



# COCHIN PORT TRUST

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Website: [www.cochinport.gov.in](http://www.cochinport.gov.in)

## TENDER DOCUMENT

### FOR

# DESIGN, SUPPLY & INSTALLATION OF THERMAL INSULATION PANEL UNDER GOI JETTY AT COCHIN PORT

## TECHNICAL BID

(e-Tendering Mode)

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

Tender No.T10/T-1917/2020-C

COCHIN PORT TRUST  
CHIEF ENGINEER'S OFFICE  
COCHIN-682 009

Price: Rs.1,050/-(1,000+ 5% GST)

**COCHIN PORT TRUST**  
**CIVIL ENGINEERING DEPARTMENT**

Tender No: T10/T-1917/2020-C

Tender for

**Design, Supply & Installation of Thermal Insulation Panel under GOI Jetty at  
Cochin Port**

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## **SECTION -I**

**COCHIN PORT TRUST**  
**CIVIL ENGINEERING DEPARTMENT**

Tender No: T10/T-1917/2020-C

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**Design, Supply & Installation of Thermal Insulation Panel under GOI Jetty at  
Cochin Port**

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**SECTION I  
COCHIN PORT TRUST**

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



**Tender No. T10/T-1917/2020-C**

**Date :19/03/2020**

**1. NOTICE INVITING TENDER in Detail**

1. Electronic Tenders (**e-tenders**) on percentage basis are invited by Cochin Port Trust from reputed contractors in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], meeting the Minimum Eligibility Criteria specified below for the work of **“Design, Supply & Installation of Thermal Insulation Panel under GOI Jetty at Cochin Port”**

2. **Minimum Eligibility Criteria:**

- a) **Experience**

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31<sup>st</sup> January 2020**, at least either:

- i) Three Similar works each costing not less than **Rs.16.71 lakhs**

**(OR)**

- ii) Two Similar works each costing not less than **Rs.20.88 lakhs**

**(OR)**

- iii) One Similar work costing not less than **Rs.33.42 lakhs**

- b) **Financial Turnover**

Average Financial Turnover of the tenderer over the last three financial years ending 31<sup>st</sup> March of the previous financial year [2016-'17, 2017-'18 & 2018-'19] shall not be less than **Rs.12.53 lakhs**.

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

**Note 1:- Similar work(s) means “ Thermal Insulation works”**

**Note 2:-** Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

**Table 1**

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

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

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

**Note 5:-***The works reckoned for the above purpose are those executed by the tenderers as prime contractor or proportionately as member of joint venture or as a sub contractor authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience; documentary proof of such authorization / approval of the Employer shall also 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 / ESI registration certificates only shall be considered for qualification in the tenderers, unless authentic proof for any exemptions is produced.**

**4. Pertinent information on this tender is given in the following Tables:**

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

**Table 2**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
1	Tender e- publication date	<i>20/03/2020</i>
2	Download period of Bid Documents	<i>20/03/2020 to 03/04/2020</i>
3	Date of Pre-Bid meeting	<i>Not Applicable</i>
4	Last date for seeking clarification	<i>24/03/2020</i>
5	Last date and time of submission of Bid	<i>03/04/2020 up to 15.00 hrs</i>
6	Date and time of opening the Bid	<i>03/04/2020 after 15.30 hrs</i>

- ii) **Bid information :**

**Table 3**

i)	Estimated Amount put to Tender	<b>: Rs.41,77 Lakhs..</b>
ii)	Earnest Money Deposit	<b>:Rs. 42,000/-</b> furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized Bank / Scheduled Bank in India.
iii)	Cost of Bid document	<b>Rs.1,050/-</b> (Rs.1,000 + 5% GST) (Non refundable) furnished either through Demand Draft/ Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized Bank / Scheduled Bank in India, being the cost of single copy of the tender document
iv)	Validity period of Tender	120 days from the Last Date of Submission of Bid.
v)	Time for Completion	<b>3 (Three) months</b>

5. This work essentially comprises of "Design, supply and installation of thermal insulation panel not less than 155mm thick for reducing temperature from 540°C at source to 45°C at the inner side of panel in between utility duct and fascia beam under GoI Jetty at Cochin Port".



6. Tender documents can be downloaded from the e-Tender portal [www.tenderwizard.com/COPT](http://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](http://www.cochinport.gov.in)) as well as Govt. tender website, [www.tenders.gov.in](http://www.tenders.gov.in), which can be downloaded for submission. The cost of bid document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPT along with the submission of bid.
7. The bidders need to obtain the one time User ID & password for log-in to in **e-Tender** system from the service provider **M/s.KEONICS** by paying registration amount of **Rs.1124/-** by online payment using Credit/Debit Card/Net Banking or DD in favour of "KSEDCL, Bangalore".
8. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No.080-40482000 / 9746118529 / 9605557738.
9. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the Tender Document.
10. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the bidders etc., if any, issued by the Employer, from the website before submission of the bid. **Any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of the bidders etc. duly signed along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.**
11. All Bids are to be submitted **online only** on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). No Bids shall be accepted off-line (Hard copy).
12. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidder's responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at bidder's premises, to access the e-Tender portal. Under any circumstances, Cochin Port 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.
13. The bidder shall submit Originals of (i) DD / Bankers Cheque towards the cost of tender and EMD and (ii) Power of Attorney in favour of signatory(s) to the tender along with letter of submission in a sealed cover **to the Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA**, before opening date and time of the tender. **Non submission of original financial documents towards cost of Tender document and EMD, before opening date and time, of the tender will be liable for rejection.**
14. Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India enterprises under "Single Point Registration Scheme" of Ministry of MSME 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 such registration along with the offer, as detailed in

Instructions to Tenderers, for claiming the available exemptions and also, a scanned copy of the Exemption / Registration Certificate duly notarized shall be uploaded in the e-tendering Portal. If the Registration Certificate does not pertain to the Category of 'Similar Works' mentioned above, the tender will be rejected.

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

**DY. CHIEF ENGINEER (PD)**  
**COCHIN PORT TRUST**

**SECTION I  
COCHIN PORT TRUST**

**2. INSTRUCTIONS TO TENDERERS**

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# SECTION I COCHIN PORT TRUST

## 2. INSTRUCTIONS TO TENDERERS

### 1. Introduction

This tender is invited for “*Design, Supply & Installation of Thermal Insulation Panel under GOI Jetty at Cochin Port*”. The work essentially comprises of “Design, supply and installation of thermal insulation panel not less than 155mm thick for reducing temperature from 540°C at source to 45°C at the inner side of panel in between utility duct and fascia beam under GoI Jetty at Cochin Port”

### 2. General Instructions

- 2.1 The work is to be executed as described in the Bid document and in particular in the Technical Specifications, Special Conditions, Schedule of Quantities and Drawings and in general includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.
- 2.2 Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the concerned Section Engineer of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly 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 finalization of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 2.5 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer’s decision in this regard shall be final and binding on the bidder.

- 2.6 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
- 2.7 E-mail offers will not be considered. Bidders should prepare their bid themselves and submit it “online”. Bids submitted by agents will not be recognized.
- 2.8 Bids received after the due date and time and any change in bid after the specified date & time will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.9 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 2.10 While evaluating the document, regard would be paid to National defense and security considerations, at the discretion of the Cochin Port 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 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 In case the department desires to inspect the equipments/ machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.
- 2.13 Any error in description, and any omissions there from shall not vitiate the contract or release the contractors from the execution of whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract
- 2.14 All the Bank Guarantees (BGs) to be furnished except for EMD by the contractors in connection with the tender shall be sent to the Chief Engineer, Cochin Port 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.
- 2.15 ***The contractor/ approved sub contractor if any, shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought into force from time to time.***
- 2.16 ***The contractor/ approved sub contractor if any shall be registered under EPF and ESI Act irrespective of the number of people employed and the employees employed under them shall be covered in the EPF and ESI scheme. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.***
- 2.17 ***The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.***
- 2.18 Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India enterprises under “Single Point Registration Scheme” of Ministry

of MSME 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 such registration along with the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and a scanned copy of Exemption / Registration Certificate duly notarized shall be uploaded in the e – tendering Portal. If the Registration Certificate does not pertain to the Category of “ Similar Works” mentioned under Minimum Eligibility Criteria, their tender will be rejected.**

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

### **3. Invitation for Bids:**

The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria.

