, 1963 as amended by Major Port Authority (Amendment) Act 1974 (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of *[insert name of Port]*, its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the “Contractor”)

(Name of the Contractor/s)

from the demand under the terms and conditions of the Contract, vide \_\_\_\_\_ ‘s letter No. \_\_\_\_\_

(Name of the Department)

date \_\_\_\_\_ made between the Contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called “the said contract”)

for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and \_\_\_\_\_ Address) \_\_\_\_\_

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

2. We, \_\_\_\_\_, \_\_\_\_\_, do hereby

(Name of Bank)

(Name of Branch)

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

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

Board any money so demanded notwithstanding any dispute or disputes raised by the

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

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

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

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

5. We, \_\_\_\_\_further agree with the Board

(Name of Bank and Branch)

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

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

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

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

9. Notwithstanding anything contained herein :

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

(Rupees \_\_\_\_\_only);

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

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

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

For (Name of Bank)

(Name)

Signature

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

## **SECTION III**

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### SECTION -III

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**SECTION -III  
COCHIN PORT AUTHORITY**

**1. GENERAL DESCRIPTION OF WORK**

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## **SECTION -III COCHIN PORT AUTHORITY**

### **1. GENERAL DESCRIPTION OF WORK**

#### **1. General**

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

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

#### **1.1 Definitions**

“Contract” means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

“Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

“Employer / Client” means Cochin Port Authority, the Organization purchasing the Works and Services.

“Contractor” means the individual or firm supplying the Works and Services under this Contract.

“Engineer-in-Charge” means the nominee/representative of the Employer/Consultant authorized to give instruction to the Contractor during the various stages of execution of the Work.

#### **2. Scope of work**

2.1 This work essentially comprises of works of the following:

- (i) Dismantling & removing existing WC pans, urinals, wash basins and other sanitary fitting and replacing with new ones.
- (ii) Dismantling old vitrified floor & wall tiles and providing new floor & wall tiles
- (iii) Dismantling existing plumbing & sanitary lines and laying new lines
- (iv) Removing old doors and providing new FRP or Aluminium doors.
- (v) Performing waterproofing works.
- (vi) Repairing and resurfacing plasterwork.
- (vii) Painting

**3. Site conditions**

**a. Location**

The proposed sites for work is located at various offices/restrooms/wharves in Willingdon Island and the locations are mentioned in the Schedule of Quantities

**b. Reference Level**

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

The tenderers shall make their own arrangements for inspecting the area and satisfying themselves regarding the water depth available in this area. However, the sounding chart in the location of the berth is enclosed for reference.

**c. Tide and Flood Levels**

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

The various tidal levels in the area as per Naval Hydrographic Chart No.2004 are as indicated below for the general guidance to the tenderer.

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

**d. Current**

The maximum current expected in the inner harbour is about 0.5 metre/sec.

**e. Waves**

In the inner harbour area where generally calm conditions prevail throughout the year

**f. Wind**

Wind at Cochin is highly influenced by the land and sea breezes. Wind direction changes from north-east during morning hours to west during evening for the period of October to May. During peak of south-west monsoon, especially from June to September, predominant wind direction remains south-west both during morning and evening hours. Due to strong monsoon winds, effect of land winds is not dominant during south-west monsoon. During the non-monsoon periods, the predominant wind direction is from north east during the morning and west during the evening which shows influence of land breeze.

**g. Rainfall**

The climate is characterized by dry and wet seasons. The wet seasons starts in late May and ends in November. During this period, two monsoons pass by one after another. The major monsoon is south-west monsoon which lasts from June to September. This is followed by north-east monsoon during October and November. The average annual rainfall is about 3000mm; and the major portion is during south-west monsoon.

**h. Temperature**

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

**4. Time Schedule and monitoring of progress**

- a. Tenderer shall prepare and attach with the tender a detailed work schedule [preferably in MS Project / Primavera] indicating key activities and critical items showing critical path of activities for completing the work within the stipulated contract period. This time schedule forms the basis for monitoring the progress of work. Issue of working drawings by the department will be regulated as per the time schedule approved by the department.
- b. The contractor shall furnish to the Engineer-in-Charge monthly progress reports of the work during execution in the approved proforma indicating delay, if any, its reason and proposal to cover up the delay.

**5. Facilities to be provided by the Port**

**a. Contractor's work area:**

Work area as per availability near to the site will be made available to the contractor, free of rent.

**b. Power**

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

**6. Contractor's responsibility**

- a. All materials for use on the works shall be supplied and provided by the contractor at his own cost and shall conform to relevant BIS Specification unless otherwise specified.
- b. Samples of all materials including fixtures, if any, to be incorporated in the work shall be got approved by the Engineer-in-Charge before procurement.
- c. The contractor shall thoroughly study the specifications and drawings and errors/omissions/modifications, if any, shall be brought to the notice of the Engineer-in-Charge well in advance so that a final decision in the matter could be given in time.
- d. All labour, skilled or unskilled shall be provided by the contractor. Settling any

dispute with the labour will be contractor's responsibility.

- e. The contractor shall take all care to observe no / least disturbance to the functioning of the officers at the working places.
- f. The contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and these shall be made good or compensated at his risk & cost. The contractor shall ensure that valid Insurance Policy as per contract document is available at all times.
- g. The contractor shall take all care and precautionary measures for avoiding any kind of damage/accident in the work site on any account. The department shall not entertain any claim from the contractor whatsoever towards compensation for any damage/accidents at the site due to negligence from his part, during the execution of work.
- h. The contractor shall prior to commencement of the work insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising for which he is responsible under the terms of contract.
- i. The work shall be arranged by the contractor without causing any damage to Port's/ any other structures. Any damage caused by the contractor's operation shall be compensated/ made good at contractor's risk and cost to the satisfaction of the Engineer-in-Charge of the works, failing which department will do the rectification work and the cost incurred will be recovered from any sum due to him from the Port.
- j. All plants and equipments and consumables required for the whole work shall be provided by the contractor at his own cost.
- k. The contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer-in-Charge of the work and any construction so put up shall be removed by the contractor whenever the Engineer-in-Charge calls upon the contractor to do so.
- l. The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer-in-charge and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error shall appear or arrive in the position, levels, dimensions or alignment of any part of the works, the contractor on being required to do so by the Engineer-in-Charge shall, at his own cost, rectify such error to the satisfaction of the Engineer-in-Charge, unless such error is based on incorrect data supplied by the Engineer-in-Charge, in which case the expense of rectifying the same shall be borne by the department. The checking of any setting out or of any line or level by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, pegs, other things used in setting out the work and measurement purpose.
- m. Qualified Engineers with sufficient experience in works of similar nature as indicated in "Contract Data" shall be available at site throughout the contract period during working hours in order to receive instructions from department and to implement them properly and in time.
- n. The contractor shall take all care and precautionary measures for avoiding damage or accidents to the work from ship or other water crafts movements or other operations in the area. The department will not entertain any claim from the contractor whatsoever, towards compensation for any such damage or accident

occurring during the execution of the contract. The contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be done at the contractor's cost as directed by the Engineer-in-charge of the work. **The contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots etc. to the workmen at his own cost. It shall be the contractor's responsibility to ensure that the workmen make use of the personnel protection equipments during the execution of work**

