



COCHIN PORT TRUST

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TENDER DOCUMENT

**FOR THE WORK OF PAINTING OF
MARINE LOADING ARMS, PIPELINES,
MONITOR TOWERS AND STRUCTURES
AT COCHIN OIL TERMINAL**

(TECHNICAL BID)

(e-Tendering Mode)

Website: www.tenderwizard.com/COPT

Tender No. D3/T-2/COT/Painting/20-M

**COCHIN PORT TRUST,
CHIEF MECHANICAL ENGINEER'S OFFICE,
COCHIN - 682 009.**

Price : Rs.3,150/- (3000 + 5% GST)

COCHIN PORT TRUST

MECHANICAL ENGINEERING DEPARTMENT

Tender No: D3/T-2/COT/Painting/20-M

Tender for the work of “Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal”

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**SECTION I
COCHIN PORT TRUST**

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



Tender No.D3/T-2/COT/Painting/20-M

Date: 19-03-2020

1. NOTICE INVITING TENDER

1. Electronic Tenders (**e-tenders**) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], are invited by The Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin-682 009 from reputed Contractors meeting the Minimum Eligibility Criteria specified below for the work of *'Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal'*

2. Minimum Eligibility Criteria:

a) Experience

The tenderers should have experience of having successfully completed similar works during the last 7 (seven) years ending 29th February, 2020 should be either of the following :

- i) Three similar completed works each costing not less than **Rs.15,86,000/-**
(OR)
- ii) Two similar completed works each costing not less than **Rs.19,82,500/-**
(OR)
- iii) One similar completed work costing not less than **Rs.31,72,000/-**

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March, 2019 (viz. 2016-17, 2017-18 and 2018-'19) should be atleast **Rs.11,89,500/-**.

Explanatory notes to a) & b):

Note 1:- Similar works means painting of pipe lines and other structures at oil terminals/petrochemical industries /Refineries.

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 1.1

Year before	Multiplying factor
One year [February 2019]	1.07
Two years [February 2018]	1.14
Three years [February 2017]	1.21
Four years [February 2016]	1.28
Five years [February 2015]	1.35
Six years [February 2014]	1.42

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

Note 4:- Tenderer should submit self attested/notarized copies of Work Order and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.

Note 5:- A statement duly certified by the Chartered accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2016-17, 2017-18 and 2018-19) and audited financial statements for the above three financial years shall be submitted.

3. Other Eligibility Considerations:

3.1 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 etc.

3.2 The bidders having EPF and ESI registration only shall be considered for qualification in the tenders.

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

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

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

Table 1.2

Sl. No.	Particulars	Date and Time
1	Tender e-publication date	19-03-2020
2	Download period of Bid Documents	19-03-2020 to 08-04-2020 upto 14:00 hrs.
3	Date of Pre-Bid meeting	27-03-2020 at 11:00 hrs.
4	Last date for seeking clarifications	Upto 11:00 hours on 27-03-2020
5	Last date and time of submission of Bid	08-04-2020 upto 15.00 hrs
6	Date and time of opening the Technical Bid	08-04-2020 after 15.30 hrs
7	Date and Time of opening of Financial bids of Technically qualified bidders	Will be announced later

ii) Bid information :

Table 1.3

i)	Estimated Amount put to Tender	Rs.39,65,000/-
ii)	Earnest Money Deposit	Rs.39,650/- to be furnished either through Account Payee Demand Draft / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust, payable at Kochi from any Commercial Bank in India.
iii)	Cost of Bid document	Rs.3,150/- (Rs.3,000/- + 5% GST) (Non-refundable) furnished either through Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, from any Commercial Bank in India being the cost of single copy of the tender document
iv)	Validity period of Tender	120 days from the Last Date for Receipt of Tenders.
x)	Time for Completion	45 days

5. This work essentially comprises of surface preparation and painting of Marine Loading Arms, Fire Water Pipelines, Foam Pipelines, Crude Oil and other Product Lines, Fire Monitor Towers and Base Monitors, Foam Tanks, Cable

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

Trays, Hand Rails, Lamp Posts etc. installed at Cochin Oil Terminal (COT) situated in the Ernakulam Channel at Willingdon Island, as per the Scope Work indicated in the Tender Document. As the Cochin Oil Terminal is situated in the Ernakulam Channel, there is no road access to reach at COT. The means of access to COT is by Boat either from Ernakulam Boat Jetty or from Willingdon Island. The Contractor shall arrange proper means of transport of his own, for transporting his materials, equipments & fixtures, labour etc. to the worksite to execute the contract.

6. All the Bidders are advised 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 Work. Cochin Port will facilitate the inspection of work site to the interested bidders on the date of Pre-bid meeting. The Bidders are advised to utilize this opportunity for visiting the work site. The bidders proposing to visit the worksite on the date of Pre-bid meeting are required to send the relevant details of their representatives along with copy of proof of identity of personnel proposing to visit the site by e-mail or Fax on or before 25-03-2020. The request of bidders for visiting the worksite on other days will be subject to Port convenience.
7. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal, which can be downloaded. The cost of bid document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, Cochin Port Trust, along with the submission of bid.
8. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider M/s. **KEONICS** by paying the registration amount of **Rs.1180/-** by online payment using Credit/Debit Card/Net Banking or DD in favour of "KSEDCL, Bangalore".
9. 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. 080-49352000/9605557738.
10. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document.
11. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of bidders etc., if any, issued by CoPT, from the website before submission of the bid. Any shortfall in submissions of the said Addenda/Amendments/Errata/Replies to the queries of bidders etc., duly signed along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.
12. All bids are to be submitted **online only** on the website www.tenderwizard.com/COPT. No bids shall be accepted off-line (Hard copy).
13. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

- connectivity, at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures.
14. The bidder shall submit the originals of DD/ Bankers Cheque towards the cost of tender and EMD, Power of Attorney, if applicable along with letter of submission in a sealed cover to the **Chief Mechanical Engineer, Cochin Port Trust, W/Island, Cochin – 682 009, KERALA**, before opening date and time of the tender. **Non submission of the original financial instruments towards cost of Tender Document and EMD, before opening date and time will make the tender liable for rejection.**
 15. Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India Enterprises under “Single Point Registration Scheme” of Ministry of MSME for similar nature of works shall be eligible for issue of tender document free of cost and exemption from payment of Earnest Money Deposit. **They are required to submit documentary proof of registration along with the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – tendering Portal. If Registration Certificate does not contain to the category of similar works mentioned in the Minimum Eligibility Criteria, the tender will be rejected.**
 16. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.
 17. This tender notice shall form part of the tender document and are to be signed and submitted along with the tender.

