



COCHIN PORT AUTHORITY
COCHIN-682009, KERALA, INDIA
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**TENDER DOCUMENT FOR 'REPAIRING AND PAINTING OF QUARTER
NO.NVI/6**

TECHNICAL BID (e-Tendering Mode)

Website:www.tenderwizard.com/CPT
CHIEF ENGINEER'S OFFICE
COCHIN PORT AUTHORITY
COCHIN-682009

TENDER No.T6/T-2051/2025-C Rs.885/- (Rs.750+ 18% GST)

COCHIN PORT AUTHORITY

**TENDER FOR 'REPAIRING AND PAINTING OF QUARTER NO.NVI/6
(Tender No.T6/T-2051/2025-C)**

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SIGNATURE OF TENDERER



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

Tender No. T6/T-2051/2025-C

Date : 16/06/2025

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 **“Repairing and painting of Quarter No.NVI/6.**

1. Minimum Eligibility Criteria:

a) Experience

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **30th April, 2025**, at least either:

- i. Three Similar Works each costing not less than **Rs.2.33lakhs**
(OR)
- ii. Two Similar Works each costing not less than **Rs.2.91lakhs**
(OR)
- iii. One Similar Work costing not less than **Rs.4.66 lakhs**

b) Financial Turnover

Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2024 [2021-'22, 2022-'23 & 2023-'24] shall not be less than **Rs.1.75lakhs.**

Explanatory Notes to a) & b):

- i. Similar work(s) means **“Civil Construction Work/ Civil Repair Work/ Civil Maintenance Works”**. The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate (**Form No.26AS**) along with work order and completion certificate.
- ii. Copy of completion certificates of each work issued by the employer/ owner/ responsible officer of the employer/owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
- iii. The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or Sub Contractor. The Sub-Contractor shall be an authorized and approved Sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach

attested copy(s) of approval issued by the Employer(s) authorizing as a Sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

- iv. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

Table 1

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

- v. **Financial Turnover:**

In proof of Financial Turnover Audited Annual Accounts Statements (Balance Sheet & Profit & Loss Account Statement) & Turnover Certificate signed by the Chartered Accountant or IT returns duly acknowledged by the Income Tax department along with Computation Statement signed by the Chartered Accountant, for the last three years ending on 31st March 2024 shall be produced by the tenderer.

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, disqualifications/ black listing/ debarring by Govt. departments etc.

- 2.2 **The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tender, 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 I 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>16-06-2025</i>
2	Download period of Bid Documents	<i>16-06-2025 to 07-07-2025</i>
3	Date of Pre-Bid meeting	<i>Not Applicable</i>

4	Last date for seeking clarification	30-06-2025
5	Last date and time of submission of Bid	07-07-2025 up to 14.30 hrs
6	Date and time of opening the Bid	07-07-2025 after 15.00hrs

ii) Bid information :

Table 3

i)	Estimated Amount put to Tender	Rs.5,82,610.00 (Rs.5,82,604.57)
ii)	Earnest Money Deposit	Rs.11,660.00 furnished through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA from any Nationalised Bank/ Scheduled Bank in India or through RTGS / NEFT mode/ Insurance Surety Bond from the Insurance Company duly approved by Insurance Regulatory and Development Authority of India.
iii)	Cost of Bid document	Rs.885/- (Rs.750+18% GST) (Non refundable) furnished either through Demand Draft/ Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPA from any Commercial Bank in India, or through RTGS/NEFT mode. being the cost of single copy of the tender document
iv)	Validity period of Tender	90 days from the Last Date of Submission of Bid.
v)	Time for Completion	2 Months from the date of commencement

4. This work essentially comprises of the following:
1. Mirror polishing of the existing Mosaic Floor Tiles
 2. Installation of Mosquito shutters
 3. Exterior and interior painting
 4. Dismantle existing roofing tiles and re-roofing the same after repairing the wood work
5. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/CPT 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) as well as Govt. tender website, www.eprocure.gov.in, which can be downloaded for submission. The cost of bid document and EMD shall be furnished in the form of Demand Draft/

Banker's Cheque drawn in favour of FA & CAO, CoPA or through RTGS/NEFT mode. The bidder shall submit the Originals of (i) DD / Bankers Cheque towards the cost of tender document and EMD and (ii) Power of Attorney (Proforma attached as Annexure III) in favour of signatory(s) to the tender if applicable, with letter of submission in a sealed cover to the **Suptdg. Engineer-I, Cochin Port Authority, W/Island, Cochin-682009, Kerala**, on due date of Submission of bid within the prescribed time limit **Non submission of original financial document towards cost of tender document and EMD will make the tender liable for rejection, and such tenders would not be evaluated further.**

6. 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".
7. 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.
8. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document.
9. 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 such incomplete Tender Documents may be rejected by the employer and would not be evaluated.**
10. All Bids are to be submitted **online only** on the website www.tenderwizard.com/cpt. No Bids shall be accepted off-line (Hard copy).
11. **EARNEST MONEY TO BE DEPOSITED**
 - 11.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.11,660.00**.
 - 11.2 The Earnest Money can be deposited through Demand Draft or Banker's Cheque from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, COCHIN PORT AUTHORITY or online payment through RTGS/NEFT/ Insurance Surety Bond from the Insurance Company duly approved by Insurance Regulatory and Development Authority of India. The original DD/ Banker's Cheque shall be submitted to the Superintending Engineer-I, Cochin Port Authority, Cochin-09, **on the due date of submission of the bid within the prescribed time limit.** Scanned copy of the DD/ Banker's Cheque shall be attached with the tender submitted "online". If online payment is made, the evidence thereof shall be attached with the tender submitted "online". If hard copy of the original DD/Bankers Cheque is not received within the stipulated period, or if the evidence of making online payment towards EMD is not attached with the tender submitted online, then such bids will not be further evaluated and shall be rejected summarily. The Earnest Money deposited will not carry any interest.
 - 11.3 Bank details of Cochin Port Authority are given below.

Name of bank : State Bank of India
Name of Branch : Cochin Port Trust Branch
IFSC Code : SBIN0006367
Account No : 41401802288
Account Holders Name : Cochin Port Authority

11.4 EMD of L1 & L2 bidder shall be refunded to the respective bidders on submission and acceptance of Performance Security and entering into agreement by the L1 Bidder. EMD of other bidders will be refunded immediately after finalization of the bid.