- o. The work shall be arranged by the contractor without causing any hindrance to the ship and other water craft operating in the area. No damage shall be caused to the structures in the area, water crafts operating in the area or otherwise by the contractor's operations. Any damage or accident caused by the contractor's operations shall be compensated / made good at the contractor's risk and cost.
- p. No information or photograph concerning the works shall be published without the prior permission of the Superintending Engineer-I and drafts of all such proposal/ publication shall be submitted for approval.
- q. The information and data shown in the drawing and detailed elsewhere in the tender document are furnished for general information and guidance only and the Port Authority in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the tenderer.
- r. The contractor shall observe the conservancy rules relating to the Port and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work, as are required by the Engineer-in-Charge. Under no circumstances, inflammable materials are allowed to spill into Port waters.
- s. The Cochin Port is an International Ship & Port Facility Security (ISPS) code compliant Port and the contractor is obliged to comply with the provisions of the code in force and as amended from time to time.
- t. The contractor shall provide necessary arrangements as desired by the Engineer-in-Charge for inspection of work without any extra cost from commencement till completion of work.
- u. The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- v. All fossils, coins, articles of value or antiques and structures and other remains or things of geological or archaeological interest discovered in the site of work shall be deemed to be the absolute property of the Port Authority and the contractor shall take responsible precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the departmental officers of such recovery and carry out at the expense of the department, the Engineer-in-Charge's orders as to the disposal of the same.
- w. The contractor shall remove any plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of work or otherwise deal with the same as directed by the Engineer-in-Charge and until the same is raised and removed, the contractor shall set on such buoys and display at night such lights for avoiding any mishaps.
- x. ***Water required for the construction works including curing work shall be arranged by the contractor at his own cost.*** The contractor shall take all precautions for not to damage any cables/pipes etc. passing through the area of work. Damages, if any, caused to electrical cables/ water lines/ telephone lines

shall be rectified by the Contractor at his cost and risk.

- y. While carrying out hot works such as welding, cutting, chipping the concrete etc. at W/Island, the following conditions shall be strictly observed by the contractor:
  - (i) Hot work shall be carried out with the approval of the Dy. Conservator's department and the work shall be done as per the instruction of the fire service personnel.
  - (ii) Welding /gas cutting work shall be carried out only with the prior permission of the Marine Dept. and only when vessel carrying inflammable materials is not berthed at the existing berths near to it.
  - (iii) Suitable spark arresters shall be provided on the exhaust of the engine connected to the pile driving mechanism.
  - (iv) Chipping and drilling the RCC etc. when vessel carrying inflammable material is at berth shall be done with soft metal tools only and under the directions of the Fire Personnel.
- z. The contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer-in-Charge before the site is returned to the Port Authority. All such materials including debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer-in-Charge or be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the Port Authority immediately after completion of the work. In case, any such material is found left in the work site or anywhere in the Port area, rent for the storage space occupied by the contractor, either for stacking the materials /debris or for areas used for such purpose but not cleared thereafter, will be recovered as per the prevailing Scale of Rate of Cochin Port Authority, for the rent applicable for open storage space for commercial purpose, for the period for which the area had been occupied by the contractor. In addition to the above, in case the Port requires the area immediately for its use, Port will repossess the land after restoring it to its original condition, material will be confiscated and disposed off at the risk and cost of the contractor, after issuing two notices giving 15 days' time each for removing the material. All expenses incurred on this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the contractor by appropriate means.
- aa. **The contractor shall extend all facilitations and cooperation for other contractors for simultaneous execution of other works in the area entrusted by Cochin Port Authority.**
- bb. The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time."
- cc. 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.

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

## **7. Workmanship**

- a. All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified.
- b. The whole work shall be completed in a diligent manner within the contract period and defect or imperfection if any, observed during the defect liability period/ guarantee period, shall be rectified at contractor's cost to the full satisfaction of the Engineer-in-Charge within the time allowed.
- c. **The work shall be arranged in the order of preference if so directed by the Engineer-in-Charge of work. In addition to above, contractor shall submit a Quality Assurance Plan (QAP) for the entire works under this contract and it shall be approved by the Engineer-in-Charge before commencing the work and shall be ensured strict compliance of the same. The QAP shall contain the details of tests to be conducted for each material to be used in the work and work.**

## **8. Temporary works**

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

## **9. Time For Completion**

- a. The time allowed for the renovation is Four months, The time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the contractor. The work shall throughout the time

period be proceeded with diligence, time being deemed to be the essence of the contract.

- b. The completion of work may entail working in monsoon period/rainy season without any extra cost. The contractor shall take such an eventuality into consideration while quoting for the work. Normally, no extension of time will be admissible for work in monsoon.
- c. The whole work shall be completed in the stipulated time, accordance with the provisions under Memorandum included under “Form of Tender” or such extended time as may be allowed under clause 29 of Conditions of Contract included in the GCC.

#### **10. Working time**

The normal working time of the Port Authority is from 8 a.m. to 4.00 p.m. on all working days. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer-in-Charge for the same. Necessary supervision will be arranged by the department and the expenditure to be incurred in this connection will be borne by the department.

#### **11. Method of Execution**

The contractor shall clearly indicate in their tender as per *Annexure-6*, the method proposed by them for executing the various items of works. During the actual execution of the works if modifications or changes in the method of execution of work are found necessary the contractor shall obtain approval from the Engineer-in-charge of work for such modifications or changes in the method. No claim from the contractor for additional payment shall be entertained by the department on the above account.

The detailed list of equipment/machineries/tools & plants proposed to be mobilized for the deployment in the work as furnished as per *Annexure-7* of **Section- I** and method of execution furnished under clause above, are considered only for the technical appreciation of the proposal of the contractors and it shall not relieve the contractor of his responsibility of executing the work with the quality specified in the tender and any discrepancy occurs, the construction procedures detailed/specified in the tender will prevail. In case, any additional equipment are required to be mobilized than those listed in the tender for deployment in the work, it shall be arranged and the work executed as per the tender specifications without any extra cost to the Department

#### **12. Alterations and Additions**

The Employer shall have power and authority from time to time and at all times to make amendments or additions or alternations or changes in the scope of the work, and specifications, drawings and bill of quantities and give such further instructions and directions as may appear to the Employer necessary and proper for the guidance of the Contractor and the good and efficient execution of the works and the contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof as if the same had been mentioned or referred to in the scope of the work, specifications, Bill of Quantities and Schedules and drawings. The Employer may also vary or alter the lines, levels or positions of any of the works contemplated or may order any

of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed to be removed, changed or altered, if required, and may order that other work shall be substituted in lieu thereof and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the Contract Price based on rates available in the contract or where the rates are not specified a suitable rate backed up by rate analysis shall be submitted by the contractor and agreed upon between the contractor and the Employer. In the event of disagreement, the Employer shall fix such rates or prices as shall in their opinion, be reasonable and proper having regard to the circumstances. The contractor shall give to the Employer before the tenth day of every month, a statement in writing of any extra work which he may have performed during the preceding month, failing which any claim for which he may afterwards make for payment on account of any such extra work will not be allowed.

## **COCHIN PORT AUTHORITY**

### **2. SPECIAL CONDITIONS OF CONTRACT**

#### **1. GENERAL**

- 1.1 Special Conditions shall be read in conjunction with the General Conditions of Contract, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the subdivision of the documents into separate section and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy of variations, prevail.

#### **2. RATES FOR VARIOUS ITEMS**

- 2.1 The rates percentage /lump sum amount as applicable shall except in so far as the contract otherwise provides, cover all obligations of the contractor under this contract and all matters and things necessary for the proper completion and maintenance of the works. The rates/percentage lump sum amount quoted for each item shall be all inclusive value of the finished work as per drawings and specifications and shall cover the cost of all constructional plants, temporary works, appliances, materials, both for the works and temporary works, labour and all other matter in connection with each item quoted for.
- 2.2 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Schedule of Quantities.
- 2.3 The contractor's rates and prices shall include all taxes, duties and fees including Port charges like wharfage, Port dues, berth hire, pilotage etc. if any applicable, all charges and taxes whatsoever excluding Goods and Service Tax (GST) in respect of materials, labour and plant and all other things obtained or used by the contractor for the execution and maintenance of the works or any temporary works and also considering the base rates indicated in Sl. No.31 of Contract Data.

#### **3. WORKS EXECUTED THROUGH SUBLETTING**

- 3.1 The contractor may sublet any portion of the contract, as per clause 8 of Conditions of Contract of GCC.
- 3.2 Notwithstanding any subletting with such approval as required under above and notwithstanding that the Engineer-in-Charge 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.