Sd/-

CHIEF MECHANICAL ENGINEER

TeleFax: 91 0484 2666639

Email : cme@cochinport.gov.in

: dcmecpt@gmail.com

SECTION I

COCHIN PORT TRUST

2. INSTRUCTIONS TO TENDERERS

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SECTION I

COCHIN PORT TRUST

2. INSTRUCTIONS TO TENDERERS

1. Introduction

- 1.1 Sealed tenders in two-cover system are invited from eligible Tenderers for the work of '*Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal*' as per the scope of work given in General Description of Work, Section III of this tender document.

2. General Instructions

- 2.1 The Work is to be executed as described in the Bid document and in particular in the General Description of Work, Special Conditions of Contract, Bill of Quantities in general includes, but is not limited to, supplying all materials 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 Engineer-in-Charge of the Work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the Work in the location. 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 etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the Work in accordance with this Bid Document including 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 finalisation of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

- 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 The 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 Telex/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 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 Trust. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
- 2.11 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Mechanical Engineer, Cochin Port Trust, Cochin – 682009 shall be the deciding authority with regard to the intention of the document, which shall be binding on the Bidder.
- 2.12 Any error in description and any omissions there from shall not vitiate the contract or release the Contractors from the execution of whole Work or any part of the works comprised therein, according to drawing and specifications or from any of his obligations under the contract.
- 2.13 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 Mechanical Engineer, Cochin Port Trust directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.
- 2.14 **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. as 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.**
- 2.15 **The Contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. Work Order shall be issued only to the Contractors who are registered under EPF organisation and ESI Corporation. The Contractors shall regularly remit the employer and employee contribution to the**

authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of Contractor.

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

2.17 Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India and Enterprises under “Single Point Registration Scheme” of Ministry of MSME for similar nature of works shall be eligible for issue of tender document free of cost and exemption from payment of Earnest Money Deposit. They are required to submit the duly notarized documentary proof of such registration, which should be valid at the time of bidding, along with the offer uploaded in the e-tender Portal, for claiming the available exemptions. **If Registration Certificate does not pertaining to the Category of “Similar Works” mentioned in this tender document, the tender will be rejected.** The exemption is allowed as above only for the EMD and Cost of Tender Fee charges and not for any other charges or Deposits.

3. Invitation for Bids:

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

4. Downloading of Tender Documents:

Tender documents can be downloaded from the e-Tendering portal 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 or Central Public Procurement (CPP) Portal. Demand Draft / Banker’s Cheque for cost of tender document drawn in favour of the Financial Adviser & Chief Accounts Officer (FA & CAO), CoPT from any Commercial Bank having its branch at Kochi 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. The Port’s Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port’s tender document and the one submitted by the tenderer, the Port’s document shall prevail. For the discrepancies found at any time, the tenderer shall be liable for legal action.

5. One Bid per Bidder:

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

6. The Bidder

The Bidder shall be a single entity only.

7. Cost of Bidding:

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

8. Site visit:

All the Bidders are advised 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 Work.

9. Clarification of the Bidding Documents:

- 9.1 The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them at least by 27-03-2020 at 11:00 hrs. It is to be noted that no queries, clarifications will be answered after this date.

CHIEF MECHANICAL ENGINEER,
COCHIN PORT TRUST,
WILLINGDON ISLAND,
KOCHI-682009,
KERALA, INDIA.

Ph:- 91-0484-2666639/2582300.

Fax:-91-0484-2666639.

Email:cme@cochinport.gov.in;

dcmecpt@gmail.com

9.2 Pre-Bid Meeting:

A prospective Tenderer requiring any clarification of the tender shall submit their queries in writing/e-mail in advance before 11.00 hrs. on 27-03-2020. The Pre-Bid meeting will be held at CME's Office , Cochin Port Trust on 11.00 hrs. on 27-03-2020. The clarifications of these queries will be hosted in the Cochin Port's website, e-tendering portal and central public procurement portal on later date and Final date of submission of tender shall be intimated accordingly.

No queries will be entertained after the Pre-Bid meeting.

10. Amendment of Bidding Documents:

The Chief Mechanical Engineer , Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda/corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum/ corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port and CPP Portal. It is the responsibility of the Bidders to download such addenda / corrigenda hosted in

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

the website and submit the same duly signed along with the Bid. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the web site.

11. Preparation of bids:

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

12. Minimum Eligibility Criteria:

a) Experience

The tenderers should have experience of having successfully completed similar works during the last 7 (seven) years ending 29th February, 2020 should be either of the following :

- i) Three similar completed works each costing not less than **Rs.15,86,000/-**
(OR)
- ii) Two similar completed works each costing not less than **Rs.19,82,500/-**
(OR)
- iii) One similar completed work costing not less than **Rs.31,72,000/-**

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March, 2019 (viz. 2016-17, 2017-18 and 2018-'19) should be atleast **Rs.11,89,500/-**.

Explanatory notes to a) & b):

Note 1:- Similar works means painting of pipe lines and other structures at oil terminals/petrochemical industries/refineries.

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 1.1

Year before	Multiplying factor
One year [February 2019]	1.07
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Three years [February 2017]	1.21
Four years [February 2016]	1.28
Five years [February 2015]	1.35
Six years [February 2014]	1.42

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

Note 4:- Tenderer should submit self attested/notarized copies of Work Order and certificate of satisfactory completion from the Client in support of contracts having been executed as proof

Note 5:- A statement duly certified by the Chartered accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2016-17, 2017-18 and 2018-'19) and audited financial statements for the above three financial years shall be submitted.

13. Other Eligibility Considerations:

- 13.1 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 etc.
- 13.2 The bidders having EPF and ESI registration only shall be considered for qualification in the tenders.

14. Bid Prices:

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

14.2 Currencies of Bid and Payment:

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

15. Bid Validity:

- 15.1 Bids shall remain valid for a period not less than one hundred twenty days (120) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the Cochin Port, the earnest money deposited by the tenderer shall be forfeited.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that Bidder may extend the period of validity for an

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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).

16. Bid Security / EMD:

16.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.39, 650/- (Rupees Thirty Nine Thousand Six hundred and Fifty only)**. EMD shall be furnished either through Demand Draft / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust payable at Kochi, from any Commercial Bank in India. The Earnest Money Deposit will not carry any interest. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.

16.2 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

17. No Alternative Proposals by Bidders:

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

18. Format and Signing of Bid:

18.1 Tenderer shall prepare one set of his Tender, duly completed and signed, along with other documents mentioned hereinafter. Form of Bid shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. 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.

