



COCHIN PORT TRUST

COCHIN-682009, KERALA, INDIA

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**TENDER DOCUMENT FOR REPAIRING AND PAINTING
THE TWO NOS 900 KL PRESSED STEEL OH TANKS AT
LEASING AREA AND ERNAKULAM WHARF.**

TECHNICAL BID (e-Tendering Mode)

Website:www.tenderwizard.com/CPT

CHIEF ENGINEER'S OFFICE

COCHIN PORT TRUST

COCHIN-682009

TENDER No.T6/T-1956/2021-C

PRICE: Rs.1,680/- (Rs.1500+ 12% GST)

COCHIN PORT TRUST
**TENDER FOR ‘REPAIRING AND PAINTING THE TWO NOS 900 KL
PRESSED STEEL OH TANKS AT LEASING AREA AND ERNAKULAM
WHARF’**
(Tender No.T6/T-1956/2021-C)

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SIGNATURE OF TENDERER

COCHIN PORT TRUST

CHIEF ENGINEER'S OFFICE,
COCHIN – 682009

No.T6/T-1956/2021-C

Dated:27/12/2021

1. TENDER NOTICE

- 1.1 Electronic tenders (e-tenders) in “Two Cover System” for “REPAIRING AND PAINTING THE TWO NOS 900 KL PRESSED STEEL OH TANKS AT LEASING AREA AND ERNAKULAM WHARF” are invited by the Suptdg. Engineer(CM), Cochin Port Trust, Willingdon Island, Cochin- 9 and will be received **up to 14.30hrs. on 17/01/2022**. The tenders shall be submitted in accordance with the ‘Instruction to Tenderers’ and ‘General Description and Special Conditions of Contract’ etc. as detailed in the Tender Documents. The tenders will be opened by the Chief Engineer, Cochin Port Trust at this office on the same day at **15.00 hrs.**

Estimated cost:-Rs.45,37,810.00

- 1.2 The Tender Document can be down loaded from the e-tendering portal www.tenderwizard.com/COPT from **10.00hrs. on 27/12/2021 to 14.30hrs on 17/01/2022** by making online requisition & submission of Demand Draft/ Banker's Cheque for **Rs.1500/-+GST @12%(ie, Rs.1,680/-)** drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, being the cost of single copy of the Tender Document. **Scanned copy of the DD/ Banker's Cheque shall be attached with the e-tender.**
- 1.3 The Tender Documents are also available at Port's website www.cochinport.gov.in or Government of India CPP portal for reference.
- 1.4 The bidders need to obtain the one time User ID & password for log-in to e-Tendering Portal www.tenderwizard.com/COPT from the service provider M/s.KEONICS by paying registration amount of Rs.1124/- through online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”.
- 1.5 The tender shall be submitted by an individual or by a registered Partnership firm or by a Limited Company. 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 the 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

authorised 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. **Joint Venture is not allowed in the tender.**

1.6 **The tenders shall be submitted “on line” strictly in accordance with the Instructions to Tenderers and General Description and Special Conditions of Contract given in the Tender Document.** The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender form, EMD/ Bid Security Declaration; proof of experience, financial details, etc. along with e-tenders.

1.7 The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD Declaration shall be uploaded with the Bid Document while submitting the tender electronically in the e-Tendering portal. **The bidder shall submit the Originals of (i) EMD / Bid Security Declaration as per Annexure-I (ii) DD /Pay Order/ Bankers Cheque towards the cost of Bid Document and (iii) Power of Attorney in favour of signatory(s) to the tender, if applicable, along with letter of submission in a sealed cover duly mentioning the Tender Number & Name of Assignment, due date of opening of Bid and Name of the Bidder to the Suptdg. Engineer(CM), Cochin Port Trust, W/Island, Cochin-682009, Kerala, and these original documents shall be reached to the employer within 3 (THREE) working days from the Bid Due date. Non submission of original financial instruments towards the cost of tender document, EMD/ Bid Security Declaration as per Annexure-I and Power-of-Attorney, if applicable, within the above period leads to disqualification of Bids. Bids received after the stipulated last date and time for receipt, due to any reason will not be considered.**

1.8 The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. **For further details, please contact e-Tender Help Desk No. 080-40482000/ 9746118529/9605557738.**