- 3.3 If any sub-contractor engaged upon the works at the site executes, any work which, in the opinion of the Engineer-in-Charge, 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 department shall have right to remove such sub contractors from site. No action taken by the department 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.

#### **4. MEASUREMENTS OF WORK DONE**

- 4.1 In addition to the Clause-26 of GCC- 'Computerized Measurement Book', measurement of the work can also be done as detailed below
- 4.2 Executive Engineer (hereinafter called the Engineer's Nominee) shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the Contract of work done.
- 4.3 All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the Contract.
- 4.4 All measurements and levels shall be taken jointly by the Engineer's Nominee or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer's Nominee and the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- 4.5 Department shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer's Nominee or his representative shall be deemed to be accepted by the Contractor.
- 4.6 The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- 4.7 Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

- 4.8 The Contractor shall give not less than seven days' notice to the Engineer's Nominee or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer's Nominee or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's Nominee's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- 4.9 Engineer's Nominee or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- 4.10 It is also a term of this Contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

**5. BASIC RATES AND ADJUSTMENT FOR SUBSEQUENT PRICE VARIATION**

- 5.1 Price adjustment is not applicable

**6. LIQUIDATED DAMAGES**

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

**7. ADVANCE**

No Mobilization Advance, Secured Advance and Construction/Installation equipment Advance will be given.

**8. CARE OF WORKS**

From the commencement to the completion of the work the contractor shall take full responsibility for the care of the work and his employees in connection with the work thereof and in case any damage, loss or injury shall happen to the works or any part thereof or to any temporary work from any cause whatsoever (save and except the excepted risks as defined in clause 5 given below shall at his own cost repair and make good the same so that the work shall be completed in good order and in conformity in every respect with requirement of the contract. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall if and to the extent required by the Engineer-in-Charge, make

good the same as aforesaid and it will be to the account of the Board.

## **9. EXCEPTED RISKS**

The 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 Board 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).

## **10. INSURANCE OF WORKS**

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

- a) The insurance cover for the Works for the time being executed to the estimated current contract value thereof plus 10(ten) percent thereon to allow any additional costs and professional fees resulting from the loss or damage.
- b) The constructional plant and other things brought on to the site by the Contractor to the replacement value of such constructional plant and other things.

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

## **11. PAYMENTS OF SALARY / WAGES AND OTHER BENEFITS etc. TO CONTRACT / CASUAL WORKERS**

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

11.2 **All the payments to the contractors would be released only on submission of undertaking to comply with the clause 10.1 above.**

## **12. MODIFICATIONS TO GCC**

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

### **1. DEFINITIONS**

Following Definitions stands replaced as:

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

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

### **21. POSSESSION OF THE SITE**

Clause 21.1 of GCC stand replaced as:

The Employer shall give possession of sites by the dates mentioned in Contract Data. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the

relevant activities and this will be a Compensation Event unless it is due to the default of the Contractor.

## **25. SETTLEMENT OF DISPUTES AND ARBITRATION**

Clauses 25 of GCC stands replaced as:

The seat & venue of the arbitration shall be at Cochin. Only comes in Cochin will have Jurisdiction.

### **25.1 General**

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

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

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

- a) The Dispute value upto Rs. 1crore shall not be referred for adjudication through arbitration and.
- b) If the value of the dispute is exceeding Rs.1 crore and upto Rs.5 crores ,the Dispute shall be resolved through arbitration as follows;
  - i. The Parties together shall appoint a Sole Arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the Parties to the Agreement subject to as amended from time to time or any statutory re-enactment

thereof for the time being in force. The Arbitrator may, with the consent of the Parties extend the time, from time to time, to make and publish award as the case may be.

- (ii) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
  - c) In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port Authority inter se or CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011- DPE (PMA) – GL dtd. 12.06.2013 or any statutory amendment thereof.
- 25.2.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.
- 25.2.2 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 25.2.3 It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.
- 25.2.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 25.2.5 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 25.2.6 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

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

## **26. COMPUTERIZED MEASUREMENT BOOK**

5<sup>th</sup> para stands replaced as follows:

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

## **40. PAYMENTS FOR VARIATIONS**

Clauses 40.2 and 40.3 shall be replaced as follow:

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

- i) Rates and prices derived from the rate of similar items in Contract.
- ii) Rates and prices in the Schedule of Rates applicable to the Contract plus Ruling percentage.
- iii) Market rates of materials and labour, hire charges of plant and machinery used, plus **15%** for overheads and profits of Contractor.

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

- i) Rates and prices in the Schedule of Rates applicable to the Contract plus Ruling percentage.
- ii) Market rates of materials and labour, hire charges of plant and machinery used plus **15%** for overheads and profits of Contractor.

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

## **43. PAYMENTS**

Clause 43.2 stands replaced as follows:

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

- 43.2.1 Any Interim/Final bill which is **incomplete in any respect** shall be returned to the Contractor within 4 days of date of submission of bill to the Engineer or his Nominee.
- 43.2.2 Interim bills shall be paid within 21 days of date of submission of bills in full shape, by the Contractor, as detailed below:
  - 43.2.2.1 Clarifications/corrections if any required on an Interim bill submitted, shall be sought from the Contractor within 4 days of submission of the bill and also, all such clarifications/corrections required shall be sought at one go except in exceptional circumstances. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within 4 days thereafter. The clarified / corrected bill shall be verified and forwarded to Finance Department within the next 4 days. Clarifications if any required by the Finance Department shall be sought within 3 days and the Engineer/Nominee shall clear it on top priority within the next 3 days and, finally, the bill shall be paid to the Contractor within 3 days thereafter, i.e., within a total 21 days of date of submission of bills in full shape, as indicated above.
  - 43.2.2.2 However, on request by the Contractor, 75% of the bill amount shall be paid within 7 days of submission of the bill. Balance amount of the verified bill shall be paid within 21 days of the submission of the bill, on completion of all contractual requirements as brought out at sub clause 43.2.3. below.
- 43.2.3 Final bill shall be paid within 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as detailed below:
  - 43.2.3.1 The Contractor shall submit the Final bill to the Engineer / Nominee within 20 days of issue of Taking Over Certificate by the Engineer / Nominee. The bill shall be checked and all clarifications/corrections required on the bill submitted, shall be sought from the Contractor within 15 days thereafter. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within the next 10 days. The clarified / corrected bill shall be verified and

forwarded to Finance Department within the next 15 days. Thereafter, clarifications if any required by the Finance Department shall be sought within 10 days and the Engineer/Nominee shall clear it on top priority within the next 10 days and, finally, the bill shall be paid to the Contractor within 10 days thereafter, i.e., within a total 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as indicated above.

43.2.3.2 However, on request by the Contractor, 50 % of the final bill amount shall be paid within 7 days of submission of the bill, which will be adjusted against the final bill payment, on completion of all contractual requirements as brought out at sub clause 43.2.6. above.

(b)All other sub clauses under Clause 43 remain the same.

#### **44. COMPENSATION EVENTS**

**44.1 (c) to (e) - Deleted.**

All other clauses under clause 44 remains the same.

#### **45. RATES FOR ITEMS TO BE INCLUSIVE OF TAXES**

**Clause 45 stands replaced as follows:**

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

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

#### **47. PRICE ADJUSTMENTS**

**Deleted**

#### **55. COMPLETION**

(a) Clause 55.4 shall be added as follows:

**55.4**The Completion Report / Certificate to the Contractor will be issued

only after obtaining 'No Claim Certificate' from the Contractor in the format approved by the department stating that they have no further claims against CoPA in respect of the Work.

(b) All other sub clauses under Clause 55 remain the same.