18.2 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 authorising him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the tender satisfactory evidence of

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

the authorisation. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

19. Bid Submission:

- 19.1 Bid shall be submitted in prescribed form in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid** through e- tender mode before 15:00 hrs. on 08-04-2020.
- 19.2 Part-I, the **Technical Bid** document, the scanned copies of the documents as detailed in clause 21 below shall be submitted through e-Tendering mode on www.tenderwizard.com/COPT.
- 19.3 Part-II, Price Bid (Schedule-II) in the provided format shall be submitted **only through e-tendering mode on www.tenderwizard.com/COPT** before 15.00hrs on 08-04-2020. **In no case shall filled in Price Bid (Schedule II) be submitted in hard copy, as it shall result in rejection of the tender.**
- 19.4 Tenders shall be submitted “**online**” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the required documents such as DD / Pay Order / Banker’s Cheque towards the cost of tender and EMD; proof of experience, financial details etc. through the e-tendering portal.
- 19.5 The Bidder shall submit Original (i) DD / Bankers Cheque towards the cost of tender (ii) DD / Pay Order / Bankers Cheque towards EMD, (iii) Power of Attorney, if applicable along with letter of submission in a sealed cover, superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name & address of the tenderer, either in person or sent by registered post/ courier to the Chief Mechanical Engineer, **Cochin Port Trust, W/Island, Cochin - 682009, KERALA**, on or before the last date and time of submission of Bids. The above sealed cover containing financial instruments, Power of Attorney , if applicable along with letter of submission brought in person, shall be submitted in Chief Mechanical Engineer’s office / put in the designated Tender Box on or before the last date and time of submission of Bids.
- 19.6 **Tenders without submitting the original documents towards Cost of Tender document and EMD as above, on or before the last date and time of submission of Bids, will make the tender be liable for rejection.**
- 19.7 Hard copy of Part-I, Technical Bid Document and scanned copies of documents as per Clause 20 below except the Financial Bid, which are submitted through e-tendering mode on www.tenderwizard.com/COPT, shall also be submitted to the Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin – 682 009, Kerala in a sealed cover superscribing thereon the Tender Number and name of work, date notified for submission of the tender and name of the tenderer on or before the last date and time of submission of Bids. Hard copy of Part-I, Technical Bid Document brought in person, shall be submitted in Chief Mechanical Engineer’s office / put in the Tender Box on or before the due date specified above.

20. Information Required in the Bid

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

- a) Bid Security/ Earnest Money Deposit as described in Clause 16.1 above
- b) Cost of Tender Document
- c) Check List as per Schedule I
- d) Letter of Submission (vide Annexure - 1)
- e) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide Annexure - 2)
- f) Details of experience as per Annexure - 3 and Certificates in proof of experience in similar works as detailed under Clause 12 of Instruction 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 and copy of connected work order shall be attached. The certificate shall invariably contain the following among other things.
 - a) Details of work involved specifying the nature of work
 - b) The completion cost of the work and
 - c) Date of commencement ; and
 - d) Date of completion of the work.
 - (2) The works indicated in Annexure-3 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments.
- g) Audited Financial Statements of the tenderer for the last three financial years ending 31st March 2019 (viz. 2016-'17, 2017-'18 and 2018-'19).
 - h) Form of Bid duly signed and sealed.
 - i) Bid document including all addenda/corrigenda.**
 - j) Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the company as the case may be.
 - k) Copies of PAN, GST, EPF and ESI registration
 - l) Documentary proof for NSIC registration, if applicable.
 - m) A Declaration to the effect that (vide Annexure - 4):-
 - i) No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
 - ii) We have quoted for all the 14 line items in the Financial Bid.
 - iii) We have not made any payment or illegal gratification to any persons/

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

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 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 authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
- n) Details of the Party opting for Refund of EMD through e – payment system as per Annexure 5.
- o) Bank information for e- Payment system as per Annexure 6.

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

21. List of documents to be uploaded for online submission of Technical Bid

- i) Scanned copy of financial instruments towards cost of tender document and EMD / Bid Security.
- ii) Scanned copies of Annexures 1 to 6, duly signed.
- iii) Scanned copy of Form of Bid duly signed.
- iv) Scanned copy of Partnership Deed / Registration Certificate of the Company, as the case may be.
- v) Scanned notarized copies of completion certificates and work orders / agreement of similar works.
- vi) Scanned copies of Audited Financial statements for the last three years.
- vii) Technical Bid document including all addenda/corrigendum and General Conditions of Contract with Amendments in PDF format.

22. Deadline for Submission of the Bids:

E-tenders attaching all documents shall be submitted 'on-line' in the e tender portal strictly in accordance with the terms and conditions of tender document before the time and the day notified in Table 1.2 of NIT.

The Original DD / Pay Order / Bankers Cheque towards the cost of tender and EMD, Power of Attorney along 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 Mechanical Engineer, Cochin Port Trust, Cochin-9, on or before the time and the day notified in Table 1.2 of NIT.

23. Late Bids

Any Bid received by the Employer after the Bid due date will be returned

unopened to the bidder.

24. Bid Opening

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

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

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

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

25. Bid Opening – Price Bid

Price Bid of those Tenderers found responsive in the evaluation of Technical bid, will be opened later. The date and time of opening of the Price Bid will be announced in the e-tender portal; separate communication will not be sent to the bidders. The Bidder's name, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

26. 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.

27. Examination of Bids and Determination of Responsiveness

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

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

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

28. Correction of Errors:

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

- (a) Where there is a discrepancy between the figures and in words, the words will govern;
- (b) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Bid security shall be forfeited in accordance with Clause 16.

29. Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 27. 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 28;
- (b) making appropriate adjustments to reflect discounts or other price

modifications offered.

In order to determine the lowest evaluated bid price, the total price of all the 14 line items mentioned in the Bill of Quantities will be considered by the Employer.

30. 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.

31. Alternative conditions and Proposal:

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

32. Award of Contract:

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

- (a) Eligible in accordance with the provisions of Clause 12, and
- (b) Qualified in accordance with the provisions of Clause 12.

33. Release of Bid Security / EMD:

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

34. Performance Security:

34.1 Within not later than 21 days for domestic bids and 28 days for international bids from the date of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of Bank Guarantee (BG) for an amount equivalent to 10% of the Contract price rounded off to the nearest Rs. 1000/- in the following forms:

- (i) Banker's Cheque / Demand Draft / Pay Order of a Scheduled Bank.
- (ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any scheduled bank operating in India as per the proforma.

34.2 If the performance security is provided by the successful Bidder in the form of

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

a Bank Guarantee, it shall be issued by a Nationalised / Scheduled Indian bank having its branch at Kochi acceptable by ***Cochin Port Trust***. The BG shall be issued in favor of ***Cochin Port Trust*** in the Format enclosed in Annexure A of Section II.

- 34.3 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.

35. Signing of Agreement:

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

36. Fraud and Corrupt Practices:

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

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

- (a) "corrupt practice" means

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

- (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 TENDERER

COCHIN PORT TRUST

SECTION I

3. FORM OF BID

To

The Board of Trustees,
Cochin Port Trust

Through

The Chief Mechanical Engineer
Cochin Port Trust, Cochin -9

Tender for the work of *Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal*”.