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

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

In case of tender document being downloaded from the website, at the time of uploading, the tenderer shall give an undertaking that no changes have been made in the document. Port's Tender document will be treated as 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:**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The cost of visiting the site shall be at the Bidders' own expense.

**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 Dy.Chief Engineer (PD) in writing at the following address, so as to reach them at least by **24-03-2020**. It is to be noted that no queries, clarifications will be answered after this date.

THE DY. CHIEF ENGINEER (PD),  
CHIEF ENGINEER'S OFFICE,  
COCHIN PORT TRUST,  
WILLINGDON ISLAND,  
KOCHI-9,  
KERALA, INDIA.  
Ph: - 91-0484- 2582401.  
Fax:-91-0484- 2666414.  
Email: [rema@cochinport.gov.in](mailto:rema@cochinport.gov.in)

**9.2 Pre-Bid Meeting:**

No Pre-Bid meeting will be held for this tender.

**10. Amendment of Bidding Documents:**

The Dy.Chief Engineer (PD), 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 documents. The Addenda/Corrigenda, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such Addendum/ Corrigenda hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take Addendum into account, or for any other reason, the Port 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 :**



- i) Three similar works each costing not less than **Rs.16.71 lakhs**  
(OR)
- ii) Two similar works each costing not less than **Rs.20.88 lakhs**  
(OR)
- iii) One similar work costing not less than **Rs.33.42 lakhs**  
during the last 7 (seven) years ending **31<sup>st</sup> January, 2020**

**c) Financial Turnover**

Average Financial Turnover of the tenderer over the last three financial years ending 31<sup>st</sup> March 2019 [2016-'17, 2017-'18 & 2018-'19] shall not be less than **Rs.12.53 lakhs**.

*Explanatory notes to a) &b):*

*Note 1:- Similar work(s) means “Thermal Insulation works”*

*Note 2:-*Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

**Table 1**

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

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

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

*Note 5:- The works reckoned for the above purpose are those executed by the tenderers as prime contractor or proportionately as member of joint venture or as a sub contractor authorized and approved by the*

*Employer of the work(s) against which the tenderer has claimed his experience; documentary proof of such authorization / approval of the Employer shall also 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.

**15.1 The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tenderers unless authentic proof for any exemptions is produced.**

### **14. Bid Prices:**

#### **14.1 Percentage Basis Contract**

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

14.2 On scrutiny, if there are differences between the percentage given in figures and in words or in amount worked out, the following procedure shall be followed:-

- a) When there is a difference between the percentage quoted in figures and in words, the percentage which corresponds to the amount worked out and filled in words shall be taken as correct.
- b) When the quoted amount is not worked out or it does not correspond with the percentage written either in figures or in words, then the percentage quoted in words, shall be taken as correct and Quoted amount worked out accordingly. .
- c) When the percentage quoted in figures and in words tallies but the Quoted amount is not worked out correctly, the percentage quoted shall be taken as correct and the amount quoted worked out accordingly.
- d) When the sign (+) / (-) and Above / Below does not correspond with each other, the words under Above / Below shall be taken as correct.

#### **14.3 Rates Quoted**

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

14.4 The Contract shall be for the whole Work based on the priced Bill of Quantities submitted by the Bidder. **The Bidder should ensure that his tendered**

**percentage as per Price Bid is not mentioned anywhere in any documents in Technical Bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.**

**14.5 Currencies of Bid and Payment:**

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

**15. Bid Validity:**

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

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

**16. Bid Security / EMD:**

16.1 **Each** tender should be accompanied by an Earnest Money amounting to **Rs. 42,000/- (Rupees Forty Two Thousand only)** EMD shall be deposited /furnished either through Demand Draft/ Pay Oder / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust from any Nationalized Bank / Scheduled Bank in India. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.

**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 limits

**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 The Tenderer shall prepare one set of his Tender (all Volumes), duly completed and signed, along with the set of Drawings and other documents mentioned

hereinafter. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made shall be signed by the person or persons signing the bid.

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

**19 Bid Submission:**

- 19.1 Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid (Schedule II)** through **e- tender mode before 15.00 Hrs on 03-04-2020**.
- 19.2 The Technical Bid document and the scanned copies of the documents as detailed in clause 20 below shall be submitted through e-Tendering mode on **www.tenderwizard.com/COPT**.
- 19.3 Price bid (Schedule-II) in the provided format shall be submitted **only through e-tendering mode on www.tenderwizard.com/COPT** before 15.00 Hrs on **03/04/2020**. **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 / 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 / Pay Order / Bankers Cheque towards the cost of tender document and EMD and (ii) Power of Attorney along with letter of submission in a sealed cover, super scribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name of the tenderer. Tenders can be brought either in person or sent by registered post/ courier to the Chief Engineer, Cochin Port Trust, W/Island, Cochin - 682009, KERALA, before opening date & time of the tender. Tenders brought in person, shall be put in the Tender Box on or before the due date and closing time specified above.**
- 19.6 **Tenders without submitting the original documents towards Cost of Tender document and EMD as above, before opening date and time of the tender will be liable for rejection.**
- 19.7 The successful Bidder shall submit original copy of complete Technical Bid

already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the work.

## **20 Information Required in the Bid**

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

- a) Earnest Money Deposit as described in Clause 16.1 above
- b) Cost of tender document
- c) Check list as per *Schedule I* attached along with Technical Bid in the e-Tendering Portal
- 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) Organization Details (vide *Annexure-3*)
- g) Details of experience as per *Annexure - 4* and Certificates in proof of experience in similar works as detailed under Clause 12 of Instructions to Tenderers.

### **Explanatory notes:**

- (1) Original or Notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts a work order shall be attached. The certificate shall invariably contain the following among other things.
  - (i) Details of work involved specifying the nature of work
  - (ii) The completion cost of the work and
  - (iii) Date of commencement ; and
  - (iv) Date of completion of the work.
- (2) If the experience in Similar Works is as a member of joint venture, Notary attested copy of joint venture agreement in this respect shall be attached.
- (3) If the experience in Similar Works is as a subcontractor, Notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.
- (4) The works indicated in Annexure-4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered towards Eligible Assignments**
- h) A statement duly certified by Chartered Accountant showing the Average Annual Financial Turnover of the tenderer over the last three financial years [2018-'19, 2017-'18 & 2016-'17] (vide *Annexure-5*) supported by Audited Financial statements for the last three years.
- i) Form of Bid duly signed and sealed
- j) **Bid document including all addenda / corrigenda duly signed and sealed**
- k) Partnership Deed or Memorandum and Articles of Association of the Company and Registration certificate of the company as the case may be.

- l) **Copies of EPF , ESI, PAN and GST registration**
- m) Documentary proof for NSIC registration, if applicable.
- n) A detailed method statement (Technical Note) for carrying out of the works, along with an Implementation Schedule showing sequence of operation and the time frame for various segments of temporary and permanent works.(vide **Annexure-6**). The information provided will form part of the work methodology and the same shall be in line with the Specifications and Bill of quantities.
- o) A list of Plant and equipment proposed to be engaged for the work (vide **Annexure-7**).
- p) A declaration to the effect that (vide **Annexure-8**):-
  - i) All details regarding construction plant and machinery, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the **Annexure-7** and that such plant, temporary works and personnel for site organization will be available at appropriate time of relevant works for which the equipment have been proposed at site till the completion of the respective work.
  - ii) No conditions are incorporated in the Price Bid. In case any conditions are specified in the Price Bid, the tender will be rejected summarily without making any further reference to the bidder.
  - iii) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
  - iv) We disclose with that we have made / not made ( strike out whichever is not applicable) payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
  - v) We do hereby confirm that no changes have been made in the tender document uploaded by us for the above bid. Port Tender document will be treated as 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.
- q) Details of the bidder opting for Refund of EMD through e-payment system as per **Annexure-9**.
- r) Bank information for e- Payment system as per **Annexure-10**.
- s) Details of litigation history, blacklisting etc. of the Bidder during the last 7 years. If nothing, a NIL statement shall be enclosed.