1.9 EARNEST MONEY TO BE DEPOSITED

1.9.1 **Each tender should be accompanied by an EMD/ Bid Security Declaration as per the format at Annexure-I.**

1.10 Tender Submission/Opening:

1.10.1 The time schedule for various activities in connection with this tender will be as follows.

Description of activity	Schedule time	Venue
a)Last date & time for submission of tenders	14.30 hrs on 17/01/2022	-----
b)Public opening of	15.00 hrs on 17/01/2022	Chief Engineer’s

Tenders		Office
---------	--	--------

- 1.10.2 Tender shall include Cover A containing hard copy of “**EMD/ Bid Security Declaration & COST OF TEDNER FORM**”. All other technical details including Technical Bid & Price Bid shall be submitted only **online**.
- 1.10.3 **Technical Bid & Price Bid shall be submitted only ‘Online’. The name and address of the tenderer shall be necessarily entered in the space provided in ‘Price Bid’.**
- 1.11 The right of acceptance of tender will rest with Port Trust Board who does not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all of the tenders received without assigning any reason.
- 1.12 The Chief Engineer/ Dy.CE/ Suptdg. Engineer or his duly authorized assistant will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative.
- 1.13 i) The tenderer should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 60 days for which request in writing/ telefax/e-mail by the Chief Engineer before the expiry of the original validity would be sufficient intimation. The receipt of the intimation of the Chief Engineer should be acknowledged.
- ii) 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.
- 1.14 The tenderer shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.
- 1.15 The tenderer shall be deemed to have full knowledge of all documents, site, etc. whether he has inspected them or not. The submission of a tender by tenderer implies that he has read this notice and General Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender.
- 1.16 Securities:**
- 1.16.1 Security Deposit (SD) shall be 3% of the Contract value or value of the work done whichever is higher and it shall consist of the following:
- a) **Performance Security** 3% of contract value payable on award of the work.
- b) **Retention Money: NIL**
In case, where the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be

deducted from the RA Bills. While making payment, which will be released along with the Performance Security only

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

1.16.2 **Performance Security:** The Performance Security retained till end of Defect Liability period (1 year from the date of completion of work) shall be 3% of Contract Value or Cost of Work Done, whichever is higher. So, initially 3% of the Contract value shall be furnished as Performance Security.

In case, where the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be deducted from the RA Bills, while making payment, which will be released along with the Performance Security only.

1.16.3 The Security Deposit/ Performance Security @ 3% of the value of the contract awarded or the value of the work done whichever is higher, shall be furnished by the Contractor to the Employer, not later than **14 days** from the date of letter of acceptance or such extension of that period as may be permitted by the Engineer in writing, and shall be furnished in one of the following forms:

i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank.

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

1.16.4 The Security Deposit/ Performance Security retained till end of Defects Liability Period (**1 year from the date of completion**) shall be 3% of Contract Value or Cost of Work Done, whichever is higher. So, initially 3% of the Contract value shall be furnished as Performance Security. **The BG furnished towards the Performance Security shall be valid until a date 30 days from the day of expiry of the Defect Liability Period stipulated as per the terms of the Contract.**

1.16.5 Unless Performance Security is furnished within the period as specified above or such extension of that period as may be permitted by the Engineer in writing, tenderer will be suspended and shall not be eligible to participate in the tenders invited by Cochin Port Trust for a period of **Two Years from the date of such suspension order.**

1.16.6 **Retention Money:** NIL. In case, where the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be deducted from the RA Bills. While making payment, which will be released along with the Performance Security only.

1.16.7 Deleted.

1.16.8 **The Performance Security retained till end of Defect Liability Period (1 Year from the date of completion) shall be 3% of Contract Value or Cost of Work Done, whichever is higher.**

1.16.9 If the Cost of Work done exceeds the Contract Value, the total amount retained as Security Deposit considering the Performance Security initially submitted

together with the Additional Security Deposit recovered from the running account bills, shall amount to 3% of the Cost of Work done.