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

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

MEMORANDUM

- | | |
|--------------------------------|---|
| a) General description of work | : <i>Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal</i> ” |
| b) Estimated cost | : Rs.39,65,000/- |
| c) Earnest Money | : Rs.39,650/- |
| d) Security Deposit | : 10% of the value of the contract awarded or the value of the work done whichever is higher. |

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

- e) Time allowed for commencement of work from the date of receipt of Letter of Acceptance : 5 days
- f) Time allowed for the completion of work from the date of receipt of Letter of Acceptance : 45 days
- g) Schedule, specifications, conditions, drawings etc. : As per the 'Contents' sheet attached

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

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

The sum of Rs.....is hereby forwarded in Bankers Cheque or Demand Draft or Pay Order of a scheduled bank drawn in favour of Financial Adviser and Chief Accounts Officer of the Port Trust as earnest money (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should I/We fail to commence the work specified in the Contract data or should I/We not deposit the full amount of Performance Security specified in the above Memorandum in accordance with clause 52 of the said conditions of contract otherwise the said sum of Rs.....shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Clause 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 20....

Signature of the Tenderer

Address :
Witness :
Address :
Occupation :

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

ACCEPTANCE

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

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

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

Dated.....

**Chief Mechanical Engineer
Cochin Port Trust**

**COCHIN PORT TRUST
SECTION I**

4. FORM OF AGREEMENT

AGREEMENT No. ... of

AGREEMENT FOR THE WORK OF PAINTING OF MARINE LOADING ARMS, PIPELINES, MONITOR TOWERS AND STRUCTURES AT COCHIN OIL TERMINAL”

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

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

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

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

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

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

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

MEMORANDUM

- | | |
|--------------------------------|--|
| a) General description of work | : <i>Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal</i> |
| b) Estimated cost | : Rs.39,65,000/- |
| c) Tendered cost | : Rs. |
| d) Earnest Money | : Rs.39,650/- |
| e) Security Deposit | 10% of the value of the contract awarded or the value of the work done whichever is higher. |

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

- f) Time allowed for commencement of work from the date of receipt of Letter of Acceptance : 5 days
- g) Time allowed for the completion of work from the date of receipt of Letter of Acceptance : 45 days
- h) Schedule, specifications, conditions, drawings etc. : As per the '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 Trustees of COCHIN PORT TRUST, the CHIEF MECHANICAL ENGINEER has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

Signed, sealed and delivered

By Shri.....

of M/s.....

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :

1) Signature with address :

2) Signature with address :

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

EMPLOYER

Signed and affixed the common seal of

Board of Trustees of the Port of Cochin

In the presence of

1)

2)



COCHIN PORT TRUST

SECTION I

5. 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 Key Personnel (i) (ii)	(9)
2	The Employer is	(1)
	The Board of Trustees, Cochin Port Trust, Cochin – 9.	
	Name of Authorized Representative:	
	Name : Dr. M. Beena, The Chairman, Cochin Port Trust, Cochin – 9.	
3	The Engineer is	
	Name : Shri. V. Thuraipandian, Chief Mechanical Engineer, Cochin Port Trust, Cochin – 9.	
	Name of Nominee Will be notified in LoA	
4	Name of Contract :- The work of painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal, Cochin Port Trust Tender No: D3/T-2/COT/Painting/20-M	(1)
5	8 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 tender website and e – tendering portal. www.cochinport.gov.in www.tenders.gov.in www.tenderwizard.com/COPT	(7.2)
7	The Intended Completion Date for the whole of the Work is 45 (forty-five) days (including Sundays & Holidays) from the date of receipt of Letter of Acceptance, with the	(17,28)

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

Sl. No.	Description	Reference Clause No. in GCC		
	following milestones:			
8	<p>Milestone dates:</p> <table border="1"> <tr> <td>Physical works to be completed</td> <td>Period from the date of receipt of LoA to proceed with the work</td> </tr> </table> <p><i>The activity wise schedule needs to be submitted by the Contractor within one week on receipt of LoA. This needs to be strictly followed for the timely completion of the work.</i></p>	Physical works to be completed	Period from the date of receipt of LoA to proceed with the work	
Physical works to be completed	Period from the date of receipt of LoA to proceed with the work			
9	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> (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) 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 7 days of date of the Letter of Acceptance.	(27)		
11	<p>The site possession date The site will be handed over within 5 days after issue of LoA, free from encumbrances.</p>	(21)		
12	The start date shall be 5 days from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.	(1)		
13	The site is Cochin Oil Terminal located in Ernakulam Channel, Cochin Port Trust, Willingdon Island			
14	The Defects Liability Period is One year from the date of completion of the Work for all works.	(36)		
15	The minimum insurance cover for physical property, injury and death is(Rupees.....) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13)		

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

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 Rs.2,000/-	(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. :N/A	(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 : N/A	[51]
	The advance payments as applicable to the contract subject to the conditions as per Clause 51 of GCC are: N/A	[51]
25	Repayment of advance payment for mobilization : N/A	[51]
26	Repayment of advance payment for Construction and Equipment : N/A	[51]
27	Repayment of Secured Advance : NA	[51.6]
28	The date by which “as-built” drawings are required is within 30 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 Rs.5000/- :N A	(58)
30	Schedule of Rates Applicable: DSR 2014 + 44.76% :NA	
31	Base Rate for materials to be considered for price variation N/A	(47)
32	Permissible wastage on theoretical quantities of : NA (a) Cement : (b) (c) 2% (b) Steel Reinforcement and structural steel sections for each diameter, section and category : 5.99 %	(47)

COCHIN PORT TRUST

SECTION I

6. ANNEXURES

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2	2	Proforma of Power-of-Attorney / Letter of Authority	35
3	3	Details of Past Experience of Contractors for Similar Works	36
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COCHIN PORT TRUST

‘Painting of Marine Loading Arms, Pipe lines, Monitor Towers and structures at Cochin Oil Terminal.’

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

Date :

To

The Chief Mechanical Engineer,
Cochin Port Trust.

Sir,

Sub. : ***‘Painting of Marine Loading Arms, Pipe lines, Monitor Towers and structures at Cochin Oil Terminal.’***

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) Tender Document along with Addendum No. ----
- (ii) Power of Attorney (Annexure 2)
- (iii) Details of the past experience of similar works to fulfill the “Minimum Eligibility Criteria” (Annexure 3) and Certificates
- (iv) Audited Financial Statements for the last three financial year
- (v) Declaration (Annexure 4)
- (vi) Bid Security / EMD In the form of DD / Pay Order / Banker’s Cheque bearing No ----- dated ----- for Rs..... Issued bybank.
- (vii) Bankers Details (Annexure 5 & 6)
- (viii)
- (ix)

Signature

(Authorised Signatory)

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

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

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

Dear Sir,

We _____

do hereby confirm that Mr./Ms./Messrs _____ [*INSERT NAME AND ADDRESS*], whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender for '*Painting of Marine Loading Arms, Pipe lines, Monitor Towers and structures at Cochin Oil Terminal.*'

- Tender No. **D3/T-2/COT/Painting/20-M**

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

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

COCHIN PORT TRUST

‘Painting of Marine Loading Arms, Pipe lines, Monitor Towers and structures at Cochin Oil Terminal.’