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

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



*in the Letter of Submission.*

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

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

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

**21 Deadline for Submission of the Bids:**

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

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

**22 Late Bids:**

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

**23 Bid Opening**

23.1 Opening of BIDs will be done through online process. The Technical BIDs will be opened in the office of the **Dy.Chief Engineer (PD), Cochin Port Trust** after **15.30 hours** on the last date fixed for receiving the Tenders in the presence of the authorized representatives of the Bidders, who choose to attend

23.2 Technical BID of only those bidders shall be opened online whose documents listed at Clause 21 above have been physically received. Physical submission towards EMD and Cost of Tender Document shall be 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.

23.3 In case, the Earnest Money and Cost of Bid document is deposited / in order, the Technical Bids submitted online will be opened, examined and evaluated in accordance with Clause 26 below

23.4 In the event of a Tender being rejected, the Earnest Money paid with such unaccepted Tender shall be refunded to the Bidder.

**24 Bid Opening – Price Bid:**

Price Bid of those Bidders found responsive on evaluation of Technical Bid, will be opened later. **Short listed Bidders will be communicated about the date and time of opening of the Price Bid through e-Tender portal notification / communication only and there will be no direct communication from**

**department in this regard.**

**25 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.

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

26.1 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 cost of bid document.
- (d) undertakes in the Technical Bid that he has not incorporated any conditions in the Price Bid.

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

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

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

**27 Correction of Errors:**

Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as detailed in Clause 14.2

The amount stated in the Bid will be adjusted by the Employer in accordance with the above stated procedure for the correction of errors and shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the



Bid shall be rejected and the Bid security shall be forfeited in accordance with Clause 16.2.

**28 Evaluation and Comparison of Bids:**

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26. 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 27;
- (b) making appropriate adjustments to reflect discounts or other price modifications offered.

**29 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.

**30 Alternative Conditions and Proposals:**

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

**31 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.

**32 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

**33 Performance Security:**

33.1 Within not later than 21 days of receipt 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 5% of the Contract price rounded off to the nearest Rs. 1,000/- in the following forms;

- (i) Banker's Cheque / Demand Draft/Pay Order from any Nationalized Bank / Scheduled Bank.

- (ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any Nationalized Bank / Scheduled Bank operating in India as per the proforma.
- 33.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized / Scheduled Indian bank having its branch at Cochin acceptable by ***Cochin Port Trust***. The BG shall be issued in favor of ***Cochin Port Trust*** in the Format enclosed in ***Annexure-A of GCC***.

#### **34 Signing of Agreement**

- 34.1 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.
- 34.2 The contractor shall make 13 copies of the agreement and submit to the Employer within 7 days following the date of signing of Agreement.
- 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 Fraud and Corrupt Practices:**

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

hereinafter respectively assigned to them:

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

### **36 Rejection of Tender:**

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

**SIGNATURE OF BIDDER**

# COCHIN PORT TRUST

## SECTION I

### 3. FORM OF BID

**To**

The Board of Trustees,  
Cochin Port Trust

**Through**

The Dy. Chief Engineer (PD)  
Cochin Port Trust, Cochin -9

Tender for the work of “*Design, Supply & Installation of Thermal Insulation Panel under GoI Jetty at Cochin Port*”

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

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

#### MEMORANDUM

- |                                |   |
|--------------------------------|---|
| a) General description of work | : <b>Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at Cochin Port</b>   |
| b) Estimated cost              | : <b>Rs.41.77 lakhs</b>   |
| c) Earnest Money               | : <b>Rs.42,000/-</b>  |
| d) Security Deposit            | : 10% of the value of the contract awarded or the value of the work done whichever is higher [Performance Guarantee @ 5% and Retention Money @5%] |

- e) Percentage, if any, to be deducted from the bills : The Retention Money will be recovered from the first running bill onwards at the rate of 5% of the gross amount of each bill till the recovered sum along with Performance Security amounts to 10% of the Contract value or value of Work done whichever is higher. .
- f) Time allowed for commencement of work from the date of receipt of work order : **15 days**
- g) Time allowed for the work from the date of commencement of work. : **3 (Three) months**
- h) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. : As per content sheet attached

I/ We agree to keep the tender open for 120 days from the due date of submission 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 Port challan receipt / Bankers cheque or demand Draft of a scheduled bank / Bank Guarantee issued by a Scheduled bank drawn in favour of Financial Adviser and Chief Accounts Officer of the Port 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 they 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 ..... 2020.

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

### ACCEPTANCE

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

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

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

Dated.....

**Chief Engineer  
Cochin Port Trust**

# COCHIN PORT TRUST

## SECTION I

### 4. FORM OF AGREEMENT

#### AGREEMENT No. ... of

#### AGREEMENT FOR THE WORK OF DESIGN, SUPPLY AND INSTALLATION OF THERMAL INSULATION PANEL UNDER GoI JETTY AT COCHIN PORT

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

4. The sum of Rs...../- [Rupees.....only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port 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 underwritten memorandum or should the Contractor not deposit the full amount of security deposit specified in underwritten memorandum otherwise the said sum of Rs...../- shall be retained by the Board as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Clause 40.1 of the Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 40.3 of the Conditions of Contract.
5. It is mutually agreed that the tender submitted in its entirety shall form part of this agreement. Apart from the tender the following shall also form part of the agreement
- a) The Letter of Acceptance ;
  - b) Bill of Quantities and
  - c) Letters exchanged between the Employer and the Tenderer upto the issue of Letter of Acceptance as separately listed and annexed here to.
  - d) Replies to Prebid queries and amendments issued, if any.

#### **MEMORANDUM**

- |  |   |
|--|---|
| a) General description of work                       | : Design, Supply and Installation of Thermal Insulation Panel under GoI jetty at Cochin Port  |
| b) Estimated cost                                    | : Rs.41.77 lakhs  |
| c) Tendered cost                                     | : Rs.   |
| d) Earnest Money                                     | : Rs.42,000/-   |
| e) Security Deposit                                  | : 10% of the value of the contract awarded or the value of the work done whichever is higher [Performance Guarantee @5% and Retention Money @5%]  |
| f) Percentage, if any, to be deducted from the bills | : The Retention Money will be recovered from the first running bill onwards at the rate of 5% of the gross amount of each bill till the recovered sum along with Performance Security amounts to 10% of the Contract value or value of Work done whichever is higher. |



- g) Time allowed for commencement of work from the date of receipt of work order : 15 days
- h) Time allowed for the work from the date of commencement of work. : **3 (Three)** months
- i) Schedule, specifications, conditions, drawings etc. as per contents sheet attached. :

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of the Board of Trustees of COCHIN PORT TRUST, the CHIEF ENGINEER has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

**CONTRACTOR**

- (Retain only the authority signing the agreement)  
Signed, sealed and delivered  
By Shri.....  
Of M/s.....  
(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :

1) Signature with address :

2) Signature with address :