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.

13. Securities:

13.1 Security Deposit (SD) shall be 10% of the Contract value or value of the work done whichever is higher and it shall consist of the following:

a) **Performance Security** 5% of contract value payable on award of the work.

b) **Retention Money:** @ 5% of the gross amount of each bill.

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.

13.2 **Performance Security:** The Performance Security retained till end of Defect Liability period (1 year from the date of completion of work) shall be 5% of Contract Value or Cost of Work Done, whichever is higher. So, initially 5% of the Contract value shall be furnished as Performance Security.

13.3 The Security Deposit/ Performance Security @ 5% of the value of the contract awarded (Rounded off to the nearest Rs.1000/-), shall be furnished by the Contractor to the Employer, not later than **14 days** from the date of receipt of letter of acceptance or such extension of that period as may be permitted by the official of Cochin Port writing, and shall be furnished in one of the following forms:

i) Banker's Cheque / Demand Draft of a Scheduled Bank/ online payment through RTGS/NEFT. If online payment is made, the evidence thereof shall be submitted to the office.

ii) An irrevocable Bank Guarantee(BG) enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India as per the prescribed proforma attached as Annexure V.

iii) Insurance Surety Bond from the Insurance Company duly approved by Insurance Regulatory and Development Authority of India.

13.4 **The BG furnished towards the Performance Security shall be valid until a date 60 days from the day of expiry of the Defect Liability Period stipulated as per the terms of the Contract.**

- 13.5 If Performance Security is not furnished within the period as specified above or such extension of that period as may be permitted by the official of Cochin Port Authority in writing, Cochin Port Authority at its discretion may cancel the Letter of Acceptance without paying any compensation to such bidder, and in addition to forfeiture of EMD.
- If an MSME registered contractor failed to comply with the conditions 13.5 an amount equal to 2% of the Estimated amount shall be recovered from any amount due to the contractor.** In addition, such bidder shall not be eligible to participate in the tenders invited by COCHIN PORT AUTHORITY for a period of **Two Years from the date of such cancellation of Letter of Acceptance.**
- 13.6 **Retention Money:** Retention Money @ 5% shall be retained from each payment due to the Contractor.
- 13.7 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 along with Performance Security amounts to 10% of the Contract value or the value of the work done whichever is higher at all times. **Retention Money shall be refunded to the Contractor within 14 days from the date of payment of final bill.**
- 13.8 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.
- 13.9 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.
- 14 In the event of the tenderer, after the issue of the communication of acceptance of offer by Cochin Port Authority, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the Contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of the Contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, Cochin Port Authority shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.
- If an MSE registered contractor failed to comply with the conditions 13.5 an amount equal to 2% of the Estimated amount shall be recovered from any amount due to the contractor.** In addition, such bidder shall not be eligible to participate in the tenders invited by Cochin Port Authority for a period of **Two Years from the date of such cancellation of Letter of Acceptance.**
- 15 **Signing of Agreement:**
- 15.1 The successful tenderer will be required to execute within **21 days** from the date of receipt of Letter of Acceptance and after submission of Performance Security, an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental form, consisting of:

- a) The Tender Notice, all the documents including additional conditions/specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to, and
 - b) General Conditions of Contract-2016 (GCC), for the due and proper fulfillment of the Contract.
- If Agreement is not executed within the period as specified above or such extension of that period as may be permitted by the official of Cochin Port Authority in writing, Cochin Port Authority at its discretion may cancel the Letter of Acceptance without paying any compensation to such bidder, in addition to forfeiture of Performance Security.
- 15.2 The Contractor shall make 10 copies of the Agreement and submit to CoPA within 7 days following the date of signing of Agreement.
 - 16 Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Port.
 - 17 Failure to comply with conditions **3ii(iv), 13 and 15** above will entail forfeiture of the Earnest Money. **If an MSME registered contractor failed to comply with the conditions 13.5 an amount equal to 2% of the Estimated amount shall be recovered from any amount due to the contractor.**
 18. **Micro Enterprises (ME'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.**
 19. 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. It is not mandatory for Cochin Port to accept the bid of the Lowest Bidder, and Cochin Port at its discretion may accept the bid of any bidder, without mentioning any reason.
 20. CoPA will determine whether the Tender is substantially responsive to the requirements of the Tender documents. For the purpose of this clause a substantially responsive Tender is one which inter alia conforms to all the terms, general conditions and specifications of the Tender documents and technically suitable. The Tenderer shall carefully submit all the documents as required under the Tender failing which the offer is liable to be treated as non-responsive. A Tender which, in relation to the cost estimates of CoPA, is seriously unbalanced may be rejected as non-responsive. The Tender which does not satisfy the pre-qualification criteria shall summarily be rejected and

- shall not be considered for further evaluation Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
21. The Tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the currency of the contract. Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
22. **Taxes and Duties:**
- 22.1 TDS as per Income Tax Law & GST law shall also be deducted at prevailing rates.
- 22.2 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.
- 21.2. GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Authority, which will be paid to the Contractor by the Board along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected. The following are also to be considered while claiming payment towards GST:
- i. Invoice in specific format should be provided by the Contractor for every payment.
 - ii. GST Registration Number of Cochin Port Authority and the Contractor is to be clearly mentioned with all the bills.
 - iii. Invoice should be attached along with the running bills.
 - iv. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.
- 21.3. Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Authority will result in the summary rejection of his /their tender.
- 22 Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the Contractor and the same will be deducted from Contractor's bills while making payment or when crediting amount to Contractor's account.
- 24 The Tender Document shall form part of the Contract.

Sd/-

Suptg.Engineer-II

COCHIN PORT AUTHORITY

**FOR AND ON BEHALF OF THE BOARD OF MAJOR PORT AUTHORITY
FOR COCHIN PORT**

2. TENDER FOR WORKS

To

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

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

MEMORANDUM

- a) General description of work : **Repairing and painting of Quarter No.NVI/6.**
- b) Estimated cost Put to Tender : Rs.5,82,610.00 ((Rs.5,62,604.57)
- c) Earnest Money : Rs.11,660.00
- d) Security Deposit : 10% of the value of the Contract awarded or value of the work done whichever is higher. (Performance Security @ 5% of contract value payable on award of the work and Retention Money 5% of the gross amount of each bill)
- 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 Letter of Acceptance/work order : **7 days**
- g) Time allowed for the work from the date of commencement of work : **2Months**
- i) Schedule, specifications, conditions, drawings etc. : As per "Contents" sheet attached.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the tender and conditions of Contract annexed hereto and in default to execute an agreement with CoPA in the prescribed form within prescribed period, or submission of Performance Security within the prescribed period, agree to forfeit the Earnest Money deposited by me/us, in addition to any other remedy available with Cochin Port against me/us. The sum of Rs..... which will be deposited 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 CoPA without prejudice to any other rights or remedies of CoPA should I/We fail to commence the work specified in the Contract Data or should I/We make any delay in progress of the work or if the contract is terminated on my/our default. ; or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Contract Data and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 40.3 of the General Conditions of Contract.