1.16.10 Deleted.

1.17 Deleted.

1.18 The Bidder shall furnish an EMD/ Bid Security Declaration as per the format at Annexure-I, thereby accepting that the tenderer will be suspended and shall not be eligible to participate in the tenders invited by Cochin Port Trust for a period of **Two Years from the date of such suspension order**, under the following circumstances.

a) If after opening tender, he withdraws or modifies his Tender during the period of validity specified in the Bid Documents (including extended validity, if any), or does not accept the correction of the Tender Price pursuant to arithmetical errors.

b) If, after the award of work, he fails to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

1.19 **Signing of Agreement:**

1.19.1 The successful tenderer will be required to execute within **21 days** from the date of receipt of work order, an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental form, consisting of:

a) The Tender Notice, all the documents including additional conditions/specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to, and

b) General Conditions of Contract-2016 (GCC), for the due and proper fulfillment of the Contract.

1.19.2 The Contractor shall make 10 copies of the Agreement and submit to CoPT within 7 days following the date of signing of Agreement.

1.20 Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Port.

1.21 Failure to comply with conditions **1.13, 1.16 and 1.19** above will entail forfeiture of the Earnest Money.

1.22 Tenders received shall be considered for acceptance, only if it meet the Minimum Qualification Criteria stipulated below:

Minimum Qualification criteria required for considering tenders:

(i) Experience:

The tenderer should have successfully completed at least:

one similar work of value not less than Rs.36.30 lakhs

OR

two similar works, each of value not less than Rs.22.69 lakhs

OR

three similar works, each of value not less than Rs.18.15 lakhs,
during the preceding seven years ending 30th November 2021.

Explanatory notes:

(a) Similar work(s) means “Civil Construction works/ Civil maintenance Works/ Fabrication or Repair and painting of Steel Structures”.

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

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

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

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

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

(ii) **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2020 shall not be less than Rs.13.61 Lakhs.

In proof of this Audited Annual Accounts Statements or IT returns duly acknowledged by the Income Tax department along with computation statement signed by the Auditor/ Chartered Accountant, for the last three years shall be produced by the tenderer.

- 1.23 Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
- 1.24 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 1.25 The tenderer shall specify the PAN No. allotted to him so that Chief Engineer/ Executive Engineer can ascertain his liability to the Income Tax Department.
- 1.26 The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- 1.27 Tender Documents can be seen at Chief Engineer's Office during working hours on all days except on Sundays, second and fourth Saturdays and Public Holidays.
- 1.28 **Taxes and Duties:**
 - 1.28.1 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.
 - 1.28.2. GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Trust, which will be paid to the Contractor by the Board along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected. The following are also to be considered while claiming payment towards GST:
 - i. Invoice in specific format should be provided by the Contractor for every payment.
 - ii. GST Registration Number of Cochin Port Trust and the Contractor is to be clearly mentioned with all the bills.
 - iii. Invoice should be attached along with the running bills.
 - iv. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.

- 1.28.3. Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Trust will result in the summary rejection of his /their tender.
- 1.29 Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the Contractor and the same will be deducted from Contractor's bills while making payment or when crediting amount to Contractor's account.
- 1.30 **The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme, as applicable under the act.**
If the number of employees proposed to be engaged in the work is less than the threshold limit under ESI/ EPF act, an undertaking to this effect shall be included in the tender submission.
- 1.30 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 alongwith the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and also, a scanned copy of the Exemption Certificate duly notarised shall be uploaded in the e-tendering Portal.
- 1.31 The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.
- 1.32 This Tender Notice shall form part of the Contract.

Chief Engineer
Cochin Port Trust
For and on behalf of the Board of Trustees of the Cochin Port Trust

2. TENDER FOR WORKS

To

**The Board of Trustees,
Cochin Port Trust
Through
The Chief Engineer
Cochin Port Trust, Cochin -9**

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

M E M O R A N D U M

- a) General description of work : **REPAIRING AND PAINTING THE TWO NOS 900 KL PRESSED STEEL OH TANKS AT LEASING AREA AND ERNAKULAM WHARF.**
- b) Estimated cost (PAC) : **Rs.45,37,810.00**
- c) Earnest Money : **NIL (EMD/ Bid Security Declaration shall be furnished)**
- d) Security Deposit : 3% of the value of the Contract awarded or value of the work done whichever is higher. (Performance Security @ 3%)
- e) Percentage, if any, to be deducted from the bills : In case, Where the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be deducted from the RA Bills, while making payment, which will be released along with the Performance Security only.
- f) Time allowed for commencement of work from the date of receipt of work order : **7 days**
- g) Time allowed for the work from the date of commencement of work : **3 Months**
- h) Schedule, specifications, conditions, drawings etc. : As per "Contents" sheet attached.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the 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..... has been deposited with 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 Contract Data in accordance with clause 52 of the said conditions of Contract otherwise the said sum of Rs. shall be retained by the Board as on account of such security deposit as aforesaid; or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Contract Data and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 40.3 of the Conditions of Contract.