Signed, sealed and delivered by the

**CHIEF 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

*[To be filled up before issuing tender document as applicable for each tender]*

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

Sl. No.	Description	Reference Clause No. in GCC											
1	<i>The following documents are also part of the Contract</i>												
	The Schedule of other Contractors  (Will be informed in due course)	(8.2)											
	The Schedule of Key personnel	(9)											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Designation/ Qualification of Staff</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Min. Experience (Years)</th> <th style="text-align: center;">Rate of recovery in case of non compliance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Graduate Engineer <b>Or</b> Diploma Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td rowspan="2" style="text-align: center;">Rs.15,000/- per month</td> </tr> <tr> <td></td> <td style="text-align: center;">1</td> <td style="text-align: center;">3</td> </tr> </tbody> </table>	Designation/ Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance	Graduate Engineer <b>Or</b> Diploma Engineer	1	1	Rs.15,000/- per month		1	3	
Designation/ Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance										
Graduate Engineer <b>Or</b> Diploma Engineer	1	1	Rs.15,000/- per month										
	1	3											
2	The Employer is	(1)											
	<b>The Board of Trustees, Cochin Port Trust, Cochin -9</b>												
	Name of Authorized Representative:												
	Name: <b>Dr. M. Beena The Chairperson, Cochin Port Trust Cochin -9</b>												
3	The Engineer is												
	Name: <b>Shri. G. Vaidyanathan Chief Engineer Cochin Port Trust, Cochin-9</b>												
	Name of Nominee(s) is : <b>Will be notified in LoA/ LoI</b>												
4	Name of Contract : <b>Design, Supply and Installation of Thermal Insulation Panel under GoI jetty at Cochin Port</b>  Tender No : <b>T10/T-1917/2020-C</b>	(1)											

Sl. No.	Description	Reference Clause No. in GCC		
5	<b>13</b> copies of Contract Agreement shall be furnished by the Contractor	[7.1]		
6	Tender document and other data are available at the following web sites : 1) www.cochinport.gov.in 2) www.tenders.gov.in 3) tenderwizard.com/copt	(7.2)		
7	The Intended Completion Date for the whole of the Work is <b>3</b> (Three) Months	(17,28)		
8	Milestone dates: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">Physical works to be completed</td> <td style="width: 40%; text-align: center;">Period from the date of commencement of work</td> </tr> </table> The activity wise schedule needs to be submitted by the contractor within <b>21 days</b> of receipt of LoA from CoPT. This needs to be strictly followed for the timely completion of the work.	Physical works to be completed	Period from the date of commencement of work	
Physical works to be completed	Period from the date of commencement of work			
9	The following shall form part of the Contract Document: (1) Agreement (2) Letter of Acceptance (3) Bill of Quantities (4) Contractor's Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) General Conditions of Contract (8) General Description and Special Conditions of Contract (9) Technical Specifications (10) Drawings and (11) Any other documents listed in the Contract Data as forming part of the Contract.	(2.3)		
10	The Contractor shall submit a Program for the Works within <b>21 days</b> of date of the Letter of Acceptance/LoI.	(27)		
11	<b>The site possession date</b> The site will be handed over within <b>7 days</b> after issue of LoA/LoI and the site is free from encumbrances.	(21)		
12	The start date shall be <b>15 days</b> from the date of receipt of the Letter of Acceptance (LoA)/LoI by the Contractor.	(1)		
13	The location of site is under Govt. of India Jetty newly constructed <b>Project Location shown in drawing at Appendix-I</b>			
14	The Defects Liability Period is <b>One year from the date of completion of the work.</b>	(35)		
15	The minimum insurance cover for physical property, injury and death	<b>(13)</b>		

<b>Sl. No.</b>	<b>Description</b>	<b>Reference Clause No. in GCC</b>
	is <b>Rs.5 lakhs (Rupees Five Lakhs)</b> per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	
16	The following events shall also be Compensation Events: (Nil)	(44)
17	The period between Programme updates shall be 45 days.	(27)
18	The amount to be withheld for late submission of an updated Programme shall be <b>Rs.5,000/-</b> .	(27)
19	The language of the Contract documents is <b>English</b> .	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is <b>Indian Rupees</b> .	(46)
22	The proportion of payments retained (retention money) shall be 5% from each bill subject to a maximum of 5% of the contract price or cost of work done whichever is higher.	(48)
23	The maximum amount of liquidated damages for the whole of the works is <b>10%</b> of the Contract Price.	[49]
24	The amounts of the advance payments : NIL	[51]
25	Repayment of advance payment for mobilization : NIL	[51]
26	Repayment of advance payment for Construction and equipment: NA	[51]
27	Repayment of Secured advance:NA	[51.6]
28	The date by which “as-built” drawings are required is within <b>60 days</b> of issue of certificate of completion of whole or section of the work, as the case may be: NA	(58)
29	The amount to be withheld for failing to supply “as built” drawings and/or operating and maintenance manuals by the date required is : NIL	(58)
30	Schedule of Rates Applicable: <b>NA</b>	
31	Base Rate for materials to be considered for price variation : <b>NA</b>	<b>(47)</b>
32	Permissible wastage on theoretical quantities of : NA (a) Cement : (+) 2% (b) Steel Reinforcement and structural steel sections for each diameter, section and category : (+) 5.99 % (c) Bitumen / Bitumen emulsion : (+) 2.5%	<b>(47)</b>

# COCHIN PORT TRUST

## SECTION I

### 6. ANNEXURES

<b>Sl. No.</b>	<b>Annexure</b>	<b>Description</b>	<b>Page No.</b>
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5	5	Financial Capability	43
6	6	Details of Proposed Approach & Methodology	44
7	7	Plant and Equipment Proposed for the Work	45
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9	9	Details of the Party opting for Refund of EMD through e-payment system	47
10	10	Format for Furnishing Bank information for e-payment	48

**COCHIN PORT TRUST**  
**Design, Supply and Installation of Thermal Insulation Panel under GoI jetty**  
**at Cochin Port**  
**LETTER OF SUBMISSION- COVERING LETTER**  
**(ON THE LETTER HEAD OF THE BIDDER)**

Date:

To

The Dy.Chief Engineer (PD),  
Cochin Port Trust.

Sir,

Sub: Tender for **“Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at Cochin Port”**

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) Power of Attorney (**Annexure-2**)
- (ii) Bid Security/EMD In the form of DD/ Pay Order / Banker Cheque bearing No -- -----dated -----, for Rs. .... Issued by .....bank.

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

- (i) Tender Document along with Addenda Nos ----,
- (ii) Organization Details (**Annexure-3**)
- (iii) Details to fulfill the “Minimum Eligibility Criteria” and certificates & Details of Past Experience of Contractor for Similar works **Annexure-4**)
- (iv) Average Financial Turnover over the last three financial year (**Annexure-5**)
- (v) Detailed Method Statement (Technical Note) (**Annexure-6**)
- (vi) List of Plant and Equipment (**Annexure-7**)
- (vii) Declaration (**Annexure -8**)
- (viii) Bankers Details ( **Annexure-9 & 10**)
- (ix) Details of litigation history / blacklisting of the bidder

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

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

Signature  
(Authorized Signatory)

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

To

The Dy. Chief Engineer (PD),  
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  
**Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at  
Cochin Port (Tender No.T10/T-1917 /2020- C).**

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

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

**COCHIN PORT TRUST**  
**Design, Supply and Installation of Thermal Insulation Panel under GoI jetty at**  
**Cochin Port**

**ORGANIZATION DETAILS**

CONTRACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:

Telephone & Mobile No. :

E-mail:

Fax No.

3. Description of Applicant  
(For e.g. General, Civil Engineering  
Contract or Joint Venture/Consortium etc.)
4. Registration and Classification  
of Contractors
5. Name and address of bankers
6. Number of years of experience  
as a general contractor :-  
  
In own Country:  
  
Internationally:
7. Number of years of experience  
as a sub contractor
8. Name and Address of partners or  
associated companies to be involved  
in the project and whether Parent/



Subsidiary/other

6. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
10. Name and address of the companies/ Sub-contractors who will be involved in the execution of works, namely:
11. Name and address of companies who will be involved in the supply of bought out items
  - a) Fenders, stainless chains and accessories
  - b) Bollards, Capstan, Remote control Quick release Mooring systems
12. Attach organization chart showing the structure of the company including names of Directors/ Key Personnel at Head Office who would be responsible for the project and a separate chart showing proposed Site Construction Organization.