Dated the day of 2025

Signature of the Tenderer

Address :
Witness :
Address :
Occupation :

ACCEPTANCE

The above tender is hereby accepted by me for and on behalf of the Board.
Dated theday of2025.

Dated.....

**Chief Engineer
COCHIN PORT AUTHORITY**

3. CONTRACT DATA

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	(8.2)												
	The Schedule of Key personnel – As per Tender	(9)												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Qualification of Staff</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Min. Experience (Years)</th> <th style="text-align: center;">Rate of recovery in case of non-compliance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Graduate Engineer or Diploma Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">Rs.15,000/- p.m</td> </tr> <tr> <td></td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> <td style="text-align: center;">Rs.15,000/- p.m</td> </tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance	Graduate Engineer or Diploma Engineer	1	2	Rs.15,000/- p.m		1	5	Rs.15,000/- p.m	
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance											
Graduate Engineer or Diploma Engineer	1	2	Rs.15,000/- p.m											
	1	5	Rs.15,000/- p.m											
2	The Employer is:	(1)												
	The Board of Major Port Authority for Cochin Port, COCHIN PORT AUTHORITY, Cochin -9.													
	Name of Authorized Representative:													
	Name : Sri. B.Kasiviswanathan, IRSME, Chairperson, Cochin Port Authority, Cochin -9.													
3	The Engineer is													
	Name : ColJassarSM Chief Engineer , Cochin Port Authority, Cochin-9.													
	Name of Nominee/Engineer-in-Charge: Name: Sri. Sudhir J Sawant, Suptg.Engineer-II													
4	Name of Contract-Repairing and painting of Quarter No.NVI/6.Tender No. T6/T-2051/2025-C	(1)												
5	10 copies of Contract Agreement shall be furnished by the Contractor	(7.1)												
6	Tender document and other data are available at Cochin Port web site, Government of India CPP Portal and e – tendering portal. www.cochinport.gov.in www.eprocure.gov.in	(7.2)												

Sl. No.	Description	Reference Clause No. in GCC	
	www.tenderwizard.com/CPT		
7	The Intended completion date for the whole of the Work is 2Months with the following milestones:	(17,28)	
8	Milestone dates:		
	Physical works to be completed		Period from the date of receipt of LoA to commence and proceed with the work
	2Months		7 days
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 if any 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 3 days of date of the Letter of Acceptance.	(27)	
11	The site possession date The site will be handed over within 7 days after issue of LoA, and failure to take over the same within such period shall be attributable to contractor alone.	(21)	
12	The start date shall be 7 days from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.	(1)	
13	The site is located in W/Island.		
14	The Defects Liability Period: One year from the date of completion of the work.	(36)	
15	The minimum insurance cover for physical property, injury and death is Rs.10 lakhs (Rupees Ten lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13)	

Sl. No.	Description	Reference Clause No. in GCC
16	The following events shall also be Compensation Events: NIL	(44)
17	The period between Programme updates shall be 7 days.	(27)
18	The amount to be withheld for late submission of an updated programme shall be ----- NA	(27)
19	The language of the Contract documents is English.	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is Indian Rupees.	(46)
22	The proportion of payments retained (Retention Money) shall be 5% from each bill subject to a maximum of 5% of the contract price.	(48)
23	The maximum amount of Liquidated Damages for the whole of the works is 10% of the Contract Price.	(49)
24	The amounts of the advance payments :	(51)
	The advance payments as applicable to the contract are: NA	
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)
28	The date by which “as-built” drawings are required is within 90 days 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: CPWD DSR 2018 + 55% Cost Index x 0.8768 for deducting GST.	
31	Base Rate for materials to be considered for price variation NA	(47)
32	Permissible wastage on theoretical quantities of (a) Cement : (+) 2% (b) Steel Reinforcement and structural steel sections for each diameter, section and category : (+) 5.99 % (c) Bitumen/Bitumen emulsion : (+) 2.5%	(47)

4. INSTRUCTIONS TO TENDERERS

- 4.1 Electronic Tenders (e-tenders) on percentage basis under “Two Cover system” are invited for **“Repairing and painting of Quarter No.NVI/6.”**
- 4.2 The tenderer shall submit the tender Cover-A (Hard Copy of EMD & Cost of Tender form **on the due date of submission of the tender within the prescribed time limit.** All the Technical Bid documents & Price Bid shall be submitted **“online”**.
- 4.3 The Tender Document will be available as three separate files in the e-tendering Portal:
- i. A. Technical Bid Documents (as per Sl. No 1 to 7 of the Contents sheet)
 - ii. B. Price Bid: Schedule of quantities of Work- Schedule-A and
 - iii. C. General Conditions of Contract-2016
- 4.4 The tenderer shall upload the documents indicated in 4.3 (i) & (iii) above and also the Schedule of Quantities(Percentage) [as per Cl.4.3(ii), duly filled in, **“online”**.