DETAILS OF SIMILAR WORKS COMPLETED BY THE TENDERER DURING THE LAST SEVEN YEARS ENDING 29-02-2020

Sl. No.	Details of work including reference number and date of work order & completion certificate	Total Value of Contract in INR	Duration of Contract			Owner’s Complete address with TeleFax/Phone/ e-mail address of contact person
			Actual date of commencement	Scheduled completion date as per work order	Actual completion date	
1	2	3	4	5	6	7

Note: Bidder shall enclose copies of each work orders & completion certificate issued by Client, certified by a Notary Public or equivalent certifying authority.

SIGNATURE OF TENDERER

COCHIN PORT TRUST

‘Painting of Marine Loading Arms, Pipe lines, Monitor Towers and structures at Cochin Oil Terminal.’.

DECLARATION

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

1. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
2. We have quoted for all the 14 line items indicated in the Bill of Quantities – Schedule-II. We understand that in case the rates are not quoted for all the 14 line items, our tender will be treated as non-responsive and will be summarily without making any further reference to the bidder.
3. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
4. We disclose with that we have * made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
5. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port’s tender document and the one submitted by the tenderer, the Port’s document shall prevail.

Signature

(Authorised Signatory)

** Note: Delete whichever is not applicable.*

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

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

E-Mail ID : (For forwarding information of remittance)

Mobile No :

Signature of the Party

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 of the party with seal

COCHIN PORT TRUST

Tender No: D3/T-2/COT/Painting/20-M

Tender for the work of “Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal”

SCHEDULE – I

**LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER
IN PART-I, TECHNICAL BID**

Sl. No	Clause Ref. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.) & Ref. of page No.
1	Table 1.3 (iii) of Notice Inviting Tender	Cost of Tender Documents – Rs.3,150/-/- in the form of DD/Banker’s cheque	
2	Cl.No:16.1 of Instruction to Tenderer	EMD for Rupees Rs.39,650/- (Rupees Thirty Nine Thousand Six Hundred Fifty only) in the form of DD/Banker’s cheque	
3	Cl.No.20.1 of Instruction to Tenderer	Letter of submission as per Annexure-I	
4	Cl.No.20.1 of Instruction to Tenderer	Power of Attorney duly authenticated by Notary Public Annexure-2	
5	Cl.No.12 of Instruction to Tenderer	Information regarding experience of having executed similar works as per Annexure-3 along with notarized copies of works orders and completion certificate issued by the Clients.	
6	Cl.No:12 of Instruction to Tenderer	Statement of Average Annual Financial Turnover during last three years ending 31-03-2019 certified by Chartered Accountant along with audited financial statements.	
7	Cl.No.18.1 of Instruction to Tenderer	Tender document duly filled in except price schedule (Schedule – II) and addendum, duly signed and stamped on all the pages	
8	Cl.No:18.2 of Instruction to Tenderer	Partnership Deed or Memorandum and Article of Association of the Company and Registration Certificate	

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

		of the company as applicable.	
9	Cl.No: 7.1.6 of Instruction to Tenderer	Documents in support of PAN/GST/EPF and ESI Registration	
10	Cl.No:2.17 of Instruction to Tenderer	Documentary Proof of NSIC registration, if applicable	
11	Cl.No:13.1 (ii) of Instruction to Tenderer	Detailed information regarding current litigation, if any, in which the tenderer is currently involved.	
12		Annexure 4 to Annexure-6 duly filled and signed	

Note : All the documents submitted by the tenderer shall be neatly bound / filed and page numbered and properly marked. Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

Tenderers Signature..... with seal

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SECTION –II

COCHIN PORT TRUST

1. GENERAL CONDITIONS OF CONTRACT - PARTS A TO G

Sl. No.	Part	DESCRIPTION	Page No.
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2	B	Part B - Time Control	CC 18
3	C	Part C - Quality Control	CC 22
4	D	Part D - Cost Control	CC 24
5	E	Part E - Finishing the Contract	CC 37
6	F	Part F - Labour Laws and Miscellaneous Clauses	CC 42
7	G	Part G - Salient features of some major laws applicable to establishments engaged in construction work.	CC 59

SECTION II

GENERAL CONDITIONS OF CONTRACT ATTACHED SEPARATELY

SECTION –II

COCHIN PORT TRUST

2. FORM OF SECURITIES (ANNEXURE A)

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1	A	Proforma of Bank Guarantee for Performance Guarantee / Security Deposit	46

SECTION II

Annexure –A

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

GUARANTEE/ SECURITY DEPOSIT

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

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

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

(Name of the Contractor/s)

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

(Name of the Department)

date _____ made between the Contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment 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

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

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.

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

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.

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SECTION –III

COCHIN PORT TRUST

1. GENERAL DESCRIPTION OF WORK

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SECTION –III

COCHIN PORT TRUST

1. GENERAL DESCRIPTION OF WORK

1. General

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

The materials and workmanship shall satisfy the relevant 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.

2. Scope of Work

The “Scope of Work” of *‘Painting of Marine Loading Arms, Pipe lines, Monitor Towers and structures at Cochin Oil Terminal’* as per the Painting Scheme indicated below, includes the following but is not limited to:

Sl. No.	Name of Structure	Scope of work	Approx. Surface Area in m ²
1	Marine Loading Arms 3 Nos.	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p>Areas to be covered: All the three Marine loading arms, including structure, junction boxes, swivel joints etc.</p>	330
2	Fire Water pipeline (16”, 12”, 8” & 4”)	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p>Areas to be covered: Entire Fire Water pipe line from the Pump house to Monitors including all the supports, fittings and the branch lines (Approx. length : 16”-290 m, 12”- 15m, 8”- 100m, 4”-135m)</p>	480
3	Foam pipeline(4” & 3”)	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p>Areas to be covered: Entire Foam pipe line from the Foam Tank to Monitors</p>	150

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

		<i>including all the supports, fittings and the branch lines (Approx length-323 m)</i>	
4	<i>30"Crude Oil pipeline</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p>Areas to be covered: Entire 30" Crude Oil pipeline from the 12" Connections near MLAs up to the new 30" pipeline near elevated pedestal, including all the supports, fittings –(Approx. length 50 Mtrs)</p>	125
5	<i>30"White Oil pipeline</i>	<p>a)Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b)Painting: As per the painting scheme.</p> <p>Areas to be covered: Entire 30" White Oil pipeline from the 16" flanges near 30" Tee fitting up to the cemented portion of the submerged under water pipeline, including all the supports, fittings –(Approx. length 130Mtrs)</p>	310
6	<i>16" Furnace Oil pipeline</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p>Areas to be covered: Entire FO line from the downstream of MLAs up to the cemented portion of the submerged under water pipeline, including all the supports, fittings and the 12" branch lines to the MLAs (Approx. length 220 Mtrs)</p>	330
7	<i>16" White oil pipeline</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p>Areas to be covered: Entire White oil line from the downstream of MLAs up to the cemented portion of the submerged under</p>	310