Signature  
(Authorized Signatory)

**COCHIN PORT TRUST**

**Design, Supply and Installation of Thermal Insulation Panel under GoI jetty at Cochin Port**

**DETAILS OF PAST EXPERIENCE OF CONTRACTORS FOR  
SIMILAR WORKS**

Sl. No.	Name & Location of Project	Owner's Complete address including TeleFax No. & e-mail ID with contact Person	Value of Contract	Duration of Contract			Details of work including major items of work involved	Reference No. & Date of letter of intent & completion certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date		
1	2	3	4	5	6	7	8	9
1		Address : Fax No : E-mail ID : Contact Person:						
2		Address : Fax No : E-mail ID : Contact Person						
3		Address : Fax No : E-mail ID : Contact Person						

**Instructions:**

- i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12 (a) Minimum Eligibility of the Instructions to Tenderers”.
- ii) The details are to be supplemented by documentary proof from the respective client /owner for having carried out such assignment duly certified by clients/ owner.
- iii) The works indicated in this **Annexure-4** will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments

- iv) Original or Notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts shall be attached. The certificate shall invariably contain the following among other things.
  - a) Details of work involved specifying the nature of work
  - b) The completion cost of the work and
  - c) Date of commencement ; and
  - d) Date of completion of the work.
- v) If the experience in Similar Works is as a member of joint venture, Notary attested copy of joint venture agreement in this respect shall be attached.
- vi) If the experience in Similar Works is as a subcontractor, Notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.
- vii) If the experience in Similar Work is in works executed in private sectors/organizations, the TDS certificate along with Notary attested copy(s) of work order and completion certificate shall be attached.
- viii) In case of bid submitted by JV/ Consortium, the Minimum Eligibility Criteria EXCEPT Financial Turnover can be fulfilled collectively by the Partners of the JV/ Consortium.
- ix) The tenderer shall also be obligated to produce the original of the certified copy(s), on request by the department.

Signature  
(Authorized Signatory)

## COCHIN PORT TRUST

### Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at Cochin Port

#### FINANCIAL CAPABILITY

(A) Average Annual Turnover of the Bidder

Turnover (Rs.)			
Year 1 (2017-'18)	Year 2 (2016-'17)	Year 3 (2015-'16)	Average

#### Instructions:

- (i). The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements as required under this Bid Document.
- (ii). Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

**Certified by Chartered Accountant**

Signature  
(Authorized Signatory)

**COCHIN PORT TRUST**  
**Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at**  
**Cochin Port**

**DETAILS OF PROPOSED APPROACH & METHODOLOGY**

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

Signature  
(Authorized Signatory)

**COCHIN PORT TRUST**  
**Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at  
Cochin Port**

**PLANT AND EQUIPMENT PROPOSED FOR THE WORK**

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

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

Signature  
(Authorized Signatory)

**COCHIN PORT TRUST**  
**Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at**  
**Cochin Port**

**DECLARATION**

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

1. All details regarding construction plant, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the **Annexure-7** and that such plant, temporary works and personnel for site organization will be available at the site till the completion of the respective work.
2. No conditions are incorporated in the Financial/ Price bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
3. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
4. We disclose with that we have \* made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
5. We do hereby confirm that no changes have been made in the tender document downloaded and uploaded by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one uploaded by the tenderer, the Port's document shall prevail.

Signature  
(Authorized Signatory)

**\* Notes:**

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

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

**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  
(Authorized Signatory)



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

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

Signature with seal  
(Authorized Signatory)

## **SECTION II**

**COCHIN PORT TRUST**  
**CIVIL ENGINEERING DEPARTMENT**

Tender no: **T10/T-1917/2020-C**

Tender for  
**Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at  
Cochin Port**

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**SECTION -II**

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2	2.	Form of Securities (Annexure A & B)	55-60

**SECTION -II**  
**COCHIN PORT TRUST**

**1. GENERAL CONDITIONS OF CONTRACT - PART A - G**

<b>Sl. No.</b>	<b>Part</b>	<b>DESCRIPTION</b>	<b>Page No.</b>
1	A	Part A - General	CC 6
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 & B)**

<b>Sl. No.</b>	<b>Annexure</b>	<b>Description</b>	<b>Page No.</b>
1	A	Proforma of Bank Guarantee for Performance Guarantee/ Security Deposit	56-58
2	B	Proforma of Bank Guarantee for Advance	59-60

**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 fulfilment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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

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

(Name of Bank)

(Name of Branch)

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



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

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

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

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

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

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

(Name of Bank and Branch)

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

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

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

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

9. Notwithstanding anything contained herein :

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

(Rupees \_\_\_\_\_ only);

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

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

For (Name of Bank)

(Name)

Signature

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

**PROFORMA OF BANK GUARANTEE FOR ADVANCE**  
*(To be submitted on Non-Judicial Stamp Paper of appropriate value)*

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

Amount of Guarantee Rs. \_\_\_\_\_

Guarantee cover from \_\_\_\_\_ to \_\_\_\_\_

Last date of lodgment of claim

In consideration of Board of Trustees of Cochin Port Trust (hereinafter called "Port Trust") which expression shall include all their successors and assignees having agreed to pay advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) repayable with interest @ \_\_\_\_\_ % per annum to \_\_\_\_\_ (Name & Address of contractor ) (hereinafter called the "CONTRACTOR") which expression shall include their successors and assignees for the contract for the work of \_\_\_\_\_ (Name of work) evidenced by the offer of the Contractor dated..... and accepted by the Port Trust forming the contract and the work order No..... dated,..... for the work of (name of work) issued by the Port Trust and the formal stamped agreement to be entered into between parties in the above, the said amount and interest being recoverable from the running bills of the contractor on pro-rata basis as per terms of agreement, we (Name of Bank) having our Head office at ..... (hereinafter referred to as "the Bank") do hereby undertake to pay The Cochin Port Trust an amount of Rs.....(Rupees.....only) with interest against any loss or damage caused to or would be caused to or suffered by the Port Trust by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement, making it impossible or difficult to recover the said mobilization advance of Rs.....(Rupees.....only) or part thereof or interest thereon we (Name of the Bank)do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on demand of The Cochin Port Trust by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by the reason of contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive not only as regards to contractor's failure but also as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee will be restricted to an amount of Rs.....(Rupees..... only) with interest as per the agreement.

We, (Name of the Bank) further agree the guarantee herein contained will remain in full force and affect during the period that would be taken for the recovery of the loan and that it shall continue to be live and enforceable till all the amounts due with interest thereon have been fully recovered and its claims satisfied or discharged or till The Cochin Port Trust certifies that the amount outstanding under the advance has been fully recovered from the contractor and accordingly discharged the guarantees. Unless a demand or claim under this guarantee is made on us in writing on or before (date of the expiry) we shall be discharged from all liability under this guarantee thereafter.

We, (Name of the Bank) further agree with the Port Trust that the Port Trust shall have the fullest liberty without or consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions regarding the recovery or repayment and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or any forbearance, act or omission on the part of Cochin Port Trust or any indulgence by the Port Trust to the contractor or in such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

Notwithstanding anything contained herein:

- (i) Our liability under this bank guarantee shall not exceed Rs.....(Rupees.....)
- (ii) This bank guarantee shall be valid upto.....
- (iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only if you serve upon us a written claim or demand in terms of this guarantee on or before.....

We, (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port Trust in writing.

Dated this the.....day of.....(year)

For (Name of Bank)

(Signature)

## **SECTION III**

**COCHIN PORT TRUST**  
**CIVIL ENGINEERING DEPARTMENT**

Tender no: **T10/T-1917/2020-C**

Tender for

**Design, Supply and Installation of Thermal Insulation Panel under GoI Jetty at  
Cochin Port**

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

#### **1.1 Definitions**

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

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

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

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

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

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

This work essentially comprises of “Design, supply and installation thermal insulation panel not less than 155mm thick for reducing temperature from 540°C at source to 45°C at the inner side of panel in between utility duct and fascia beam of GoI Jetty at Cochin Port.”