Dated the day of 2021

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

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

Dated theday of2021.

Dated.....

Chief Engineer

Cochin Port Trust

3. CONTRACT DATA

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

Sl. No.	Description	Reference Cl.No. of GCC																
1	<i>The following documents are also part of the Contract</i>																	
	The Schedule of other Contractors ----- i)	(8.2) N.A																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: left;">The Schedule of Key personnel</th> </tr> <tr> <th style="text-align: center;">Qualification of Staff</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Min. Experience (Years)</th> <th style="text-align: center;">Rate of recovery in case of non-compliance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Graduate Engineer or</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">Rs.15,000/- p.m</td> </tr> <tr> <td style="text-align: center;">Diploma Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> <td style="text-align: center;">Rs.15,000/- p.m</td> </tr> </tbody> </table>	The Schedule of Key personnel				Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance	Graduate Engineer or	1	2	Rs.15,000/- p.m	Diploma Engineer	1	5	Rs.15,000/- p.m	(9) N.A
The Schedule of Key personnel																		
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance															
Graduate Engineer or	1	2	Rs.15,000/- p.m															
Diploma Engineer	1	5	Rs.15,000/- p.m															
2	The Employer is	(1)																
	The Board of Trustees, Cochin Port Trust, Cochin -9																	
	Name of Authorized Representative:																	
	Name: Dr. M. Beena, Chairperson, Cochin Port Trust, Cochin -9.																	
3	The Engineer is:																	
	Name : Shri. Paritosh Bala, Chief Engineer, Cochin Port Trust, Cochin-9.																	
	The Nominee/ Engineer-in-Charge is:																	
	Name : Sri.A.G.Sathyan, Suptdg. Engineer(CM)																	
4	Name of Contract: “REPAIRING AND PAINTING THE TWO NOS 900 KL PRESSED STEEL OH TANKS AT LEASING AREA AND ERNAKULAM WHARF. Tender No : T6/T-1956/2021-C	(1)																
5	10 copies of Contract Agreement shall be furnished by the Contractor	[7.1]																

Sl. No.	Description	Reference Cl.No. of GCC				
6	Tender Document and other data are available at : Chief Engineer's Office, Cochin Port Trust, W/Island, Cochin – 682009, KERALA.	(7.2)				
7	The Intended Completion Date for the whole of the Work is 3 Months with the following milestones:	(17.28)				
8	Milestone dates: <table border="1" data-bbox="293 663 1091 887"> <thead> <tr> <th data-bbox="293 663 695 781">Physical works to be completed</th> <th data-bbox="695 663 1091 781">Period from the date of receipt of LoA to proceed with the work</th> </tr> </thead> <tbody> <tr> <td data-bbox="293 781 695 887">3 Months</td> <td data-bbox="695 781 1091 887">7 days</td> </tr> </tbody> </table>	Physical works to be completed	Period from the date of receipt of LoA to proceed with the work	3 Months	7 days	
Physical works to be completed	Period from the date of receipt of LoA to proceed with the work					
3 Months	7 days					
9	The following shall form part of the Contract Document: <ol style="list-style-type: none"> (1) Form of Agreement (2) Letter of Acceptance (3) Contractor's Bid (4) Contract Data (5) General Conditions of Contract (GCC) (6) Instructions to Tenderers (7) General Description and Special Conditions of Contract (8) Detailed Specifications for Materials and Works (9) Drawings (if any) (10) Schedule of quantities and (11) Any other documents listed in the Contract Data as forming part of the Contract. (12) 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 	(2.3)				
10	The Contractor shall submit a Program for the Works within 7 (Seven) days of date of the Letter of Acceptance.	(27)				
11	The site possession date: The site will be handed over within 7 (Seven) days after receipt of LoA and the site is free from encumbrances.	(21)				
12	The Start Date shall be within 7 (Seven) days from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.	(1)				
13	The site is located at W/ Island					