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

		<i>water pipeline, including all the supports, fittings and the 12” branch lines to the MLAs -(Approx. length 210 Mtrs).</i>	
8	<i>oil pipelines 12”,8”& 4” and valves</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme. (Approx. length 12”-95 m, 8”-10m, 4”-65)</p>	120
9	<i>Monitor Towers (1,2,3 & 4)</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p>Areas to be covered : Entire members of the tower including ladders, electrical fixtures etc.</p>	400
10	<i>Fire Monitors- 4 Nos.</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p>Areas to be covered : All the four Fire Monitors, including Gear Boxes, junction boxes etc.</p>	12
11	<i>Foam Tank- 2 Nos.</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p><i>Entire tank including the inspection tank, supports and fixtures including bolts and nuts.</i></p>	95
12	<i>Cable Tray box</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p><i>Entire cable tray box, including all its members, supports etc. (Approx. length-338Mtrs.)</i></p>	318
13	<i>Hand Rails</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p><i>Entire hand rails on either side of the walkways, landing jetty etc, including the cable duct, nuts and bolts, earthing strips</i></p>	380

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

		<i>etc</i>	
14	<i>Lamp Posts</i>	<p>a) Surface Preparation: Mechanical cleaning/ wire brushing.</p> <p>b) Painting: As per the painting scheme.</p> <p><i>Entire Lamp posts with light fitting and clamps</i></p>	85

Note:- The area mentioned above is only approximate. The contractor shall be required to augment to the list of required materials, based on the actual verification at site.

3. PAINTING SCHEME

3.1 Surface preparation: The corroded/ rusted areas of the Marine Loading Arms (MLAs), pipe lines, tower structures etc. shall be thoroughly cleaned by Scrapping/chipping, using mechanical/ hand tools/ emery paper and also by using suitable cleaning agent. The other areas (non-corroded) shall be cleaned thoroughly using a cleaning agent to remove the impurities completely.

3.2 Application:

- a. **Primer for the cleaned bare surface area:** After surface preparation, one coat (**135-150 µm**) of Epoxy mastic high build primer shall be applied on dry bare surface immediately to avoid oxidation, in the presence of Engineer-in-charge/authorized representative.
- b. **Finish Coat:** One coat (**100-125 µm**) of Poly siloxane finish coat shall then be applied over the complete area as per the Scope of work. The final shade shall be slightly different from the existing colour with the approval of the Engineer-in-charge.

3.3 During unfavourable weather condition painting shall be avoided. The Engineer-in-charge/ authorized representative shall have the discretion to insist on re-cleaning, as may be required before primer application is taken up.

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

3.4 The Paints used shall be Akzo Nobel/ Zigma/ Jotun/ Asian Paints/ Berger. The primer as well as the paint for finish coat shall be of same brand and shall be got approved by the Engineer-in-charge/ authorized representative at site before application. The primer as well as the finishing coat shall be applied as per the manufacturer's procedure and the interval for the application of the primer and the finishing coats should be strictly adhered to as per manufacturer's instruction. The opening up of the primer and paint containers shall be done in the presence of supervising engineers of Cochin Port and mixing is to be carried out as per the manufacturer's instructions. No thinner, turpentine, kerosene or any other agent will be allowed to be added along with the paint for any purpose other than those specified by the manufacturer. If any work area or any other place ~~get spoiled~~ got damaged or affected while carrying out the work, the same should be cleaned and made good at the contractor's sole risk and cost, to the entire satisfaction of the engineer-in-charge or his authorized representative. The contractor should make his own arrangement to build necessary scaffolding for painting the structure at height.

3.5 Inspection:

The Contractor shall offer the completed portion of work in each of the following stages for inspection of Engineer in-charge/ authorized representative:

- (i) Surface preparation
- (ii) Primer application
- (iii) Finish coat of paint.

The contractor is required to obtain approval of the Engineer in-charge/ authorized representative at each of the above stages of work before proceeding to the next stage. Any defects noticed during the stage inspection shall be rectified by the contractor to the entire satisfaction of Engineer in-charge/ authorized representative, before proceeding to the next stage.

3.6 Coating Specification:

(i) Epoxy-Mastic high build (Primer)

Finish	: Matt
Type	: Two Pack
Application	: Brush or spray
Type of epoxy	: Condensation product of Bisphenol-A and Epichlorohydrin with terminal epoxide group Coal tar blend.
Curing Agent	: Polyamide
Volume solids	: 80 ± 2% (by volume)

(ii) **Poly siloxane Finish Coat**

Colour	: As Approved
Finish	: Glossy
Type	: Two Pack
Application	: Brush or Spray
Volume solids	: 75 ± 1%

4. Site Conditions

4.1 Location & Access to site

The location of the work is Cochin Oil Terminal(COT) of Cochin Port Trust situated in the Ernakulam Channel at Willingdon Island, Cochin -682 009. As Cochin Oil Terminal is situated in the Ernakulam Channel, there is no road access to reach at COT. The means of access to COT is by Boat either from Ernakulam Boat Jetty or from Willingdon Island. The Contractor shall arrange proper means of transport of his own, for transporting his materials, equipments & fixtures, labour etc. to the worksite to execute the contract.

4.2 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.

4.3 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.

4.4 Temperature

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

5. Time for Completion

5.1 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

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

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

5.2 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.

6. Time Schedule and monitoring of progress

6.1 The successful tenderer shall prepare and furnish immediately on the receipt of LoA a detailed work schedule indicating key activities and critical items for completing the work within the stipulated contract period, for the approval of Engineer-in charge. This time schedule forms the basis for monitoring the progress of work. The work shall be arranged in the order of preference and completed as directed by the Engineer-in-Charge of work.

6.2 The contractor shall submit to the Engineer-in-charge on the first day of each week, a program report in the approved proforma, for the succeeding period showing up-to-date progress during the previous period of contract on all important items /portion of the work indicating delay, if any, its reason and proposal to cover up the delay so as to complete the work within the specified completion period.

7. Facilities to be provided by the Port

7.1 Temporary Storage area:

Cochin Port shall provide a covered space at free of cost to the contractor for keeping their materials, tools and other belongings etc. The security of the items kept at the site will be vest with the contractor and Port will not be responsible for any loss.

7.2 Power

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

8. Contractor’s responsibility

8.1 All materials for use on the works shall be supplied and provided by the Contractor at his own cost.

8.2 Samples of Primer/Paint required for the work, shall be got approved by the Engineer-in-Charge before procurement.

8.3 The Contractor shall thoroughly study the Scope of work and specifications and errors/omissions/modifications if any shall be brought to the notice of the

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

Engineer-in-Charge well in advance so that a final decision in the matter could be given in time.