## **82. TAXES AND DUTIES**

### **80.1 -Deleted**

### **80.2 -Deleted**

### **80.3 -Income Tax**

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

### **80.4 GST -TDS Under GST Law Shall Be Deducted As Per Prevailing Rate.**

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

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

(d) Maternity Benefit Act 1961 or Maternity Benefit Amendment Act 2017:- The Acts provide for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.

(l) ESI Act, 1948:-

(i) As per the Govt. Notification dt. 20.7.09, Cochin Port Authority has registered under the ESI Act with ESI Corporation and provision of ESI Act, 1948 are applicable to contract/casual employees drawing wages/Salary upto **Rs.20,000/-** per month and working in Cochin Port Authority. Workers covered under ESI Act, are entitled for full medical care for self and family, besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto **Rs.20,000/-** per month employed either directly by Port Authority or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the Employer to calculate and remit ESI contribution comprising of Employers' share of 4.75% plus Employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.

**SIGNATURE OF TENDERER**

## **SECTION IV**

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## **SECTION -IV**

### **COCHIN PORT AUTHORITY**

#### **1. TECHNICAL SPECIFICATIONS**

##### **1.1. DETAILED SPECIFICATIONS FOR MATERIALS TO BE USED FOR WORKS**

###### **1.1.1. GENERAL**

- 1.1.1.1. Except where otherwise specified or authorized by the Engineer-in-Charge, materials supplied by the contractor shall conform to the latest edition of code of practices published by the Bureau of Indian Standard. Samples of materials to be supplied by the contractor shall be shown to the Engineer-in-Charge sufficiently in advance for approval of its quality for use on the work.
- 1.1.1.2. All the materials to be used on the works shall have BIS certification mark if so available, unless otherwise specified elsewhere or shall be of approved brand with equivalent material as approved by the Engineer-in-Charge
- 1.1.1.3. All materials supplied shall be stored appropriately to prevent deterioration/ damage from any cause what so ever and to the entire satisfaction of the Engineer-in Charge.
- 1.1.1.4. The materials required for the work shall be brought to the site and stacked at places shown by the Engineer-in-Charge and the same shall be got approved for use in work sufficiently in advance so that the progress of the work is not affected by the supply of materials.
- 1.1.1.5. Tolls are payable by the contractor as per rules for vehicles using the Port's road for supplying the materials.

###### **1.1.2. AGGREGATES FOR CONCRETE**

- 1.1.2.1. Aggregates (fine and coarse) for concrete shall comply with the requirements of IS: 383 – ‘Specifications for coarse and fine aggregate from natural sources for concrete’. Aggregate shall be obtained from sources approved by the

Engineer-in-Charge. Aggregates, which are not perfectly clean, shall be washed in clean water to the entire satisfaction of the Engineer-in-Charge.

- 1.1.2.2. The fine aggregate shall be clean, hard, durable, uncoated, dry and free from injurious, soft or flaky pieces and organic or other deleterious substances.
- 1.1.2.3. Each type of aggregate shall be stored separately for the approval of Engineer-in-Charge. Wet aggregate delivered at the site shall be kept in storage for at least 24 hours to ensure adequate drainage before being used for concreting.
- 1.1.2.4. Contractor shall maintain at site at all times such quantities of each type of aggregate as are considered by the Engineer-in-Charge to be sufficient to ensure continuity of work.

### **1.1.3. CEMENT**

- 1.1.3.1. Quality of cement used for the work shall be 43 grade or 53 grade ordinary Portland cement conforming to IS:12269 or Pozzolona cement conforming to I.S. 1489 unless otherwise approved by the Engineer-in-Charge.
- 1.1.3.2. The cement required for the work will have to be procured by the contractor and shall comply with the relevant IS. As far as possible, the cement required for the work will have to be procured from the government agencies. The cement shall, if required by the Superintending Engineer-I / Engineer-in-Charge, be tested and analyzed by an independent analyst at the Contractor's cost and result produced to the Engineer-in-Charge.
- 1.1.3.3. Supply of cement shall be taken in 50kg bags bearing manufacture's name and BIS marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case, test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- 1.1.3.4. A cement godown of adequate capacity as directed by the Engineer-in-Charge shall be constructed by the contractors at the site of the work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The key of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of the other lock shall

remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge.

- 1.1.3.5. The cement brought to the site and cement remaining unused after completion of work shall not be removed from the site without written permission from /of the Engineer-in-Charge.
- 1.1.3.6. The cement shall be stored in a weather proof building with facilities for inspection.
- 1.1.3.7. The contractor shall maintain a cement register showing dates of receipt and issue, quantities used daily and balance which shall be accessible to the Engineer-in-Charge.
- 1.1.3.8. For cement stored in silo, clauses 1.1.3.3 and 1.1.3.4 are not applicable.

#### **1.1.4. WATER**

- 1.1.4.1. Clean fresh water free from oils, acids, alkalies, salt, sugar, organic materials or other harmful materials shall be used for washing aggregates, mixing and curing of concrete. The water used shall comply with clause 5.4 of IS:456-2000. Potable water is generally considered good for mixing concrete.
- 1.1.4.2. **Cochin Port Authority will not provide/supply water for the work.** Water has to be arranged by the contractor himself for the construction works including curing work at his own risk and cost.
- 1.1.4.3. Samples of water arranged by the contractor shall be taken by the Engineer in Charge and got tested in accordance with the provisions of relevant BIS codes. In case test results indicate that the water arranged by the contractor does not conform to the relevant BIS codes, the same shall not be used for any works. The cost of tests shall be borne by the contractor.

#### **1.1.5. ADMIXTURES IN CONCRETE**

- 1.1.5.1. Admixture in concrete will be allowed only with prior approval of the Engineer-in-Charge. The contractor shall produce test certificates from recognized laboratories before use, if so desired by the Engineer-in-Charge.

#### **1.1.6. FINE AGGREGATE FOR MAKING MORTAR FOR MASONRY WORK / PLASTERING WORK**

1.1.6.1. Fine Aggregate used for masonry mortar shall conform to IS:2116. Sand used for plastering shall conform to IS:1542-1992.

#### **1.1.7. 6mm SIZE AGGREGATE**

1.1.7.1. 6mm size graded aggregate conforming to IS 383-2016 shall be used. Aggregates which are not perfectly clean shall be washed in clean water to the entire satisfaction of the Engineer-in-Charge.

#### **1.1.8. STRUCTURAL STEEL**

1.1.8.1. The mild steel flats / plates/ angles/ channels/ I-sections used for the work shall conform to IS:2062. The material shall be free from visible as well as hidden defects such as pitting cracks, laminations, twists etc. and excessive rusting.

1.1.8.2. It is not necessary for the Contractor to obtain separate approval in case mild steel plate is purchased from Steel Authority of India Ltd or TATA Iron & Steel or Jindal Steel & Power Ltd. (JSPL) In case of purchase from Tata Iron & Steel & JSPL, valid license certificate from BIS shall be produced. For purchase from other sources, the contractor shall apply sufficiently in advance and obtain written permission of the Engineer-in-Charge for making purchase from such sources.

#### **1.1.9. CERAMIC TILES FOR FLOORING & WALL TILES**

1.1.9.1. Ceramic tiles shall be of approved make, premium quality, Johnson/ Khajaria/ Asian make or its equivalent and of approved colour and shade. The tiles shall generally conform to IS 15622 and shall be conforming to Group B II. The abrasion resistance of the tiles shall be of Class IV and above. They shall be flat, true to shape and free from cracks, crazing spots, clipped edged and corners. The flooring tiles shall be of antiskid type tiles and shall be of 300mm x 300mm size or nearest available higher size and thickness as specified by the manufacturer. The wall tiles shall be of 300mm x 200mm size or nearest available higher size. It shall have thickness not less than 6mm

1.1.9.2. The top surface of the tiles shall be as specified in the Schedule of Quantities and as approved by the Engineer-in-Charge. The underside of the tiles shall be completely free from glazing in order to adhere properly to the base.