Sl. No.	Description	Reference Cl.No. of GCC
14	The Defects Liability Period is : One year from the date of completion of work.	(35)
15	The minimum insurance cover for physical property, injury and death is Rs.10 lakhs (Rupees Ten lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13)
16	The following events shall also be Compensation Events: -----	(44) N/A
17	The period between Programme updates shall be 30 days	(27)
18	The amount to be with held for late submission of an updated Programme shall be Rs..... (Rupees.....)	(27) N/A
19	The language of the Contract documents is English.	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is Indian Rupees.	(46)
22	The proportion of payments retained (Retention Money) shall be 5% from each bill subject to a maximum of 5% of the Contract price or value of the work done whichever is higher.	NA
23	The maximum amount of Liquidated Damages for the whole of the works is 10% of the Contract Price.	[49]
24	The amounts of the advance payments : The advance payments as applicable to the Contract are: -----	[51] N/A
25	Repayment of advance payment for mobilization : -----	[51] N/A
26	Repayment of advance payment for Construction and Equipment: -----	[51] N/A
27	Repayment of Secured Advance: -----	N/A
28	The date by which “As Built Drawings” are required is within -- days of issue of certificate of completion of whole or section of the work, as the case may be.	(58) N/A
29	The amount to be withheld for failing to supply “As Built Drawings” and/or operating and maintenance manuals by the date required is Rs..... (Rupees -----)	(58) N/A
30	Schedule of Rates Applicable: CPWD DSR 2018 + 55% Cost Index x 0.8768 for deducting GST.	

Sl. No.	Description	Reference Cl.No. of GCC
31	Base Rate for materials to be considered for price variation :----- (i) Cement consumed for various items of work : Rs..... per tonne (ii) Reinforcement steel used under various items : Rs..... per tonne (iii) Structural Steel used under various items: Rs..... per tonne (iv) Bitumen under various items in: Rs..... per tonne (v) Bitumen Emulsion (MS&RS) under various items in: Rs..... per tonne	(47) N/A
32	Permissible wastage on theoretical quantities of (a) Cement : 2% (b) Steel Reinforcement and structural steel sections for each diameter, section and category : 5.99% (c) Bitumen/Bitumen Emulsion : 2.5%	(47)

4. INSTRUCTIONS TO TENDERERS

- 4.1 Electronic Tenders (e-tenders) on percentage basis under “Two Cover system” are invited for **“REPAIRING AND PAINTING THE TWO NOS 900 KL PRESSED STEEL OH TANKS AT LEASING AREA AND ERNAKULAM WHARF.”** The tenderer shall submit the tender Cover-A (Hard Copy of EMD/ Bid Security Declaration & Cost of Tender form). All the Technical Bid documents & Price Bid shall be submitted **“online”**.
- 4.2 The Tender Document will be available as three separate files in the e-tendering Portal:
- i. A. Technical Bid Documents (as per Sl. No 1 to 7 of the Contents sheet)
 - ii. B. Price Bid: Schedule of quantities of Work- Schedule-A and
 - iii. C. General Conditions of Contract-2016
- 4.3 The tenderer shall upload the documents indicated in 4.2 (i) & (iii) above and also the Schedule of Quantities(Percentage) [as per Cl.4.3(ii), duly filled in, **“online”**.

4.4 SUBMISSION OF TENDERS

- 4.4.1 The Cover A shall contain – hard copy of **EMD/ Bid Security Declaration** as described in Clause 1.9.1 of Tender Notice & Cost of Tender form as mentioned in Clause 1.2 of Tender Notice shall be submitted **within 3 (THREE) working days from the Bid Due date.**

4.4.2 Technical Bid (Online mode)

Technical Bid shall contain all technical and commercial details except Schedule of Quantities. It shall consist scanned/ soft copies of the following documents.

- a) A covering letter from the tenderer enlisting the enclosures/ attachments.
 - b) Original Tender Document (Technical Bid) except Schedule of Quantities.
 - c) Copy of the documents in proof of fulfillment of the Minimum Qualification Criteria.
 - d) Copy of PAN Card, ESI/EPF & GST Registration documents.
 - e) Copy of Authorisation documents of Signatory of the bid in case of Registered Partnership firm / Limited company
 - f) Partnership deed or Memorandum and Article of Association of the company and registration certificate of the company as the case may be.
 - g) Any other relevant document.
- 4.4.2.3 Scanned copies of all documents as per Clause 4.5.2, EMD/ Bid Security Declaration as per Annexure-I and Cost of Tender Form shall be submitted as “Technical Bid”.
- 4.4.2.4 Departmental Tender Document (except Schedule of Quantities), along with scanned copies of Cost of Tender form, EMD/ Bid Security Declaration and

other documents as per Clause 4.5.2 shall be submitted ‘online’ before 14.30 hrs of opening date of the Tender. **In no case shall filled in Price Bid - Schedule of Quantities be submitted in hard copy, as it shall result in rejection of the tender.**

4.4.3 Price Bid

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

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

4.4.3.3 Tenderer shall quote the percentage in figures with Above/Below the departmental rate in the last page of Price Bid, where space provided.