- 8.4** The contractor himself has to ascertain the labour situation and trade union practices prevailing at the site. Settling of any dispute with the labour will be Contractor's responsibility, so as not to affect the work. All labour, skilled or unskilled shall be provided by the Contractor.
- 8.5** 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.
- 8.6** 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.
- 8.7** The contractor shall execute the work in such a manner that all the existing structures overhead lines, existing pipelines, utilities, etc. are not disturbed /altered / damaged. Any damages caused shall be made good by the Contractor at his own risk and cost.
- 8.8** All plants and equipment and consumables required for the whole work shall be provided by the Contractor at his own cost.
- 8.9** The Contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer-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.
- 8.10** The scrap materials generated during the execution of work shall be cleared off from the Cochin Oil Terminal, at the risk and cost of the contractor. While disposing the scraps all the regulatory requirements have to be complied with. The contractor shall take care to clean the work site from time to time for easy access to the work-site and also from safety point of view. Work site should always be kept clean to the entire satisfaction of the Engineer-in-charge/ authorized representative. Before handing over the site to Cochin Port Trust on satisfactory completion of work, the contractor, in addition to other formalities to be observed as detailed in the document, shall clear the site at his own expense and leave the whole area used by him in clean and tidy condition to the entire satisfaction of the Engineer-in-charge.
- 8.11** The Contractor shall observe the conservancy rules relating to the Port and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work, as are required by the Engineer-in-Charge. Under no circumstances, inflammable materials be allowed to spill into Port waters.
- 8.12** Qualified Engineers with sufficient experience in works of similar nature shall be available at site throughout the contract period during working hours in order to receive instructions from the department and to implement them properly and in time

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

- 8.13** The information and data detailed elsewhere in the tender document are furnished for general information and guidance only and the Port Trust in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the tenderer.
- 8.14** 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.
- 8.15** The Contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer-in-Charge before the site is returned to the Port Trust. All such materials including tools & plants etc. shall be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the Port Trust immediately after completion of the work. In case, any such material is found left in the work site or anywhere in the Port area, disposed off such items 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.

9. Safety and Security :-

- 9.1** 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.
- 9.2** The Contractor shall take all care and precautionary measures for avoiding damage or accidents to the work. 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.
- 9.3** The Contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, barricading, warning signals etc. shall be done at the Contractor's cost as directed by the Engineer-in-Charge of the work.
- 9.4** Being hazardous area all safety precautions should be under taken while executing the work under the instruction of Dock Master/Authorised representative of Cochin Port Trust. Normally all works shall be executed at Tanker Berths during the day time only. If any work is to be carried out other than this time, the contractor may obtain prior permission in writing from the Dock Master, Cochin Port Trust.
- 9.5** The contractor shall carryout hot work at the Tanker Berths only when the berth is free of ship. To carry out hot work at the tanker berths prior sanction of

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

Dy. Conservator/Dock Master shall be obtained in writing by giving advance intimation to him about the date, time and nature of work.

- 9.6** The Contractor shall provide all necessary personnel protective equipments such as helmet, lifeguard, goggles, boots etc. as per the relevant rules and regulations, to the workmen at his own risk and cost. It shall be the Contractor's responsibility to ensure that the workmen make use of the personnel protective equipments during the execution of the work. The contractor shall ensure that all the personnel engaged for work at height should wear safety belts of prescribed standards as per the relevant regulations.
- 9.7** The work shall be arranged by the Contractor without causing any hindrance to the operation of the Cochin Oil Terminal. No damage shall be caused to the structures in the area, vessels operating in the area or otherwise by the Contractor's operations. Any damage or accident caused by the Contractor's operations shall be compensated / made good at the Contractor's risk and cost. The Contractor shall take all precautions for not to damage any cables / pipelines etc. passing through the area of work and if any damage is caused by him, the same shall be rectified at his own risk and cost.
- 9.8** The instruction / procedures recommended by the Fire/ Safety Divisions of Cochin Port Trust, and approved by the Dock Master, Cochin Port Trust shall be complied with.
- 9.9** The contractor shall take necessary precautions and comply with Rules, regulation, bye –law, applicable code and safe working practices.
- 9.10** All safety protection / precaution as per Statutory and Regulatory requirements for the safety of the workmen, supervisors and materials are to be provided by the contractor.
- 9.11** The contractor shall furnish the list of employees working under him at the tanker berths before starting the work. Any change in employees shall be made only with prior permission of Engineer-in-charge. The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 9.12** All employees of the contractor working at the site shall have a valid entry pass issued by the Security Officer, Cochin Port Trust. Entry passes will be issued only to those employees who are covered under the insurance.

10. Workmanship

- 10.1** 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.

11. Temporary Works

- 11.1** 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

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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.

- 11.2** 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.

12. Working Time

Normally all works shall be executed at Tanker Berths during the day time only. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, the contractor should get specific prior approval in writing from the Dock Master, CPT.

13. 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. The Employer may also vary or alter 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, a statement in writing of any extra work which he may have performed before submission of final bill, failing which any claim for which he may afterwards make for payment on account of any such extra work will not be allowed.

SIGNATURE OF TENDERER

SECTION –III

COCHIN PORT TRUST

2. SPECIAL CONDITIONS OF CONTRACT

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SECTION –III

COCHIN PORT TRUST

2. SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

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

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

2. MEASUREMENTS OF WORK DONE:

- 2.1. In addition to the Clause-26 of GCC - 'Computerised Measurement Book', measurement of the work can also be done as detailed below.
- 2.2. Engineer in-charge/ or his authorized representative shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the Contract of work done.
- 2.3. 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.
- 2.4. All measurements shall be taken jointly by the Engineer in-charge/ or his authorised representative and by the Contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer's Nominee and the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- 2.5. The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording.
- 2.6. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement

issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

3. LIQUIDATED DAMAGES

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

4. INSURANCE OF WORKS

4.1. 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.

4.2. 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.

5. PAYMENTS OF SALARY / WAGES AND OTHER BENEFITS ETC. TO CONTRACT / CASUAL WORKERS

5.1. 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.

5.2. All the payments to the Contractors would be released only on submission of an undertaking to comply with Clause 5.1. above.

6. DEFINITIONS

6.1 **Market Rate** under Clause 1 of General Conditions of Contract shall be replaced and modified as below:

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.

7. MODIFICATIONS TO GCC

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

1. DEFINITIONS

(Following Definitions shall be 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.

17. The following Sub-clause is added as “17.2” under Clause 17 “The Works to be completed by the Intended Completion Date”

The entire work as per scope of work indicated under Section III should be completed within 45 calendar days (including Sundays and Holidays) from the date of receipt of Employer’s Letter of Acceptance by the Contractor. If the work is not completed within the stipulated time, liquidated damages, as per clause 49 of General Conditions of Contract will be applicable. In case work could not be carried out due to the shipping movement, rain or any other requirement of Cochin Port Trust, such days will not be reckoned for calculating the completion period. The contractor shall maintain a record of such days lost due to above-mentioned reasons duly counter- signed by the Engineer-in-charge.