4.5 **SUBMISSION OF TENDERS**

- 4.5.1 The Cover A containing hard copy of EMD & Cost of Tender form as mentioned in Table 3 of Tender Notice shall be submitted **on the due date of submission of the tender within the prescribed time limit.**

4.5.2 **Technical Bid(Online mode)**

- 4.5.2.1 Technical Bid shall contain all technical and commercial details except Schedule of Quantities. It shall consist scanned/ soft copies of the following documents.
- a) A covering letter from the tenderer enlisting the enclosures/ attachments.
 - b) Original Tender Document (Technical Bid) including all Addendum/Corrigenda if any except Schedule of Quantities.
 - c) Copy of the documents in proof of fulfilment of the Minimum Qualification Criteria
 - d) Copy of PAN Card, ESI/EPF & GST Registration documents.
 - e) Copy of Authorisation documents of Signatory of the bid in case of Registered Partnership firm / Limited company
 - f) Partnership deed or Memorandum and Article of Association of the company and registration certificate of the company as the case may be.
 - g) Bank information for e-payment system (Annexure IV)
 - h) Power of Attorney (AnnexureIII)
 - i) Any other relevant document.
- 4.5.2.3 Scanned copies of all documents as per Clause 4.5.2, EMD and Cost of Tender Form shall be submitted as “Technical Bid”.
- 4.5.2.4 Departmental Tender Document (except Schedule of Quantities), along with scanned copies of Cost of Tender form, EMD and other documents as per Clause 4.5.2 shall be submitted **‘online’** before 14.30 hrs of opening date of the Tender. **In no case shall filled in Price Bid - Schedule of Quantities be submitted in hard copy, as it shall result in rejection of the tender.**

4.5.2.5 No changes shall be made in the tender documents. An undertaking that no changes have been made in the Tender document downloaded has to be furnished in **Annexure-II**

4.5.3 Price Bid:

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

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

4.6 Minimum Eligibility Criteria: The bidders eligible for participating in the tender may be Individual, Proprietorship, Registered Partnership firms, L.L.P, Company or JV. The proof thereof shall be submitted.

c) Experience

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending 31st March, **2025**, at least either:

i. Three Similar Works each costing not less than **Rs.2.33lakhs**

(OR)

ii. Two Similar Works each costing not less than **Rs.2.91lakhs**

(OR)

iii. One Similar Work costing not less than **Rs.4.66 lakhs**

• Financial Turnover

- Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2024[2021-'22,2022-'23, 2023-'24,] shall not be less than **Rs.1.75 lakhs.**

Explanatory Notes to a) & b) :

i. Similar work(s) means “**Civil Construction Work/ Civil TRepair Works/ Civil maintenance Works**”. The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate (**Form No.26AS**) along with work order and completion certificate.

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

iii. The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or Sub Contractor. The Sub-Contractor shall be an authorized and approved Sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a Sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

- iv. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years

Table 1

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

v. **Financial Turnover:**

In proof of Financial Turnover Audited Annual Accounts Statements (Balance Sheet & Profit & Loss Account Statement) & Turnover Certificate signed by the Chartered Accountant or IT returns duly acknowledged by the Income Tax department along with Computation Statement signed by the Chartered Accountant, for the last three years ending on 31st March 2024 shall be produced by the tenderer.

• **Other Eligibility Considerations**

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, disqualification/ black listing/ debarring by Govt. departments etc.

- **The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tender, 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 I to the effect shall be furnished.

4.7. OPENING AND EVALUATION OF TENDERS

4.7.1 Technical Bids of the tenders received shall be opened at 15.00 hrs. on **07/07/2025**, the last date fixed for receiving the bid, in the SE-I's chamber in the presence of the tenderers or their representatives as may be present.

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

4.8 GENERAL INSTRUCTIONS TO TENDERERS

- 4.8.1 The submission of a tender by the tenderer implies that he has read the whole tender Documents including GCC-2016.
- 4.8.2 The tenderer is advised to visit and examine the site of work and its Surroundings, discuss with connected agencies and collect all necessary information on his own responsibility for preparing the tender.
- 4.8.3 The tenderer is expected to examine the Tender Documents including all conditions, specifications, forms etc and also conditions in the G.C.C. Failure to furnish the information required in the Tender Documents/ G.C.C. or submission of a tender not conforming to the requirements in every respect, is likely to result in the rejection of the tender.
- 4.8.4 The tenderer shall quote for the work on percentage basis. The departmental rate for each item of work is given in the Schedule of Quantities. The tenderer shall fill the percentage above or below the Departmental rate, in the column provided for the purpose in the Schedule.
- 4.8.5 In case of discrepancy between the specifications and the drawings, the following order of preference shall be observed:
 - a. Conditions & Specifications of tender
 - b. Drawings.
 - c. B.I.S Specifications.
 - d. Sound Engineering Practice.
- 4.8.6. If there are varying or conflicting provisions made in any document forming part of the Contract, the Chief Engineer, Cochin Port Authority, Cochin-682009 shall be the deciding authority with regard to the intention of the document which will be binding on the tenderer/ Contractor.
- 4.8.7 Any error in description, any omissions there shall not vitiate the Contract or release the Contractor from the execution of whole or any part of the works comprised therein according to specifications or from any of his obligation under the Contract.
- 4.8.8 The Chief Engineer, Cochin Port Authority shall have the right to omit or Suspend certain items of work or revise or amend the Tender Documents at any time prior to the due date of submission of the tender. Such revisions or amendments or extensions if any, shall be communicated to all the bidders who have downloaded the Tender Documents, in the form of an addendum by telefax /e- mail / writing. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Authority may, at its discretion, extend the due date for submission of tender.
- 4.8.9 All payments due to the Contractor under this Contract will be made in Indian Rupees only.
- 4.8.10 Tenders received after the date specified for submission shall not be opened.
- 4.8.11 The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to by the Chief Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Authority by the issuing bank.

4.9 Bid Validity

Bids shall remain valid for a period not less than Ninety days (90 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).

SIGNATURE OF TENDERER.

5. GENERAL DESCRIPTION AND SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

1.1 The proposed work is for “**Repairing and painting of Quarter No.NVI/6**”.

The work consists of the following:

1. Mirror polishing of the existing Mosaic Floor Tiles
2. Installation of Mosquito shutters
3. Exterior and interior painting
4. Dismantle existing roofing tiles and re-roofing the same after repairing the wood work

1.2 The work shall be meticulously planned in consultation with the departmental supervisory staff and nearby users to ensure minimal inconvenience to residents of the surrounding quarters.

2. WORK SITE

The work has to be carried out is at Quarter No.NVI/6 of Cochin Port Authority by the side of Indira Gandhi road at North End.Security rules and regulations including obtaining passes etc. if any for work are to be observed by the contractor. The work is to be carried out without disturbing the neighbouring occupants. The work site is easily accessible through road.

3. TIME SCHEDULE AND MONITORING OF PROGRESS

3.1 The tenderer shall prepare and attach with the tender a detailed work schedule indicating key activities and critical items for completing the work within the stipulated Contract period of **2 Months**. This time schedule will form the basis for monitoring the progress of work.