4.5 PRE-QUALIFICATION CRITERIA

4.5.1. Selection criteria for qualifying the tenderers for opening the Price Bids in Cover ‘B’ of the tender will be as below:

(i) Experience :

The tenderer should have successfully completed at least one similar work of value not less than Rs.36.30 lakhs

OR

two similar works, each of value not less than Rs.22.69 lakhs

OR

three similar works, each of value not less than Rs.18.15 lakhs, during the preceding seven years ending 30th November 2021.

Explanatory notes:

- a) Similar work(s) means “*Civil Construction works/ Civil maintenance Works/ Fabrication or Repair and painting of Steel Structures*”.
- b) Copy of completion certificates of each work issued by the owner/responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
- c) 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.
- d) The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or sub Contractor. The sub-Contractor shall be an authorized and approved sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a

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

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

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

(ii) **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2020 shall not be less than Rs.13.61 Lakhs.

In proof of this Audited Annual Accounts Statements or IT returns duly acknowledged by the Income Tax department along with computation statement signed by the Auditor/ Chartered Accountant for the last three years shall be produced by the tenderer.

4.6. OPENING AND EVALUATION OF TENDERS

4.6.1 Cover 'A' containing the **EMD/ Bid Security Declaration & Cost of Tender form** shall be opened at **15.00 hrs. on 17/01/2022**, the last date fixed for receiving the bid, in the SE's chamber in the presence of the tenderers or their representatives as may be present. Scanned copy of EMD/ Bid Security Declaration & Cost of Tender form submitted online also opened at 15.00 Hrs on **17/01/2022**.

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

4.7 GENERAL INSTRUCTIONS TO TENDERERS

4.7.1 The submission of a tender by tenderer implies that he has read whole Tender Documents including the General Conditions of Contract (GCC) -2016.

4.7.2 The tenderer is expected to examine the Tender Documents including all conditions, specifications, forms etc. and also conditions in the G.C.C. Failure to furnish the information required in the Tender Document / G.C.C or

- submission of a tender not conforming to the requirements in every respect, is likely to result in the rejection of the tender.
- 4.7.3 Incomplete tenders or tenders not in the prescribed format shall be liable for rejection.
- 4.7.4 Cochin Port will not take responsibility for any delay in receipt or non-receipt of the bidding document.
- 4.7.5 The tenderers shall inspect the site of work with prior appointment with the Engineer's Nominee for 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, working conditions etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer.
- 4.7.6 All costs, charges, and expenses that may be incurred for the submission of the tender shall be borne by the tenderer and the Board accepts no liability whatsoever thereof. Tenderer shall rely on his own judgement, skill and expertise in all matters connected with the tender and submission thereof.
- 4.7.7 The tenderer shall make their own arrangements for obtaining all licenses, permits etc, if any that may be required in connection with procurement of any accessories etc. to be used on the works. The Board shall give only recommendatory assistance for the same with no obligation thereafter. Obtaining necessary licence and permits shall be the responsibility of the Contractor. Contractor will not be entitled to any claim on the Board on the ground that the Board did not afford the recommendatory assistance.
- 4.7.8 In case the department desires to inspect the equipments/ machinery for conformation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.
- 4.7.9 The rates for each items shall be all inclusive value of the finished work as per drawings and specifications, covering all labour charges, cost of materials, plants, equipment etc., transportation cost and all duties, taxes and other levies but excluding GST as applicable at the time of tendering and shall be multiples of ten paise.
- 4.7.10 The tenderer shall quote for the work on percentage basis. The departmental rate for each item of work is given in the Schedule of Quantities. The tenderer shall fill the percentage above or below the Departmental rate, in the column provided for the purpose in the Schedule.
- 4.7.11 In case of discrepancy between the specifications and the drawings, the following order of preference shall be observed for execution of works.
- a) Drawings.
 - b) Conditions and specification of tender.
 - c) B.I.S. Specifications / MORT & H's specifications.
 - d) Sound Engineering Practice.