#### **3. Site conditions**

##### **3.1 Location**

The location of site is at newly constructed Govt. of India (GoI) Jetty at W/Island. The Location Plan of GoI Jetty is shown in *Appendix-I*

##### **3.2 Reference Level**

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

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

### 3.3 **Tide and Flood Levels**

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

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

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

### 3.4 **Current**

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

### 3.5 **Waves**

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

### 3.6 **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.

### 3.7 **Rainfall**

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

### 3.8 **Temperature**

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

#### **4. Design and Drawings**

The drawings enclosed with the tender document are to provide some idea of the job only and are preliminary and for tender purpose and are by no means complete and final and do not show the full range of the work under the scope of the contract. **The Contractor shall carryout detailed design of the Thermal Insulation Panel and submit the design and drawings to the Employer for approval.** Work shall be carried out only on the basis of approved drawings marked “Issued for Construction” with addition, alteration, modifications, if any made to aforesaid drawings as required from time to time.

#### **5. Time Schedule and monitoring of progress**

- 5.1 Tenderer shall prepare and attach with the tender a detailed work schedule indicating key activities and critical items showing critical path of activities for completing the work within the stipulated contract period. This time schedule forms the basis for monitoring the progress of work.
- 5.2 The contractor shall furnish to the Engineer-in-Charge monthly progress reports of the work during execution in the approved proforma indicating delay, if any, its reason and proposal to cover up the delay.

#### **6. Facilities to be provided by the Port**

##### **6.1 Contractor’s work area:**

- 6.1.1 Work area as per availability near to the Jetty will be made available to the contractor, free of rent. For setting up of office, area will be provided on the Jetty or in the second floor of Pump House building.

##### **6.2 Power**

Electric power required for the work at Jetty can be supplied from the nearest existing line of the GoI free of cost. 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

#### **7. Contractor’s responsibility**

- 7.1 All materials for use on the works shall be supplied and provided by the contractor at his own cost and shall conform to relevant BIS Specification unless otherwise specified.
- 7.2 Samples of all materials including fixtures, if any, to be incorporated in the work shall be got approved by the Engineer-in-Charge before procurement.
- 7.3 The contractor shall thoroughly study the specifications and drawings and errors/omissions/modifications, if any, shall be brought to the notice of the

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

- 7.4 All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour will be contractor's responsibility.
- 7.5 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. The contractor shall ensure that valid Insurance Policy as per contract document is available at all times.
- 7.6 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.
- 7.7 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.
- 7.8 The work shall be arranged by the contractor without causing any damage to Port's/ any other structures. Any damage caused by the contractor's operation shall be compensated/ made good at contractor's risk and cost to the satisfaction of the Engineer-in-Charge of the works, failing which department will do the rectification work and the cost incurred will be recovered from any sum due to him from the Port.
- 7.9 All plants and equipments and consumables required for the whole work shall be provided by the contractor at his own cost.
- 7.10 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.
- 7.11 The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer-in-charge and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error shall appear or arrive in the position, levels, dimensions or alignment of any part of the works, the contractor on being required to do so by the Engineer-in-Charge shall, at his own cost, rectify such error to the satisfaction of the Engineer-in-Charge, unless such error is based on incorrect data supplied by the Engineer-in-Charge, in which case the expense of rectifying the same shall be borne by the department. The checking of any setting out or of any line or level by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, pegs, other things used in setting out the work and measurement purpose.
- 7.12 Qualified Engineers with sufficient experience in works of similar nature as indicated in "Contract Data" shall be available at site throughout the contract period during working hours in order to receive instructions from department and to implement them properly and in time.

- 7.13 The contractor shall take all care and precautionary measures for avoiding damage or accidents to the work from ship or other water crafts movements or other operations in the area. The department will not entertain any claim from the contractor whatsoever, towards compensation for any such damage or accident occurring during the execution of the contract.
- 7.14 The contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be done at the contractor's cost as directed by the Engineer-in-charge of the work. **The contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots etc. to the workmen at his own risk and cost. It shall be the contractor's responsibility to ensure that the workmen make use of the personnel protection equipments during the execution of work**
- 7.15 The work shall be arranged by the contractor without causing any hindrance to the ship and other water craft operating in the area. No damage shall be caused to the structures in the area, water crafts operating in the area or otherwise by the contractor's operations. Any damage or accident caused by the contractor's operations shall be compensated / made good at the contractor's risk and cost.
- 7.16 The contractor shall supply at his own cost monthly or at intervals as directed by the Engineer-in-charge, well executed photographs in standard size (approximately 24x18 cm) with soft copy showing the progress of the work and also such other particular item of the work.
- 7.17 No information or photograph concerning the works shall be published without the prior permission of the Chief Engineer and drafts of all such proposal/publication shall be submitted for approval.
- 7.18 The information and data shown in the drawing and detailed elsewhere in the tender document are furnished for general information and guidance only and the Port Trust in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the tenderer.
- 7.19 The contractor shall observe the conservancy rules relating to the Port and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work, as are required by the Engineer-in-Charge. Under no circumstances, inflammable materials are allowed to spill into Port waters.
- 7.20 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.
- 7.21 The contractor shall provide necessary arrangements including water craft as desired by the Engineer-in-Charge for inspection of work without any extra cost from commencement till completion of work.
- 7.22 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 7.23 All fossils, coins, articles of value or antiques and structures and other remains or things of geological or archaeological interest discovered in the site of work shall be deemed to be the absolute property of the Port Trust and the contractor shall take responsible precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the departmental officers of such

- recovery and carry out at the expense of the department, the Engineer-in-Charge's orders as to the disposal of the same.
- 7.24 The contractor shall remove any plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of work or otherwise deal with the same as directed by the Engineer-in-Charge and until the same is raised and removed, the contractor shall set on such buoys and display at night such lights for avoiding any mishaps.
- 7.25 The contractor shall take all precautions for not to damage any cables/pipes etc. passing through the area of work. Damages, if any, caused to electrical cables/ water lines/ telephone lines shall be rectified by the Contractor at his cost and risk.
- 7.26 While carrying out hot works such as welding, cutting, chipping the concrete etc. at W/Island, the following conditions shall be strictly observed by the contractor:
- (i) Hot work shall be carried out with the approval of the Dy. Conservator's department and the work shall be done as per the instruction of the fire service personnel.
  - (ii) Welding /gas cutting work shall be carried out only with the prior permission of the Marine Dept. and only when vessel carrying inflammable materials is not berthed at the existing berths near to it.
  - (iii) Suitable spark arresters shall be provided on the exhaust of the engine connected to the pile driving mechanism.
  - (iv) Chipping and drilling the RCC etc. when vessel carrying inflammable material is at berth shall be done with soft metal tools only and under the directions of the Fire Personnel.
- 7.27 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 debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer-in-Charge or be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the Port 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, rent for the storage space occupied by the contractor, either for stacking the materials /debris or for areas used for such purpose but not cleared thereafter, will be recovered as per the prevailing Scale of Rate of Cochin Port Trust, for the rent applicable for open storage space for commercial purpose, for the period for which the area had been occupied by the contractor. In addition to the above, in case the Port requires the area immediately for its use, Port will repossess the land after restoring it to its original condition, material will be confiscated and disposed off at the risk and cost of the contractor, after issuing two notices giving 15 days' time each for removing the material. All expenses incurred on this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the contractor by appropriate means.
- 7.28 **The contractor shall extend all facilitations and cooperation for other contractors for simultaneous execution of other works in the area entrusted by Cochin Port Trust.**

- 7.29 The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time."
- 7.30 The contractor shall provide, at every work place, at which 20 or more women workers are ordinarily employed, crèches of reasonable size and with adequate facility for the use of their children under at the age of six years at his risk and cost.

## **8. Workmanship**

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

## **9. Temporary works**

- 9.1 All scaffolding, staging, bracing and other temporary works required for proper execution of the works, shall be provided by the contractor at his own cost, unless stated otherwise and that should be inclusive of all materials, labour, supervision and other facilities. The layout and details of such temporary works shall have prior approval of the Engineer-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.
- 9.2 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.