1.1.9.3. Tests like water absorption, abrasion resistance, impact strength and crazing has

to be carried out for the tiles and certificates shall be produced. The cost towards these tests has to be borne by the Contractor.

#### **1.1.10. VITRIFIED TILE**

1.1.10.1. The tiles shall be of approved premium quality, Johnson or Khajaria or Asian or Somany or Orient Bell make or equivalent and of approved colour and shade. The tiles shall generally conform to IS 15622. They shall be flat, and true to shape and free from blisters crazing, chips, welts, crawling or other imperfections detracting from their appearance. The tiles shall be nominal size of 100cm x 100cm and of minimum thickness 9mm and as directed and approved by the Employer. **The size, colour and shade shall be got approved from the Engineer-in-Charge before purchasing. The minimum rate of the tile to be used for the work is specified in the Schedule of Quantities. The contractor shall produce invoice for verifying the rate.**

1.1.10.2 The tiles shall be sound, true to shape, flat and free from flaws and other manufacturing defects affecting their utility.

1.1.10.3 The top surface shall be free from welts, chips, craze, specks, crawling or other imperfections detracting from the appearance when viewed from a distance of one meter. The top surface shall be either polished or matt as specified.

1.1.10.4 Minimum 95% of tiles shall be free from visible defects that would impair the appearance of a major area of tiles.

1.1.10.5 The tiles shall conform to IS 15622 for dimensional tolerance, physical and chemical properties. Half tiles for use as full tiles shall have dimensions which shall be such as to make the half tiles when jointed together (with joints matching the pattern of floor tiles) match with dimensions of full tiles.

#### **1.1.11. EPOXY GROUT**

1.1.11.1 Grout is the material that is used to fill the space between adjacent tiles and support the joints.

1.1.11.2 The Epoxy grout consists of mix of 0.70 kg of organic coated filler of desired shade and mixing of 0.10kg of hardener and 0.20 kg of resin per kg.. They have very low water absorption, higher compressive strength and are resistant to staining and easy to maintain. Epoxy grout is a waterless mix formed by mixing

base material (part A) and a hardener (part B). These components are mixed at site just prior to grouting.

1.1.11.3 Generally, epoxy grouts require no additional sealer to protect the surface.

#### **1.1.12. GLASS**

The glass to be used on the work shall be of good quality of make Saint Gobain or Modigliani or equivalent conforming to IS:2835 and free from defects scratches etc. The thickness of glass shall be as specified in the Schedule of quantities.

#### **1.1.13. MARBLE SLAB**

Marble slabs shall be of White Agaria Marble Stone, best quality with table rubbed, edges rounded and pre-polished and generally conform to relevant BIS specification of size 75x50 cm deep and 1.8 cm thick, fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6mm nominal size) as per direction of Engineer-in-charge and finished smooth. **The colour, shade and sample of Marble slab shall be got approved from the Engineer-in- Charge before purchasing and use on the work.** The slabs shall be machine cut to the requisite dimension. The size of slab shall be such that minimum joints shall be provided in longitudinal and transverse directions. **The minimum rate of the marble to be used for the work is specified in the Schedule of Quantities. The Contractor shall produce invoice for verifying the rate.**

#### **1.1.14. EXTERIOR/INTERIOR ACRYLIC EMULSION PAINT**

1.1.14.1. The weatherproof exterior acrylic emulsion paint and interior acrylic emulsion paint must be of approved premium quality and from a recognized manufacturer. The coverage of both paints shall adhere to the specifications provided by the manufacturer. The colour and shade of the paints shall be determined as per the directives of the Engineer-in-Charge.

1.1.14.2. The application of wall paint shall consist of two coats of premium quality interior-grade acrylic emulsion paint, which contains a volatile organic compound (VOC) content of less than 50 grams per litre from an approved brand and manufacturer. Additional coats shall be applied as necessary to achieve a uniform shade and colour.

1.1.14.3. The finishing of walls shall be executed with two or more coats of 100% premium acrylic emulsion paint that complies with a VOC content of less than 50 grams per litre. This paint shall possess ultraviolet (UV) resistance as per IS 15489:2004, as well as resistance to alkali, fungi, and dirt. The exterior paint shall be of the required shade and shall include silicone additives. The application shall be conducted over and including a priming coat of approved exterior primer.

#### **1.1.15. SYNTHETIC ENAMEL PAINT**

1.1.15.1. Synthetic Enamel paint conforming to IS 2932 of approved good quality of Asian or Nicholson or ICI Dulux or equivalent shall be used. The shade of under coat shall be match with the top coat as recommended by the manufacturer

#### **1.1.16. FIBRE GLASS REINFORCED PLASTIC DOOR FRAMES**

1.1.16.1. The FRP door frames shall be of cross-section 90mm x 45mm having single rebate of 32mm x 15mm to receive shutter of 30mm thickness .The laminate shall be moulded with fire resistant grade unsaturated polyester resin and chopped mat . Door frame laminate shall be 2 mm thick and shall be filled with suitable wooden block in all the three legs. The frame shall be covered with fiber glass from all sides. Stainless steel stay shall be provided at the bottom to steady the frame.

1.1.16.2. FRP door shall be manufactured as per specifications laid down in IS:14856, nomenclature of items & direction of Engineer-in-Charge.

1.1.16.3. Tolerance of size of frame to be + 2 mm and on size of rebate to be + 1 mm.The surface of the moulded frame shall be free from any visible defects such as small pores, crazing, blistering, wrinkling, impurities, defective impregnation, colour blots and aggregate defects, as mentioned in IS 14856. Scattered pin holes duly repaired and finished by applying resin and not noticeable shall be acceptable. Frame laminate shall be flat and shall have smooth and level surface. Laminate shall be finished in colour& shade as approved by Engineer- in-Charge.

### **1.1.17. FIBRE GLASS REINFORCED PLASTIC (FRP) SHUTTERS**

1.1.17.1. FRP Shutters shall be of factory made conforming to the specifications as per IS:14856 and nomenclature of item & direction of Engineer-in-Charge.

1.1.17.2. The shutter has to be 30 mm thick Glass Fibre Reinforced Plastic (FRP) panelled door shutter of required colour and approved brand and manufacture, made with fire - retardant grade unsaturated polyester resin, moulded to 3 mm thick FRP laminate for forming hollow rails and styles, with wooden frame and suitable blocks of seasoned wood inside at required places for fixing of fittings, cast monolithically with 5 mm thick FRP laminate for panels conforming to IS: 14856, including fixing to frames.

### **1.1.18. ALUMINIUM DOORS, WINDOWS, VENTILATORS, PARTITIONS ETC**

1.1.18.1. Aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. For fixed portion- Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15) shall be used.

1.1.18.2. Glazing in aluminium door, window, ventilator shutters and partitions etc. shall be done with float glass panes of 4.0 mm thickness with EPDM rubber / neoprene gasket etc. as per the architectural drawings and the directions of Engineer-in-charge..

### **1.1.19. SANITARY INSTALLATIONS**

1.1.19.1. Supply and fitting of Sanitary fittings like European Water Closet, Wash Basins, Urinals, Spouts, Shower rose, brass angle valve, Health faucet, towel rails, soap Dish Holder, Mirrors, Gratings, Push Cocks etc. of approved make Cera, Hindware or

equivalent as per Schedule of Quantities and as per directions of Engineer in charge.  
**The minimum rate of the Wash Basin, Water closet and Urinal to be used for the work is specified in the Schedule of Quantities. The contractor shall produce invoice for verifying the rate.**

#### **1.1.20. MATERIALS NOT SPECIFIED**

1.1.20.1. All materials not herein detailed and fully specified but which may be required for use on works, shall be subjected to the approval of the Engineer-in-Charge without which they shall not be used anywhere in the permanent works

#### **1.1.21. SAMPLING AND TESTING OF MATERIALS**

1.1.21.1. Sampling and testing of the material supplied by the contractor for use on the work shall be done as per the provisions of the relevant BIS codes/specifications. In the absence of BIS specification in a particular case, the sampling and testing shall be done as directed by the Engineer-in-Charge as sound engineering practice. Material conforming to the specifications and approved by the Engineer-in-Charge shall only be used by the contractor.