4. MATERIALS / FACILITIES TO BE PROVIDED BY DEPARTMENT

4.1. CONTRACTOR'S WORK AREA

Space will be made available to the Contractor free of rent for storing materials and equipments etc., adjacent to the work site for the duration of the Contract. After the work is over, Contractor shall at his cost, reinstate the area by clearing the temporary works, debris etc. as decided by the Engineer's Nominee.

5. CONTRACTOR'S RESPONSIBILITY

5.1 The tenderer shall visit the area before tendering. It will be deemed that the tenderer has visited the site and studied the site conditions before submitting the tender. The tenderer should get himself acquainted with the nature and extent of the work. No claim whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work or carriage of materials etc.

5.2 All materials, plants and equipments, required for the work shall be provided by the Contractor at his own cost, and shall conform to relevant I.S. Specification unless otherwise specified.

5.3 Samples of all materials, to be incorporated in the work shall be got approved by the Engineer's Nominee before procurement.

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

5.5 All labour, skilled or unskilled shall be provided by the Contractor. Settling any

- dispute with the labour will be Contractor's responsibility. Insurance as per Indian Workmen's Compensation Act for the Contractors' workmen and Public Liability Policy shall be provided by the Contractor at his own cost.
- 5.6 The Contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and shall be made good or compensated at his own cost.
- 5.7 The Contractor shall take all care and precautionary measures for avoiding any kind of damage/accidents in the work site due to any of his reasons. The Contractor shall indemnify the Port against any compensation whatsoever payable to the workmen for accident or loss arising out of and in the course of their employment under this Contract.
- 5.8 The work shall be arranged by the Contractor without causing any damage to Port structures. Any damage or accident caused by the Contractor's operation shall be compensated / made good at Contractor's risk and cost to the satisfaction of the Engineer's Nominee of the works, failing which department will do the rectification work and the cost incurred will be recovered from his bill or from security deposit.
- 5.9 The Contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer's Nominee of the work and any construction so put up shall be removed by the Contractor whenever the Engineer's Nominee calls upon the Contractor to do so.
- 5.10 The Contractor shall remove all temporary works, clear and make good the site, at his cost to the satisfaction of the Engineer's Nominee before the site is returned to the Port Authority. All materials shall be disposed to any place as pointed out by the Engineer's Nominee of the work and site shall be cleared in every respect at no extra cost after completion of work.
- 5.11 The Contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer's Nominee before the site is returned to the Port Authority. All such materials including debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer's Nominee or be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the Port Authority immediately after completion of the work. In case, any such material is found left in the work site or anywhere in the Port area, rent for the storage space occupied by the Contractor, either for stacking the materials /debris or for areas used for such purpose but not cleared thereafter, will be recovered as per the prevailing Scale of Rate of Cochin Port Authority, for the rent applicable for open storage space for commercial purpose, for the period for which the area had been occupied by the Contractor. In addition to the above, in case the Port requires the area immediately for its use, Port will repossess the land after restoring it to its original condition, material will be confiscated and disposed off at the risk and cost of the Contractor, after issuing two notices giving 15 days' time each for removing the material. All expenses incurred in this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the Contractor by appropriate

means.

- 5.12 The Contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be taken/provided at the Contractor's cost, as directed by the Engineer-in-Charge of the work. The Contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots, safety belts etc. to the workmen at his own cost and it shall be the Contractor's responsibility to ensure that they use it while on the work site.
- 5.13 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 5.14 The contractor shall take all precautions for not to damage any cables, pipelines etc. passing through the area of work.
- 5.15 The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Public Liability Policy, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the Contract labour that may be brought in to force from time to time.
- 5.16 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 I to the effect shall be furnished.
- 5.17 The Contractor shall provide, at every work place, at which 20 or more women workers are ordinarily employed, crèches of reasonable size and with adequate facility for the use of their children under the age of six years at his risk and cost.
- 5.18 The Contractor shall also be responsible for arranging and carrying out works as mentioned in Clauses 1.1 & 1.2 above.
- 5.19 Defect Liability period of the work is one year from the date of completion of the work.**

6. POWER AND WATER

- 6.1 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.
- 6.2 Water required for the work shall be arranged by the Contractor at his own cost.

7. WORKMANSHIP

- 7.1 All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified. Whenever special conditions and other specifications deviate from the B.I.S. the former shall prevail.
- 7.2 The whole work shall be completed in a diligent manner within the Contract period and defect or imperfection if any, observed during the Defect Liability Period/ guarantee period the same shall be rectified at Contractor's cost to the

- full satisfaction of the Engineer's Nominee within the time allowed.
- 7.3 Precautions shall be taken for not to damage cables/ pipe lines etc.
- 7.4 The work shall be arranged in the order of preference and as directed by the Engineer's Nominee of work.
- 8. TEMPORARY WORKS**
- 8.1 All scaffolding, staging, bracing and other temporary works required for proper execution of the works, shall be provided by the Contractor at his own cost, unless stated otherwise and that should be inclusive of all materials, labour, supervision and other facilities. The layout and details of such temporary works shall have prior approval of the Engineer's Nominee, but the Contractor shall be responsible for proper strength and safety of the same. All temporary works shall be so constructed as not to interfere with any permanent work or with the work of other agencies. If it is necessary to remove any of the temporary works at any time to facilitate execution of works or work by other agencies, such removal and re erection, if required, shall be carried out by the Contractor at the direction of Engineer's Nominee without any delay and any extra cost on this account shall be borne by the Contractor.
- 8.2 On completion of the works, temporary works if any provided by the Contractor shall be removed from the site and the area shall be reinstated to the original condition at his own risk and cost.
- 9. TIME FOR COMPLETION**
- 9.1 The time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the Contractor. The work shall throughout the time period be proceeded with diligence, time being deemed to be the essence of the Contract. The number of days lost due to heavy rain shall be certified by the Engineer's Nominee. The Contract period shall be extended for such certified days also without imposing compensation for delayed performance.
- 9.2 The whole work shall be completed in accordance with the provisions under Contract Data or such extended time as may be allowed as per clause 29 of G.C.C.
- 10. WORKING TIME**
- The normal working time of the Port Authority is from 8 a.m. to 4.00 p.m. on all weekdays. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer's Nominee for the same. Necessary supervision will be arranged by the department and the expenditure to be incurred in this connection will be borne by the department.
- 11. RATES FOR VARIOUS ITEMS**
- The rate specified for each item shall be all inclusive value of the finished work, income tax and other taxes but excluding Service Tax.
- 12. ALTERATIONS / ADDITIONS / OMISSIONS**
- The quantities given in the bill of quantities (Schedule of items) are only approximate and payment will be made as per actual quantity of work done and rate specified.
- 13. MEASUREMENT**
- The quantities shall, unless otherwise stated, be measured in accordance with I.S.1200.