26. COMPUTERIZED MEASUREMENT BOOK

(6th para shall be replaced as)

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

36. The following Sub-clause is added as “36.7” under Clause 36 “Defect Liability”
Painting works shall be guaranteed for a period of 12 months from the date of completion of the entire work and certified by the Engineer in Charge. The Contractor shall guarantee that the chemical and physical properties of the paint materials used are in accordance with the specification contained herein. The contractor shall rectify free of cost any defects that may occur during this period. If the defects are not rectified by the contractor within the period of one month, the guarantee period will be extended further by the period of lapse from the contractor’s side. In case of any disputes as to whether any materials/ workmanship is defective, the decision of the Chief Mechanical Engineer, Cochin Port Trust shall be final and binding.

40. PAYMENTS FOR VARIATIONS

(Clauses 40.2 and 40.3 shall be replaced as)

- 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:

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- 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 labor, 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 material 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 43.3 shall be replaced as)

43.3.1 The contractor shall be entitled upon certificates of the Engineer or his nominee to payments in accordance with the following provisions:-

- (i) No advance payment shall be made.
- (ii) On completion of the works mentioned under Sl. No. (1) and (9) of BOQ which are of priority and to be completed first, 20% of the total work order value will be released.
- (iii) Balance payment shall be made on satisfactory completion of all the remaining painting works as certified by the Engineer-in-Charge and handing over the site to Cochin Port Trust. The final payment will be effected based on actual measured quantity of work as certified by the Engineer-in-Charge.

44. COMPENSATION EVENTS

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

45. RATES FOR ITEMS TO BE INCLUSIVE OF TAXES

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.

52. SECURITY DEPOSIT

The Clause 52 of the General Conditions of Contract related to the Security Deposit, stands modified to the extent detailed below:

- (i) In all cases, the Performance Guarantee retained till end of Defect Liability Period shall be 10 % of the Contract Value or Cost of Work Done, whichever is higher.
- (ii) Wherever the cost of work done exceeds the contract value, the total amount retained as Security deposit, considering the Performance Guarantee initially submitted shall amount to 10 % of the Cost of Work Done, at all times.

52. SECURITIES

(Clauses 52.2 shall be replaced as)

52.2 Performance Security shall be 10% of the Contract value.:

80. 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 of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment.

80.4 The Contractor shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

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

(Clauses [d] & [l(i)] shall be replaced as)

(d) Maternity Benefit Act 1961 or Maternity Benefit Amendment Act 2017:- The Acts provides 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 Trust 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 Trust. Workers covered under ESI

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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 Trust 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
COCHIN PORT TRUST
1. PREAMBLE TO BILL OF QUANTITIES

1. General Instructions

1.1. General

- 1.1.1. This Bill of Quantities must be read with the Conditions of Contract and the Specifications, and the Contractor shall be deemed to have examined the Specifications, General Conditions of Contract and to have acquainted himself with the detailed descriptions of the Works to be done, and the way in which they are to be carried out.
- 1.1.2. Notwithstanding that the Work has been sectionalized 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 so far as it may practicable to do so.
- 1.1.3. The detailed descriptions of Work and materials given in the Specifications are not necessarily be repeated in the Bill of Quantities.
- 1.1.4. The Contractor shall be deemed to have visited the Site before preparing his tender and to have examined for himself the conditions under which the Work will proceed and all other matters affecting the carrying out of the Works and cost thereof.
- 1.1.5. The Bidder will be held to have familiarized himself with all local conditions, in so far as they affect the Work, means of access and the locality of existing services, in order to execute the Works measured and described hereinafter. No claims for want of knowledge in this respect will be reimbursed.

1.2. Rates and Prices to be Inclusive

- 1.2.1. Rates and prices set against items are to be the all inclusive value of the finished Work described in the Specification or which can reasonably be inferred there from and are to cover the cost of provision of plant, labour, supervision, materials, test charges, freight, transportation, performance of Work, care of Works, insurance, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Service Tax (GST), but including every kind of temporary Work executed or used in connection therewith (except those items in respect of which provision has been separately made in the Bills of Quantities) and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion of works.
- 1.2.2. The Specifications are intended to cover the supply of material and the execution of all Work necessary to complete the Works. Should there be any details of material which have not been referred to in the Specifications or in the Bill of Quantities, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all Works in all trades, the same shall be deemed to be included in the *rates* and

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

prices entered in the Bill of Quantities. The rates and prices are to cover the item as described in the Bill of Quantities and if there is inconsistency in the description between the Bill of Quantities, Specifications, the interpretation will be done according to General Conditions of Contract.

1.2.3. The quantities given in the Bill are approximate and are given to provide a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer / Engineer reserves the right to delete any item and / or increase / reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of Work ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item provided that the total contract value does not get altered by more than indicated in conditions of contract. No claim whatsoever for extra payment due to variation of quantities within the above said limit would be entertained.

1.2.4. The rates and prices shall include (except where separate items are given) for the provision and operation of the following items, for compliance with the Condition of Contracts, Special Conditions, the specifications and Tender drawings:

- i) Supervision and labour for the Works;
- ii) All materials, installation/erection, handling and transportation;
- iii) All Contractor's Equipment;
- iv) All testing, commissioning, insurance, maintenance, security, welfare facilities, overheads and profit and every incidental and contingent costs and charges whatsoever including;
- v) All temporary fencing, watching, lighting, sanitary accommodation, general security arrangements, welfare facilities and first aid provision;
- vi) All necessary temporary services including fresh water, compressed air lines, electrical cabling etc.
- vii) The maintenance of all Contractor's services;
- viii) All insurances for the Works;
- ix) Allow for complying with all environmental aspects as specified
- x) For carrying out hot Work of any kind Contractor should consider safety of vessel in adjoining berth.
- xi) Detail design of components of temporary Works, wherever necessary as directed by Engineer.

1.3. Method of Measurement

Standard Method: The Work included in Bill of Quantities once completed will be presented to the Engineer's representative for checking quality and quantity of Work. The Engineer's representative after satisfying himself issue a certificate to that effect. The rates and prices shall include whatsoever allowance is considered to be necessary for wastages.

Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal

The mode of measurement and payment described in the relevant technical specifications shall apply for the relevant items.

1.4. Currency

- 1.4.1. All monetary reference herein and the Bill of Quantities shall be priced in Indian Rupee Currency.

SIGNATURE OF BIDDER

SECTION –V

COCHIN PORT TRUST

SCHEDULE-II

BILL OF QUANTITIES

Tender No: D3/T-2/COT/Painting/20-M

Tender for the work of “Painting of Marine Loading Arms, Pipelines, Monitor Towers and Structures at Cochin Oil Terminal”

Attached in Price Bid