1.1.21.2. All the sampling and testing shall be done at the contractor's cost.

### **1.2. DETAILED SPECIFICATIONS OF ITEMS FOR WORKS**

#### **1.2.1. GENERAL**

1.2.1.1. Except where otherwise specified or authorised by the Engineer-in-Charge all items of works executed by the Contractor must conform to the latest edition of the Bureau of Indian Standard (BIS) Specifications, I.R.C., MORT&H's specifications and Code of practices published by BIS. Where no such specifications or code of adoption. The tenderer while indicating such specifications shall practice exists the latest BIS codes of practice shall also be considered for enclose the full set of the publication so referred and not in extracts. Photostat / Xerox copies in duplicate shall be forwarded which shall not be returned to the Contractor. In absence of any specification the department reserves the right to adopt trade specifications and /or sound engineering practices for the specialised work as may be decided by the Engineer-in-Charge which shall be final, conclusive and binding on the contractor.

## **1.2.2. DISMANTLING AND DEMOLISHING**

- 1.2.2.1. During demolition or dismantling, every precaution shall be taken by the contractor to prevent damage to any part of the structure and also to any adjacent structures which are to be left intact. Any damage caused to the structures, due to the carelessness and negligence of the contractor shall be made good by him at his own expense. Care must be taken by the contractor in such a way that debris shall not fall into water and if falls to be removed immediately.
- 1.2.2.2. All materials obtained from dismantling or demolition shall be the property of the CoPA unless otherwise specified and shall be kept in safe custody until they are handed over to the Engineer-in-Charge.
- 1.2.2.3. The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be got approved from the Engineer-in-Charge before starting the work. Due care shall be taken to maintain the safety measures prescribed in IS 4130 and construction and demolition waste management rules 2016 shall be followed.
- 1.2.2.4. Necessary propping, shoring and or under pinning shall be provided to ensure the safety of the adjoining work or property before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Wherever specified, temporary enclosures or partitions and necessary scaffolding with suitable double scaffolding and proper cloth covering shall also be provided, as directed by the Engineer-in-Charge. It shall be ensured that no dust is generated while demolishing. Barricading shall be provided wherever required.
- 1.2.2.5. Necessary steps shall be taken to keep noise and dust nuisance to the minimum. All work needs to be done under the direction of Engineer-in-Charge. Helmets, goggle, safety belts etc., should be used whenever required and as directed by the Engineer-in-Charge. The demolition work shall be proceeded with in such a way that it causes the least damage and nuisance to the adjoining building and the public. Dismantling shall be done in a

systematic manner. All materials which are likely to be damaged by dropping from a height or by demolishing roofs, masonry etc. shall be carefully removed first. Chisels and cutters may be used carefully as directed. The dismantled articles shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly stacked as directed by the Engineer-in-Charge.

- 1.2.2.6. Any serviceable material, obtained during dismantling or demolition, shall be separated out and stacked properly as directed by the Engineer-in-Charge within a lead of 50 meters. All unserviceable materials, rubbish etc. shall be disposed off at authorized locations as directed by the Engineer-in-Charge.
- 1.2.2.7. Where existing fixing is done by nails, screws, bolts, rivets, etc., dismantling shall be done by taking out the fixing with proper tools and not by tearing or ripping off.
- 1.2.2.8. Appropriate screens shall be placed where necessary to prevent injuries due to falling pieces. Water spray shall be used to reduce dust while tearing down plaster from brick work. Safety belts shall be used by labourers while working at higher level to prevent falling from the structure. Wherever, possible mechanized working platform shall be used. First-aid equipment shall be made available at all demolition works of any magnitude.
- 1.2.2.9. The contractor shall maintain/disconnect existing services, whether temporary or permanent, wherever required by the Engineer-in-Charge.

### **1.2.3. REPAIRS TO BUILDING**

#### **1.2.3.1. Repair to Plaster (12mm to 20mm Thickness)**

- (i) The work includes cutting the patch and preparing the wall surface. Scaffolding as required for the proper execution of the work shall be erected. If work can be done safely with the ladder or jhoola these will be permitted in place of scaffolding.
- (ii) The mortar of the patch, where the existing plaster has cracked, crumbled or sounds hollow when gently tapped on the surface, shall be removed. The patch shall be cut out to a square or rectangular shape at position marked on the wall as directed by the Engineer-in-Charge or his authorized representative. The edges shall be slightly under cut to provide a neat joint.

- (iii) The masonry joints which become exposed after removal of old plaster shall be raked out to a minimum depth of 10 mm in the case of brick work and 20 mm in the case of stone work. The raking shall be carried out uniformly with a raking tool and not with a basuli, and loose mortar dusted off. The surface shall then be thoroughly washed with water, and kept wet till plastering is commenced. In case of concrete surfaces, the same shall be thoroughly scrubbed with wire brushes after the plaster had been cut out and pock marked with a pointed tool, at spacings of not more than 5 cm. Centres, the pock being made not less than 3 mm deep. This is to ensure a proper key for the plaster. The surface shall be washed and cleaned and kept wet till plastering is commenced. When plastering or pointing is not required to be done, the joints shall be struck flush and finished at the time of laying
- (iv) Mortar of specified mix with the specified sand shall be used. The surface shall be finished even and flush and matching with the old surrounding plaster. All roundings necessary at junctions of walls, ceilings etc. shall be carried out in a tidy manner.
- (v) All dismantled mortar & rubbish etc. shall be disposed off within 24 hours from its dismantling promptly as directed by the Engineer-in-Charge.
- (vi) Doors, windows, floors, articles of furniture etc. and such other parts of the building shall be protected from being splashed upon. Splashing and droppings, if any, shall be removed by the contractor at his own cost and the surface cleaned. Damages, if any, to furniture or fittings and fixtures shall be recoverable from the contractor.
- (vii) Curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered. The plaster shall be kept wet for a period of at least 7 days.

#### **1.2.4. PLAIN CEMENT CONCRETE**

##### **1.2.4.1. General**

**1.2.4.2. The concrete used for all works, concreting procedure etc. shall be in accordance with IS:456-2000.**

##### **1.2.4.3. Concrete Mix**

Mix used for P.C.C. shall be of M20 grade unless otherwise specified. Design mix shall be used for M20 and higher grade of concrete unless otherwise specified in the schedule.

**1.2.4.4. Nominal Mix**

For nominal mix concrete, proportion of fine aggregate to coarse aggregate shall be 1:2 by mass. The minimum cement content per cubic meter of nominal mix concrete shall be as per table 5 of IS: 456-2000.

**1.2.4.5. Design Mix**

1.2.4.5.1. For design mix concrete of following grades of concrete the minimum cement content per cubic metre and maximum water cement ratio are as given below.

| Sl. No | Grade of Concrete | Minimum cement content | Maximum free Water cement |
|--------|-------------------|------------------------|---------------------------|
| 1.     | M25               | 300                    | 0.50                      |
| 2.     | M20               | 300                    | 0.55                      |

1.2.4.5.2. For design mix concrete, the contractor shall make calculations jointly with Engineer-in-Charge and carryout all necessary tests at contractor's cost to determine the proportion by weight of cement, aggregates (coarse and fine), admixture if required and water necessary to produce concrete of required grade having the desired workability and, water cement ratio not exceeding the allowable limit, prior to commencement of work. The contractor shall submit the following for the approval of Engineer-in-Charge.

- (i) The proportion of cement, coarse aggregate, fine aggregate and water so determined.
- (ii) The sieve analysis of aggregates which he proposes to use in the works.
- (iii) Full details of the tests conducted.