14. For levying compensation as per Clause-49 of General Conditions of Contract (GCC), the Employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of work by the Contractor, as per conditions.
15. Clause-25 of GCC- 'Settlement of Disputes and Arbitration' is not applicable in this Contract.
16. Clause-26 of GCC- 'Computerised Measurement Book' is modified to the extent as detailed below.

Measurements of Work Done:

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

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the Contract.

All measurements and levels shall be taken jointly by the Engineer's Nominee or his authorised representative and by the Contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer's Nominee and the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the Contractor or his authorised representative is not available and the work of recording measurements is suspended by the Engineer's Nominee or his representative, the Engineer's Nominee and the Department shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorised representative does not remain present at the time of such measurements after the Contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer's Nominee or his representative shall be deemed to be accepted by the Contractor.

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

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

The Contractor shall give not less than seven days' notice to the Engineer's Nominee or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order

that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer's Nominee or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's Nominee's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer's Nominee or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this Contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

MODIFICATIONS TO GCC

The following clauses of GCC shall be replaced and modified as below;-

17. 1. Definitions

Following definition stand replaced as:

Market Rate is the rate 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

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

Clause 45-Rates for items to be inclusive of Taxes The rate quoted by the Contractor shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Service Tax (GST). GST as may be applicable from time to time shall be shown separately in the invoice. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence. The invoice to be submitted by the Contractor should include the GST Registration Number of the Contractor as well as the Employer.

Clause 80-Taxes and Duties

Income Tax The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from

each certificate of payment to the Contractor as per the prevailing rate such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment. The Contractor shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/credit notes etc.

GST -TDS Under GST Law Shall Be Deducted As Per Prevailing Rate

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

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

- 43.2.1 Any Interim/Final bill which is incomplete in any respect shall be returned to the Contractor within 5 days of date of submission of bill to the Engineer or his Nominee.
- 43.2.2 Interim bills shall be paid within 21 days of date of submission of bills in full shape, by the Contractor, as detailed below.
- 43.2.3 Clarifications/corrections if any required on an Interim bill submitted, shall be sought from the Contractor within 4 days of submission of the bill and also, all such clarifications/corrections required shall be sought at one go except in exceptional circumstances. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within 4 days thereafter. The clarified / corrected bill shall be verified and forwarded to Finance Department within the next 4 days. Clarifications if any required by the Finance Department shall be sought within 3 days and the Engineer/Nominee shall clear it on top priority within the next 3 days and, finally, the bill shall be paid to the Contractor within 3 days thereafter, i.e., within a total 21 days of date of submission of bills in full shape, as indicated above.
- 43.2.4 However, on request by the Contractor, 75% of the bill amount shall be paid within 7 days of submission of the bill. Balance amount of the verified bill shall be paid within 21 days of the submission of the bill, on completion of all contractual requirements as brought out at sub clause 43.2.3. above.
- 43.2.5 Final bill shall be paid within 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as detailed below.
- 43.2.6 The Contractor shall submit the Final bill to the Engineer / Nominee within 20 days of issue of Taking Over Certificate by the Engineer / Nominee. The bill shall be checked and all clarifications/corrections required on the bill submitted, shall be sought from the Contractor within 15 days thereafter. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within the next 10 days. The clarified / corrected bill shall be verified and forwarded to Finance Department within the next 15 days. Thereafter, clarifications if any required by the Finance Department shall be sought within 10 days and the Engineer/Nominee shall clear it on top priority within the next 10 days and, finally, the bill shall be paid to the Contractor within 10

days thereafter, i.e., within a total 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as indicated above.

- 43.2.7 However, on request by the Contractor, 50% of the final bill amount shall be paid within 7 days of submission of the bill, which will be adjusted against the final bill payment, on completion of all contractual requirements as brought out at sub clause 43.2.6 above.
20. Any disputes and differences between the parties shall be resolved in the Jurisdiction of Courts in Cochin alone.
21. In case of any contradiction between the Clauses in Tender Document and that in GCC, the clauses in the tender document shall prevail

SIGNATURE OF TENDERER

6 DETAILED SPECIFICATIONS FOR MATERIALS TO BE USED ON WORK

6.1 GENERAL

6.1.1 Except where otherwise specified or authorized by the Engineer-in-Charge, materials supplied by the contractor shall conform to the latest edition of the Indian Standard Specifications and code of practices published by the Indian Standard Institution. 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.

6.1.2 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.

6.1.3 The materials required for the work shall be brought to the site and stacked at the places shown by the Engineer-in-Charge and the same shall be got approved for use in work sufficiently advance so that the progress of the work is not affected by the supply of materials.

Payment for the materials supplied, shall be given only after they are used on the work. Tolls are payable by the Contractor as per rules for vehicles using the Port's road for supplying the materials.

6.2 WATERTHINNABLE CEMENT PRIMER

6.2.1 The primer used for the work shall be Silicon based primer, manufactured by Asian/ Nerolac/ Berger/ Nitco of premium quality.

6.3 ACRYLIC EMULSION PAINT EXTERIOR/INTERIOR

6.3.1 The weather proof exterior acrylic emulsion paint shall be of approved premium quality either "Weather coat" by Berger or Nerolac Excel or "Weather shield" by ICI Dulux or Snowcryl XT-premium by Snowcem India Ltd. or Jotun Paints/ Asian paints. The interior acrylic emulsion paint shall be of approved premium quality either manufactured by Berger or Dulux or Nicholson or Jotun Paints/ Asian paints. The coverage shall conform to the manufacture's specification. The colour/ shade shall be as per direction of the Engineer-in-Charge.