## **10. Time For Completion**

- 10.1 The time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the contractor. The work shall throughout the time period be proceeded with diligence, time being deemed to be the essence of the contract.
- 10.2 The completion of work may entail working in monsoon period/rainy season without any extra cost. The contractor shall take such an eventuality into



consideration while quoting for the work. Normally, no extension of time will be admissible for work in monsoon.

- 10.3 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.

**11. Working time**

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

**12. Method of Execution**

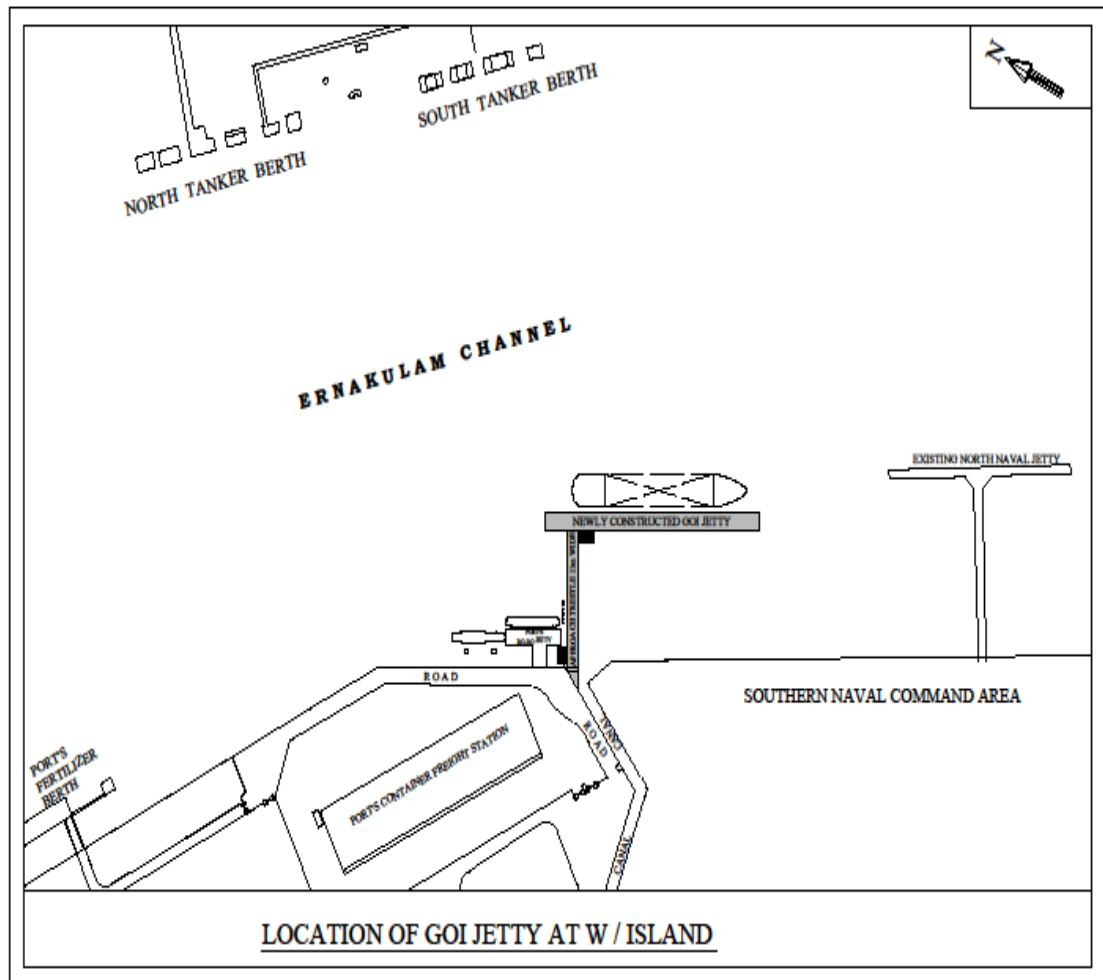
The contractor shall clearly indicate in their tender as per *Annexure-6*, the method proposed by them for executing the various items of works. During the actual execution of the works if modifications or changes in the method of execution of work are found necessary the contractor shall obtain approval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

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

**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 and drawings. The Employer may also vary or alter the lines, levels or positions of any of the works contemplated or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed to be removed, changed or altered, if required, and may order that other work shall be substituted in lieu thereof and any difference in the cost occasioned by any such diminution or alteration

so ordered and directed shall be added to or deducted from the Contract Price based on rates available in the contract or where the rates are not specified a suitable rate backed up by rate analysis shall be submitted by the contractor and agreed upon between the contractor and the Employer. In the event of disagreement, the Employer shall fix such rates or prices as shall in their opinion, be reasonable and proper having regard to the circumstances. The contractor shall give to the Employer before the tenth day of every month, a statement in writing of any extra work which he may have performed during the preceding month, failing which any claim for which he may afterwards make for payment on account of any such extra work will not be allowed.



Appendix - I

## 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**

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

**2. RATES FOR VARIOUS ITEMS**

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

**3. WORKS EXECUTED THROUGH SUBLETTING**

- 3.1 The contractor may sublet any portion of the contract, as per clause 8 of Conditions of Contract of GCC.
- 3.2 Notwithstanding any subletting with such approval as required under above and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the contractor shall be solely responsible for the quality and proper execution of the works, performance of all conditions of contract in all respects as if such subletting had not taken place and as if such work has been done directly by the contractor.

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

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

4.1 In addition to the Clause-26 of GCC- 'Computerized Measurement Book', measurement of the work can be done as detailed below

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

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

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

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

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

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

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

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

- 4.9 Engineer's Nominee or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- 4.10 It is also a term of this Contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

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

- 5.1 No price adjustment shall be made for the variation in price of cement, reinforcement steel, Mild Steel plate, Structural steel, bitumen emulsion.

**6. LIQUIDATED DAMAGES**

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

**7. ADVANCE**

The Mobilization Advance and Construction/Installation equipment Advance shall be as per clause 51 of General Conditions of Contract. Secured Advance shall be given for non - perishable materials as provided in clause 51.6 of General Conditions of Contract. Cement is not considered as a non - perishable item. However, sand will be considered for payment of secured advance.

**8. CARE OF WORKS**

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

## **9. EXCEPTED RISKS**

The excepted risks are riot (in so far as it is uninsurable) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power or a cause solely due to use of occupation by the Board of any portion of the work, any operation of the forces of nature that the contractor could not have foreseen or reasonably provided against. (All of such are herein collectively referred to as the excepted risks).

## **10. INSURANCE OF WORKS**

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

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

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

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

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

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

## **12. MODIFICATIONS TO GCC**

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

### **1. DEFINITIONS**

Following Definitions stands replaced as:

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

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

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

Clauses 25 stands replaced as:

The settlement of disputes and arbitration shall be as per clause 25 of General Conditions of Contracts. However the venue of the arbitration shall be at Cochin.



## 25.1 General

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

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

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

- a) The Dispute in respect of contract of value upto Rs. 1crore shall not be referred for adjudication through arbitration and.
- b) If the value of the contract is exceeding Rs.1 crore and upto Rs.5 crores ,the Dispute shall be resolved through arbitration by a sole arbitrator appointed by the Chairman of Cochin Port Trust :
  - (i) The Contractor shall within a period of 30 days from receipt of the decision of the Chairman, give notice to the Chairman for appointment of arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.
  - (ii) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- c) If the value of the Contract is above Rs.5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof

- d) In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port Trust inter se or CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011- DPE (PMA) – GL dtd. 12.06.2013 or any statutory amendment thereof.

25.2.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

25.2.2 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

25.2.3 It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

25.2.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

25.2.5 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them

and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

25.2.6 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

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

## **26. COMPUTERIZED MEASUREMENT BOOK**

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

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

## **40. PAYMENTS FOR VARIATIONS**

Clauses 40.2 and 40.3 shall be replaced as follow:

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

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

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

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

Contractor.