1.2.4.5.3. All calculations relevant to mix design. When the proportions are submitted to the Engineer-in-Charge which he considers will produce concrete having the required properties, it shall become the declared proportions to be used for the work. The agreement by the Engineer-in-Charge to such declared proportions shall not relieve the contractor of any of his responsibilities to use in the work at all times concrete having the required properties. No deviation from the

declared proportions shall be allowed unless and until the Engineer-in-Charge shall have given his written authorization for the adoption of revised proportions for the concrete.

1.2.4.5.4. Sampling, testing and acceptance criteria for designed mix concrete shall be as per clause 15, 16 & 17 of IS:456-2000 unless otherwise specified. Sampling and testing shall be done at contractor's own cost. Testing shall be done in a laboratory approved by the Engineer-in-Charge.

1.2.4.6. **Size of Coarse Aggregate**

For all concrete, plain or reinforced of M20 and higher grades, 20 mm size graded aggregate conforming to IS:383-2016 shall be used unless otherwise specified. If 20 mm graded aggregates as per IS:383 are not readily available, graded 20 mm aggregate shall be obtained by blending 20 mm and 12.5/ 10 mm aggregates in the proportion arrived based on the combined sieving of aggregates.

1.2.4.7. **Batching and Mixing**

1.2.4.7.1. For production of concrete, concrete batching and mixing plant, with type and capacity approved by the Engineer-in-Charge shall be installed at site by the contractor. The plant shall be approved by the Engineer-in-Charge and shall be installed at an approved location. All measuring equipments should be maintained in a clean serviceable condition, and their accuracy shall be periodically checked as directed by the Engineer-in-Charge.

1.2.4.7.2. In proportioning concrete, the quantity of both cement and aggregate should be determined by weight. Where the weight of cement is determined on the basis of weight of cement per bag, a reasonable number of bags should be weighed periodically to check the net weight. Where the cement is weighed on the site and not in bags, it should be weighed separately from the aggregates. Water should be either measured by volume in calibrated tanks or weighed. Any solid admixture that may be added may be measured by weight; liquid and paste admixture by volume or weight.

1.2.4.7.3. Except where it can be shown to the satisfaction of the Engineer that supply of properly graded aggregate of uniform quality can be maintained over the period of work, the grading of aggregate should be controlled by obtaining the coarse aggregate in different sizes and blending them in the right proportion

when required, different sizes being stacked in separate stock piles. The grading of coarse and fine aggregate should be checked frequently for a given job being determined by the Engineer-in-Charge to ensure that the specified grading is maintained.

1.2.4.7.4. Under unavoidable circumstances, change from weigh batching to volume batching may be permitted by Engineer-in-Charge, on specific request from the contractor.

1.2.4.7.5. Ready mix concrete from out side source shall be allowed for use on the work subject to the conditions that: (i) written permission shall be obtained from the Engineer-in-Charge, (ii) all quality control measures as stipulated by the Engineer-in-Charge are strictly adhered to by the contractor at his cost, (iii) all design mix calculations shall be submitted by the contractor for approval of the Engineer-in-Charge & approval obtained; and (iv) all expenses towards conveyance and incidentals of providing departmental supervision at the mixing plant shall be borne by the contractor.

1.2.4.8. **Transporting, placing, compacting and curing of concrete**

1.2.4.8.1. Transporting placing, compacting and curing of concrete shall be as per clause 13 of IS:456-2000. Placement of concrete shall be done with concrete pumps and pipelines unless otherwise approved by the Engineer-in-Charge in special cases.

1.2.4.8.2. Concrete shall be transported from the mixer to the worksite as rapidly as possible which will prevent the segregation or loss of any ingredient, and for maintaining the workability.

1.2.4.8.3. The concrete shall be placed and compacted before setting commences and should not be subsequently disturbed. Care should be taken to avoid displacement of reinforcement or movement of formwork.

1.2.4.8.4. All concrete shall be vibrated unless otherwise specified or approved by the Engineer-in-Charge and such vibrating shall be as required by the Engineer-in-Charge. The mechanical vibrators complying with IS:2505, IS:2506 or IS:4656 shall be used for compacting concrete. All vibrations shall be carried out to a plan approved by the Engineer-in-Charge. No workman shall be allowed to operate the vibrator without having received instructions and

training in its use. Care must be taken to avoid segregation and excessive vibration.

- 1.2.4.8.5. Concreting shall be carried out continuously upto construction joints, the positions and arrangement of which shall be as directed by the Engineer-in-Charge. When the work has to be resumed the construction joints shall be prepared in accordance with clause 13.4 of IS:456-2000.
- 1.2.4.8.6. Unless otherwise specified, all concrete shall be kept continuously in a damp condition by ponding or by covering with a layer of sacking, canvas, hessian or similar materials with fresh water for not less than 7 days after laying the concrete. If curing is not done properly the department will be at liberty to engage labour for curing and the expenditure incurred will be recovered from the contractor's bill. The decision of the Engineer-in-Charge will be final on this.
- 1.2.4.8.7. Stripping time for the form work shall be as stipulated in clause 11.3 of IS:456-2000. Any impression, fins etc. that may occur from the form work shall be removed and treated with cement mortar 1:1.5 (1 cement: 1.5 sand).
- 1.2.4.8.8. Contractor shall arrange to fix any fixtures wherever necessary while doing concreting work without any extra cost. Cost of fixtures will be paid separately, if it is provided by the contractor.
- 1.2.4.8.9. The unit rate quoted by the tenderer shall be for the finished work and deemed to include cost of all materials and labour, form work, provision of holes, recess, other contingent items etc. required for the completion of work as specified etc.

#### **1.2.5. CEMENT PLASTERING**

- 1.2.5.1. Cement plastering shall be with the grade of mortar and of thickness specified in the schedule. The surface to be plastered shall be thoroughly cleaned and kept wet for 4 hours before plastering.
- 1.2.5.2. All the corners shall be rounded off to a radius of 25 mm unless otherwise specified.
- 1.2.5.3. Where smooth finishing is specified in the schedule the plastering shall be floated over with neat cement slurry using 2.2 kg of cement per square meter

immediately after the final coat of plastering and rate quoted for plastering shall include cost of this finishing work.

1.2.5.4. The plastered surface on which glazed tiles or other similar type of finishing are to be provided subsequently shall not be finished smooth but shall be scarified for forming a base for providing the final surface finish as required.

1.2.5.5. The surface shall be cured for 7 days.

1.2.5.6. The rate shall include all labour and materials including scaffolding, curing etc. complete. required for completion of work. Measurement of the work under this head shall be made on the basis of the area of work done.

## **1.2.6. STRUCTURAL STEEL**

1.2.6.1. Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer. Workmanship of structural steel shall be in accordance with IS 800. The material shall be free from visible as well as hidden defects such as pitting cracks, laminations, twists etc. and excessive rusting.

1.2.6.2. All structural steel members and parts shall have straight edges and blunt surfaces. If necessary, they shall be straightened or flattened by pressure unless they are required to be of curvilinear forms. They shall also be free from twist.

1.2.6.3. Pressure applied for straightening or flattening shall be such as would not injure the materials. Hammering shall not be permitted. Adjacent surfaces or edges shall be in close contact or at uniform distance throughout.

## **1.2.7. PROVIDING FLOORING WITH VITRIFIED FLOOR TILES**

1.2.7.1. The tiles shall be set in cement mortar 1:4 (1 cement : 4 sand) of average 20mm thick laid to required level/ slope. Before laying cement mortar, the concrete surface shall be scrubbed with wire brush, all loose particles, foreign matters etc. shall be removed and the surface shall be made clean. Any undulations in the concrete shall be chipped off or made good with additional concrete of the same grade used for the under layer. The surface thus prepared shall be wetted and smeared with a coat of cement slurry using cement at the rate of 2.2 kg/m<sup>2</sup> of area just before the application of the mortar, so as to get

good bond between base course concrete and plastering. For fixing tiles to mortar, neat cement slurry of honey like consistency using cement at the rate of 3.3 kg/m<sup>2</sup> shall be smeared on top of mortar bed. The joints between the tiles shall be uniform and of 3mm width.