6.3.2 The Weather Proof Exterior Acrylic Emulsion paint shall be of approved premium quality manufactured by either Asian Paints/ Berger Paints/Nerolac Excel Paints or its equivalent. The coverage shall conform to the Manufacturer's specification. The colour / shade shall be as per schedule or as per the direction of Engineer-in-Charge. . The paint shall be brought to the site of work by the Contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a week's work. The materials shall be kept in the joint custody of the Contractor and the Engineer-in-Charge. The empty containers shall not be removed from the site of work till the relevant item of the work has been completed and permission obtained from the Engineer-in-Charge.

6.3.3 The Contractor shall invariably produce the Test Certificates and Bills with batch number and date, signed by an authorised person of the Manufacturer / Dealer, while seeking final approval of the Engineer-in-Charge for use on the Work.

6.4 SYNTHETIC ENAMEL PAINT

6.4.1 The Synthetic Enamel paint shall be of approved premium quality and shall conform to IS : 2923 (2003). The coverage shall conform to the Manufacturer's specification. The colour / shade shall be as per schedule or as per the directions of

Engineer-in-Charge. The paint shall be brought to the site of work by the Contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a week's work. The materials shall be kept in the joint custody of the Contractor and the Engineer-in-Charge. The empty containers shall not be removed from the site of work till the relevant item of the work has been completed and permission obtained from the Engineer-in-Charge.

6.4.2 The Contractor shall invariably produce the Test Certificates and Bills with batch number and date, signed by an authorised person of the Manufacturer / Dealer, while seeking final approval of the Engineer-in-Charge for use on the Work.

6.5 MATERIALS NOT SPECIFIED

6.5.1 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

6.6 SAMPLING AND TESTING OF MATERIALS

6.6.1 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 per sound engineering practice. Material conforming to the specifications and approved by the Engineer-in-Charge shall only be used by the Contractor.

6.6.2 All the sampling and testing shall be done at the Contractor's cost.

SIGNATURE OF TENDERER

7. DETAILED SPECIFICATIONS FOR ITEMS OF WORKS

7.1 GENERAL

7.1.1 Except where otherwise specified or authorized by the Engineer-in-Charge, all items of works executed by the contractor shall conform to the latest edition of the Bureau of Indian Standard Specifications and code of practices published by the B.I.S. Where no such specifications or code of practice exists the latest B.S.S codes of practice or any other equivalent / standard code of practice shall also be considered for adoption. The tenderer while indicating any such specifications shall enclose the full set of the publication so referred and not in extracts. Photostats / Xerox copies in duplicate shall be forwarded which shall not be returned to the contractor. In absence of any specification, the department deserves the right to adopt trade specifications and/or sound engineering practices for the specialized work as may be decided by the Engineer-in-Charge which shall be final, conclusive and binding on the contractor.

7.2 DISMANTLING/ DEMOLISHING / TAKING AWAY

7.2.1 The tenderer shall inspect the site and carry out the required investigation by himself about the present position and condition of the existing structures and assess the difficulties and the work involved in its dismantling and removal. It will be deemed that the tenderer has satisfied himself the condition of the structure and the nature of the work involved for the dismantling and removal and estimated its cost accordingly and port will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. The dismantling shall be done carefully without causing any damage to the remaining portions / structure.

7.2.2 Existing old roofing including ridges, hips, valleys, gutter etc., old tiled roofing with battens, boarding etc. are to be dismantled/ taken out as per the direction of Engineer-in-charge. All the dismantled usable materials shall be stacked at the area pointed out by the Engineer-in-charge and all unusable materials shall be disposed by the contractor.

7.2.3 All the dismantling works/ taken out shall be done carefully without causing any damage to the adjacent portion/ existing structure. The unserviceable dismantled/ cut materials shall be disposed off within 6kms of the work site and levelled as directed by the Engineer-in-Charge.

7.3 MIRROR POLISHING

7.3.1 Mirror polishing of marble, granite, or stone work, as required, shall be carried out in the ground and first floor of building to achieve a high gloss finish

7.4 PROVIDING MOSQUITO SHUTTERS

7.4.1 Mosquito shuttering to doors, windows, ventilators/ opening/ grills shall be fixed using powder coated aluminium section no.9948 of shell thickness of 1.5mm, along with SSnet having grade 316, SS handles 3"/2", SS hinges 3"/2", Magnet, tower bolt, spring, bush and beedings etc. complete as per the directions of the Engineer in charge.

7.5 REPLACING OLD GUTTER

7.5.1 The Contractor shall dismantle existing gutters and replace them with new gutter and the dismantled material has to be stacked within 50 metres lead. Accessories shall be precoated galvanised steel sheet roofing of 0.50 mm

(+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws.

7.6 REPLACING OLD MANGLORE TILE ROOFING

- 7.6.1 The Contractor shall dismantle existing tiled roofing with battens, boarding etc. complete including stacking of serviceable material within 50 metres lead.
- 7.6.2 Wooden battens in roofs shall be renewed, including making good the holes in wall and painting with oil type wood preservative of approved brand and manufacture complete, including removal of rubbish to the dumping ground within 50 metres lead as directed by the Engineer-in-charge
- 7.6.3 Finally, re-roofing shall be done with single Mangalore tiles including set in lime mortar and finished complete using the tiles supplied by the department free of cost as per the direction of Engineer-in-Charge

7.7 SCRAPPING & CLEANING OLD PAINTED SURFACE

- 7.7.1 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.
- 7.7.2 Whenever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed.

7.8 PAINTING-GENERAL

7.8.1 Commencing Work

Painting shall not be started until the Engineer-in-Charge has inspected the items to be used, satisfied himself about their proper quality and given his approval to commence the painting work with the approved materials. Painting of external surface shall not be done in adverse weather condition like hail storm and dust storm. Painting, except the priming coat, shall generally be taken in hand after practically finishing all other building works. The rooms should be thoroughly swept out and the entire building cleaned up, at least one day in advance of the Paint work being started.

7.8.2 Preparation of Surface

The surface shall be thoroughly cleaned and dusted off. All rust, dirt, scales, smoke splashes, mortar droppings and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Engineer-in-Charge after inspection, before painting is commenced.

7.8.3 Application

- 7.8.3.1 Before pouring into smaller containers for use, the Paint shall be stirred thoroughly in its containers, when applying also, the Paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform.
- 7.8.3.2 The painting shall be laid on evenly and smoothly by means of crossing and laying off, the latter in the direction of the grains of wood. The crossing and laying off consists of covering the area over with Paint, brushing the surface hard for the first time over and then brushing alternately in opposite direction, two or three times and then finally brushing lightly in a direction at right angles to the same. In this process, no brush marks shall be left after the

laying off is finished. The full process of crossing and laying off will constitute one coat.