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

#### **43. PAYMENTS**

Clause 43.2 stands replaced as follows:

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

43.2.1 Any Interim/Final bill which is **incomplete in any respect** shall be returned to the Contractor within 4 days of date of submission of bill to the Engineer or his Nominee.

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

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

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

43.2.3 Final bill shall be paid within 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as detailed below:

43.2.3.1 The Contractor shall submit the Final bill to the Engineer / Nominee within 20 days of issue of Taking

Over Certificate by the Engineer / Nominee. The bill shall be checked and all clarifications/corrections required on the bill submitted, shall be sought from the Contractor within 15 days thereafter. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within the next 10 days. The clarified / corrected bill shall be verified and forwarded to Finance Department within the next 15 days. Thereafter, clarifications if any required by the Finance Department shall be sought within 10 days and the Engineer/Nominee shall clear it on top priority within the next 10 days and, finally, the bill shall be paid to the Contractor within 10 days thereafter, i.e., within a total 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as indicated above.

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

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

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

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

All other clauses under clause 44 remains the same.

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

##### **Clause 45 stands replaced as follows:**

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

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

#### **48. RETENTION**

Clause **48.2** stands replaced as follows:

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

#### **48 & 52 RETENTION MONEY AND SECURITY DEPOSIT**

The Clauses 48 and 52 of the General Conditions of Contract related to the Retention Money and 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 5 % 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 together with the Retention Money recovered from the running accounts bills, shall amount to 10 % of the Cost of Work Done, at all times.
- (iii) In such cases, while releasing the Retention Money after payment of Final Bill as per the contract conditions, care shall be taken that only 5 % of the Cost of Work Done is released, instead of the entire Retention Money recovered from the bills. The balance amount shall be retained to make up for the shortage in the Performance Guarantee and shall be released along with the Performance Guarantee, upon completion of the Defects Liability Period.

#### **52. SECURITIES**

Clauses 52.2 stands replaced as follows:

**52.2 Performance Security** shall 5% of the Contract value.:

#### **55. COMPLETION**

(a) Clause 55.4 shall be added as follows:

**55.4** The Completion Report / Certificate to the Contractor will be issued only after obtaining 'No Claim Certificate' from the Contractor in the format approved by the department stating that they have no further claims against CoPT in respect of the Work.

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

#### **82. TAXES AND DUTIES**

**80.1 - Deleted**

**80.2 - Deleted**

**80.3 - Income Tax**

The Contractor and his staff shall be responsible for payment of all

personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the rate 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 with 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)] stands replaced as follows:

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

(l) ESI Act, 1948:-

(i) As per the Govt. Notification dt. 20.7.09, Cochin Port 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 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**  
**CIVIL ENGINEERING DEPARTMENT**

Tender no: T10/T-1917/2020-C

Tender for

**Design, Supply and Installation of Thermal Insulation Panel under GoI jetty  
at Cochin Port**

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## **SECTION -IV**

### **COCHIN PORT TRUST**

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

##### **1.1 SPECIFICATION OF MATERIALS**

###### **1.1.1 Ceramic Fibre Wool**

Ceramic fibre wool shall have low thermal conductivity and superior insulation performance. The ceramic wool shall be made up from highly purified alumina, silica and Zirconia. The ceramic wool shall have low shrinkage characteristic. It shall remain unaffected by chemical reactions (except hydrofluoric & phosphoric acids and concentrated alkalis). It shall be completely inorganic and no fumes during initial heating or later heat-ups.

The packing density of ceramic wool shall be 150 kg/cum.

###### **1.1.2 Calcium Silicate Board**

Calcium Silicate Board shall be high density type. Calcium Silicate Board shall be manufactured from a mixture of portland cement, fine silica, special cellulose fibers and selected fillers to impart durability, toughness, fire and moisture resistance. It shall not contain any soluble ingredients or free alkali which could be dissolved by moisture or condensation and causing unsightly marks. If Calcium Silicate Board is exposed to moisture, it shall recover completely on drying out, with no permanent loss of strength.

###### **1.1.3 Aluminium Sheets**

Aluminium sheets to be used shall be of aluminium alloy 3105 grade. It shall have 98% pure aluminium alloy with minor additions for strength.

###### **1.1.4 Stainless Steel**

The stainless sections to be used for various works specified in BoQ shall be of grade 316. The size and pattern shall be as specified in the Schedule of quantities and drawings. The stainless steel sections shall be of brush finish or other finishes as directed by the Engineer-in-charge.

##### **1.2 SPECIFICATION OF WORKS**

###### **1.2.1 INSTALLATION OF THERMAL INSULATION PANEL**

The scope of work includes designing, supplying and installing thermal insulation panel not less than 155mm thick for reducing temperature from 540°C at source to 45°C at the inner side of panel in between utility duct and fascia beam of GoI Jetty at Cochin Port. Detailed engineering design, preparation of drawing, and any other relevant details required for successful completion of work shall be in the scope of contractor. The

design calculations and detailed drawing of the thermal insulation panel shall be furnished to the Chief Engineer and the consent to be obtained before commencement of its manufacturing.

Generally, the thermal insulation panel shall consist of (i) Primary Thermal Insulation Panel, (ii) Secondary Thermal Insulation Panel and (iii) Sandwich Sheet Strips in between primary and secondary thermal insulation panels.

#### **1.2.1.1 Primary Thermal Insulation Panel**

Primary Thermal Insulation Panel shall be of minimum 75mm thick. Sandwich type thermal insulation panel shall be fabricated out of formed sections of Stainless Steel (SS) 316 Grade of 3 mm thick sheet and it shall be coated outside and inside with 4mm thick FRP. Thermal insulation panel of 75mm thick shall be insulated with ceramic fibre wool of 150kg/cu m density encapsulated in 80 GSM fiber glass tissue and it shall be compressed to 50mm thick. Insulation material shall be retained on the inner surface by 14 mm thick high density calcium silicate board.

#### **1.2.1.2 Secondary Thermal Insulation Panel**

Secondary Thermal Insulation Panel shall be of minimum 75mm thick. Secondary Thermal insulation panel shall be fabricated out of formed sections of 3mm thick 3105 grade Aluminum Sheet and it shall be coated outside and inside with 4mm thick FRP. Thermal insulation panel of 75mm thick shall be insulated with ceramic fibre wool of 150kg/cu m density encapsulated in 80 GSM fiber glass tissue and it shall be compressed to 50mm thick. Insulation material shall be retained on the inner surface by 14 mm thick high density calcium silicate board.

#### **1.2.1.3 Sandwich Sheet Strips in between primary and secondary thermal insulation panels**

5 mm thick and 50mm wide Nylon sheet strips shall be sandwiched between primary and secondary thermal insulation panel with an air gap of 100mm between strips to avoid thermal conductivity from primary to secondary panel. The Maximum temperature on the secondary insulation panel surface shall not exceed 45°C.

#### **1.2.1.4 Installation of Thermal Insulation Panels**

Thermal insulation panel shall be installed on using 75x6 mm thick SS brackets and brackets shall be anchored to the RCC beam/ slab with Hilti /Fischer anchor fasteners 14x75mm as shown in the drawing. While submitting the tender, tenderer shall specify the method by which the thermal insulation panel is installed. The installation work shall be carried out in accordance with the requirements of the Engineer-in-charge, employing sound engineering techniques and

modern methods with the approval of the Engineer-in-charge.

#### **1.2.1.5 Rate**

The rates quoted for the item of design, supply and installation of thermal insulation panel shall be inclusive of all charges such as packing and forwarding charges, freight, transit/risk insurance charges, taxes, duties including customs duty if applicable, all fixtures and accessories, making necessary holes in the concrete structure for providing anchor bolts etc. complete. The fixtures shall include all materials required for the installation of the thermal insulation panel to the RCC member. Any fittings or accessories which may not be specifically mentioned in the specification but which are used or necessary are to be provided by the contractor without extra charge and the thermal insulation panel fixed must be complete in all respect.