- 1.2.7.2. After laying the tiles, the surplus cement grout along the joints shall be cleaned off. The day after the tiles are laid, all joints shall be cleaned with wire brush to a depth of 5mm and pointed with epoxy based grout, of approved make.

### **1.2.8. EPOXY BASED GROUTING FOR TILES**

- 1.2.8.1. It shall be ensured that tiles are firmly set and adhesive or mortar is completely dry for 24 hours. All spacers, pegs, ropes and string shall be removed and joints be cleaned by removing free loose dirt particles.
- 1.2.8.2. The complete unit Part A (Base) and Part B (Hardener) shall be properly mixed in given ratio. The desired colour of grout shall be obtained by mixing required quantity of colour with base to ensure homogeneity. The grout shall be pressed firmly by using a hard rubber squeeze into joints ensuring that joints are completely filled. Excess grout material shall be removed from joints and surface by moving squeeze on grout line after 22 to 25 minutes. The damp sponge shall be used in circular motion on tile surface to achieve the flush joint. After completion of work the grout haze shall be cleaned with clean water or soap solution. The suitable rubber gloves shall be used to avoid skin contact during application.
- 1.2.8.3. Length and breadth of grouted tile area shall be measured correct to a cm and the area shall be calculated in sqm correct to two places of decimal.
- 1.2.8.4. The rate shall include the cost of all materials and labour involved in all operations described above. Nothing extra shall be paid.

### **1.2.9. PROVIDING AND LAYING OF PIPES FOR DRAINAGE/ SEWAGE LINE**

- 1.2.9.1. Transporting laying and joining of pipes

Transporting, laying and joining of PVC pipes shall be done in accordance with IS.7634. Pipes fittings shall be transported from the stacking place to the work site with sufficient care to avoid damage to them.

- 1.2.9.2. Other materials to be made available by the Contractor. All materials required

for joining and laying pipes including lead spun yarn, solvent cement etc shall be brought by the Contractor at his own cost.

1.2.9.3. Joining of PVC pipes

1.2.9.4. Joining of PVC pipes shall be done in accordance with IS:7634. Solvent welded joint shall be used for joining of PVC pipes .Solvent welded joint shall be achieved by Non-heat application method .Solvent cement used for the joint shall conform to the details given under Para2.2.3 of IS.7635.

1.2.9.5. Payment

1.2.9.6. Payment shall be made on running meters basis measured center line length including all the fittings, valves bolts nuts etc. No separate payment shall be made for fixing fittings, valves etc for completing the works to the full satisfaction .The rate quoted shall include the cost of materials like lead spun yarn, solvent cement/ bolts/ nuts etc to be made available by the Contractor for joining pipes, providing suitable connections to the existing delivery line and providing the line as aforesaid.

**1.2.10. PROVIDING AND LAYING OF PIPES FOR EXTERNAL WATER SUPPLY WORKS**

1.2.10.1. **General**

All the pipes of different diameters and fittings shall be conforming to IS: 15778. The rate quoted shall include cost of all specials like bends, tees, reducers etc., cost of burying or fixing on walls using all fittings as the case may be etc. complete, but excluding cost of taps, valves etc.

1.2.10.2. **Transporting**

Pipes, fittings and valves etc. shall be transported from the stacking place to the worksite with sufficient care to avoid damage to them.

1.2.10.3. **Other materials to be made available by the contractor**

All other materials except those supplied under specific items in the schedule, required for jointing and laying pipes and fixing valves, including rubber gasket, lead, spun yarn, solvent cement etc. shall be brought by the contractor at his own cost.

#### 1.2.10.4. **Testing of pipelines for leakage test**

The leakage test shall be conducted at a test pressure of 12.5 kg./cm<sup>2</sup> for a duration of 2 hours or as directed by the Engineer-in-Charge for duration of 2 hours. No pipe installation shall be accepted until the leakage per hour in cubic centimeter is less than the quantity (Q) determined by the formula

$$Q = \frac{N \times D \times \sqrt{P}}{3.3}$$

Where Q = Allowable leakage in cm<sup>3</sup> / hour,

N = No. of joints in the length of the pipeline tested,

D = Diameter of pipe in mm

and P = Test pressure during the leakage test in kg/cm<sup>2</sup>.

#### 1.2.10.5. **Fixing of valves and fittings**

Fixing of valves and fittings shall form part of laying the pipeline as directed by the Engineer-in-Charge.

#### 1.2.10.6. **Payment**

Payment shall be done on running meter basis measured center line length including all the fittings, valves, bolts, nuts etc. No separate payment shall be made for fixing fittings, valves etc. for completing the work to the full satisfaction. The rate quoted shall include the cost of all specials like bends, 'tee's, reducers etc. and materials like rubber gasket, lead, spun yarn, solvent cement, bolts, nuts etc. to be made available by the contractor for jointing pipes, providing suitable connections to the existing delivery line and testing the line as aforesaid.

### **1.2.11. SCRAPPING & CLEANING OLD PAINTED SURFACE**

- 1.2.11.1. All loose particles and scales shall be scrapped off and holes in plaster as well as patches of less than 50 cm area shall be filled up with mortar of same mix. The surface shall then be cleaned with water jetting if required and allowed to dry for at least 48 hours before painting. Whenever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed.

### **1.2.12. PROVIDING AND APPLYING EXTERIOR / INTERIOR ACRYLIC EMULSION PAINT**

- 1.2.12.1. The surface shall be thoroughly cleaned of dust and then be sand papered to give a smooth and even surface. Over the prepared surface one base coat of primer for exterior/interior emulsion paint of same brand shall be applied with hand brush in horizontal stroke followed immediately by a vertical one which together shall constitute one coat. After the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth. All loose particles shall be dusted off after rubbing and the surface cleaned well. The first finishing coat of exterior/interior emulsion paint shall then be applied with hand brush in horizontal stroke followed immediately by a vertical one which together shall constitute one coat. The second coat shall be applied in the same way of first coat to obtain an even surface, after the first finishing coat dried as per the directions of the Engineer-in –Charge.
- 1.2.12.2. Measurements of the work under this head shall be made on the basis of the area of work done and rate quoted shall include the cost of labour, materials, scaffolding etc. required for the completion of work.

### **1.2.13. PROVIDING AND APPLYING SYNTHETIC ENAMEL PAINT**

- 1.2.13.1. Paints/ primers of approved premium brand and manufacture shall be used. Only ready mixed Paint (Exterior grade) as received from the manufacturer without any admixture shall be used. If for any reason, thinning is necessary in case of ready mixed Paint, the brand of thinner recommended by the manufacturer or as instructed by the Engineer-in-Charge shall be used.
- 1.2.13.2. The surface shall be thoroughly cleaned off all dirt, rust, dust, grease etc. with wire brush, sand paper etc., and be made perfectly clean and dry while painting. For wood surfaces visible knots, holes etc. shall be filled with appropriate filling material with some shade as paint and rubbed smooth before applying paint.
- 1.2.13.3. The number of coats shall be as per schedule. Successive coats shall be applied only on the next day after rubbing with the finest grade of wet abrasive paper and dusting of the loose particles.

1.2.13.4. Measurements of the work under this head shall be made on the basis of the area of work done and rate quoted shall include the cost of surface preparation, materials, labour, scaffolding etc. required for the completion of works as detailed above.

**1.2.14. WATER PROOFING OF SUNKEN PORTION OF WC's, BATHROOMS etc.**

1.2.14.1. Water proofing treatment in sunken portion of WCs, bathroom etc., shall be done by applying cement slurry mixed with water proofing cement compound consisting of applying :

(a) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/ sqm. This layer will be allowed to air cure for 4 hours.

(b) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. (The rate includes preparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry.)