- 7.8.3.3 No left over Paint shall be put back into the stock tins. When not in use, the containers shall be kept properly closed.
- 7.8.3.4 No hair marks from the brush or clogging of Paint puddles in the corners of panels, angles of mouldings etc. shall be left on the work.
- 7.8.3.5 In painting doors and windows, the putty round the glass panes must also be painted but care must be taken to see that no Paint stains etc. are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out in painting. However, bottom edge of the shutters where the painting is not practically possible, need not be done nor any deduction on this account will be done but two coats of primer of approved make shall be done on the bottom edge before fixing the shutters.
- 7.8.3.6 On painting steel work, special care shall be taken while painting over bolts, nuts, rivets overlaps etc.
- 7.8.3.7 The additional specifications for primer and other coats of Paints shall be as according to the detailed specifications under the respective headings.
- 7.8.3.8 **Brushes and Containers**

After work, the brushes shall be completely cleaned of Paint and linseed oil by rinsing with turpentine. A brush in which Paint has dried up is ruined and shall on no account be used for painting work. The containers when not in use, shall be kept closed and free from air so that Paint does not thicken and also shall be kept safe from dust. When the Paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean, and can be used again.

7.9 CEMENT PRIMER COAT

- 7.9.1 Cement primer coat is used as a base coat on wall finish of cement plaster before Paints are applied on them. The cement primer is composed of a medium and pigment which are resistant to the alkalies present in the cement in wall finish and provides a barrier for the protection of subsequent coats of Paints.
- 7.9.2 Primer coat shall be preferably applied by brushing and not by spraying. Hurried priming shall be avoided particularly on absorbent surfaces. New plaster patches in old work should also be treated with cement primer before applying Paints etc.
- 7.9.3 **Preparation of the Surface**

The surface shall be thoroughly cleaned of dust, old white or colour wash by washing and scrubbing. The surface shall then be allowed to dry for at least 48 hours. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of paris mixed with water on the entire surface including filling up the undulations and then sand papering the same after it is dry.

7.9.4 Application

The cement primer shall be applied with a brush on the clean dry and smooth surface. Horizontal strokes shall be given first and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks.

It shall be allowed to dry for at least 48 hours, before oil emulsion Paint is applied.

7.10 EXTERIOR PAINTING ON WALL

7.10.1 This paint shall be brought to the site of work by the Contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the Contractor and the Engineer-in-Charge. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

7.10.2 Preparation of Surface

For new work, the surface shall be thoroughly cleaned off all mortar dropping, dirt dust, algae, fungus or moth, grease and other foreign matter of brushing and washing, pitting in plaster shall make good, surface imperfections such as cracks, holes etc. should be repaired using white cement. The prepared surface shall have received the approval of the Engineer-in-Charge after inspection before painting is commenced.

7.10.3 Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its container, when applying also the paint shall be continuously stirred in smaller containers so that its consistency is kept uniform. Dilution ratio of paint with potable water can be altered taking into consideration the nature of surface climate and as per the recommended dilution given by manufacturer. In all cases, the manufacturer's instructions & directions of the Engineer-in-Charge shall be followed meticulously. The lids of paint drums shall be kept tightly closed when not in use, as by exposure to atmosphere, the paint may thicken and also dust may accumulate.

7.10.4 Paint shall be applied with a brush on the cleaned and smooth surface. Horizontal strokes shall be given, First and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks.

7.10.5 The specifications in respect of scaffolding, protective measures, measurements and rate shall be as described under 2.4 above.

7.11 WALL PAINTING WITH PREMIUM ACRYLIC INTERIOR EMULSION PAINT

7.11.1 The wall surface shall be prepared as specified in Clause 15.5.2 above.

7.11.2 **Application:** The number of coats shall be as stipulated in the item. The Paint will be applied in the usual manner with brush, spray or roller. The Paint dries by evaporation of the water content and as soon as the water has evaporated the film gets hard and the next coat can be applied. The time of drying varies from one hour on absorbent surfaces to 2 to 3 hours on non-absorbent surfaces. The thinning of emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the under coat which is applied on the absorbent surface. The quantity of water to be added shall be as per manufacturer's instructions. The surface on finishing shall present a flat velvety smooth finish. If necessary more coats will be applied till the surface presents a uniform appearance.

7.11.3 Precautions

(a) Old brushes if they are to be used with emulsion Paints, should be completely dried of turpentine or oil Paints by washing in warm soap water. Brushes should be quickly washed in water immediately after use and kept immersed in water during break periods to prevent the Paint from hardening on the brush.(b) In the preparation of wall for plastic emulsion painting, no oil base putties shall be used in filling cracks, holes etc. (c) Splashes on floors etc. shall be cleaned out without delay as they will be difficult to remove after hardening. (d) Washing of surfaces treated with emulsion Paints shall not be done within 3 to 4 weeks of application.

7.11.4 Measurements

The length and breadth shall be measured correct to a cm. Measurements of the work under this head shall be made on the basis of the area of work done and the rate quoted shall include the cost of labour, materials scaffoldings etc. required for the completion of the work.

7.12 APPLYING SYNTHETIC ENAMEL PAINT

7.12.1 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.

7.12.2 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. The primers and paints used shall be of approved quality.

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.

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY

REPAIRING AND PAINTING OF QUARTER NO.NVI/6

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

**PROFORMA OF UNDERTAKING THAT NO CHANGES HAVE BEEN MADE
IN THE TENDER DOCUMENT DOWNLOADED**

I/We.....
.....

.....
.....do hereby confirm that no changes have been made in
the Tender document downloaded and submitted by us for the Tender No
.....

Yours faithfully,

Signature :

Name & Designation

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

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

To

The Chief Engineer
Cochin Port Authority,
Cochin 682009.
Kerala, India.

Dear Sir,

We _____
do hereby confirm that Mr./Ms./Messrs _____ **[INSERT
NAME AND ADDRESS]**, whose signature is given below, is /are authorized to
represent us to bid, negotiate and conclude the agreement on our behalf with you
against Tender for “**REPAIRING AND PAINTING OF QUARTER NO.NVI/6**”.

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

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

Signature with seal
(Authorized Signatory)

**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 forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. Notwithstanding anything contained herein :

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

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

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

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

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