- 4.7.12 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 will be binding on the tenderer / Contractor.
- 4.7.13 Any error in description, any omissions there from shall not vitiate the Contract or release the Contractors from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the Contract.
- 4.7.14 The Chief Engineer, Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Tender Documents at any time prior to the due date of submission of the tender. Such revisions or amendments or extensions if any, shall be communicated to all the bidders who have downloaded the Tender Documents, in the form of an addendum by telefax /e-mail / writing. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of tender.
- 4.7.15 All payments due to the Contractor under this Contract will be made in Indian Rupees only.
- 4.7.16 Tenders received after the date specified for submission shall not be opened.
- 4.7.17 The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to by the Chief Engineer, Cochin Port 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.

SIGNATURE OF TENDERER.

GENERAL DESCRIPTION AND SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

- 1.1 The proposed work is for “**REPAIRING AND PAINTING THE TWO NOS 900 KL PRESSED STEEL OH TANKS AT LEASING AREA AND ERNAKULAM WHARF**”. The work consists of the following:
- (i) Replacing damaged, corroded steel members including, Angles, Steel Plates etc. Replacing the corroded steel plates of the Tank with new plates.
 - (ii) Painting the external surface of tanks with approved tar epoxy paints as per specifications.
 - (iii) Painting the internal surface of the tanks with approved food grade high build high performance tank liner as per specifications.
- 1.2 The work shall be meticulously planned in consultation with the departmental supervisory staff and nearby users, so that minimum inconvenience is caused to the functions of the wharf.

2. WORK SITE

- 2.1 The work has to be carried out at Ernakulam Wharf & Leasing area. Ernakulam Wharf is operational and protected area and hence security rules and regulations including obtaining passes etc. for work are to be observed by the contractor. The work is to be carried out without disturbing the normal Port operations.

3. TIME SCHEDULE AND MONITORING OF PROGRESS

- 3.1 The tenderer shall prepare and attach with the tender a detailed work schedule indicating key activities and critical items for completing the work within the stipulated Contract period of **3 Months**. This time schedule will form the basis for monitoring the progress of work.

4. MATERIALS / FACILITIES TO BE PROVIDED BY DEPARTMENT

4.1 CONTRACTOR'S WORK AREA

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

5. CONTRACTOR'S RESPONSIBILITY

- 5.1 The tenderer shall visit the area before tendering. It will be deemed that the tenderer has visited the site and studied the site conditions before submitting the tender. The tenderer should get himself acquainted with the nature and extent of the work. No claim whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work or carriage of materials etc.
- 5.2 All materials, plants and equipments, required for the work shall be provided by the Contractor at his own cost, and shall conform to relevant I.S. Specification unless otherwise specified.

- 5.3 Samples of all materials, to be incorporated in the work shall be got approved by the Engineer's Nominee before procurement.
- 5.4 The Contractor shall thoroughly study the specifications and errors / omissions/modifications if any shall be brought to the notice of the Engineer – in-Charge well in advance so that a final decision in the matter could be given in time.
- 5.5 All labour, skilled or unskilled shall be provided by the Contractor. Settling any dispute with the labour will be Contractor's responsibility. Insurance as per Indian Workmen's Compensation Act for the Contractors' workmen and Public Liability Policy shall be provided by the Contractor at his own cost.
- 5.6 The Contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and shall be made good or compensated at his own cost.
- 5.7 The Contractor shall take all care and precautionary measures for avoiding any kind of damage/accidents in the work site due to any of his reasons. The Contractor shall indemnify the Port against any compensation whatsoever payable to the workmen for accident or loss arising out of and in the course of their employment under this Contract.
- 5.8 The work shall be arranged by the Contractor without causing any damage to Port structures. Any damage or accident caused by the Contractor's operation shall be compensated / made good at Contractor's risk and cost to the satisfaction of the Engineer's Nominee of the works, failing which department will do the rectification work and the cost incurred will be recovered from his bill or from security deposit.
- 5.9 The Contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer's Nominee of the work and any construction so put up shall be removed by the Contractor whenever the Engineer's Nominee calls upon the Contractor to do so.
- 5.10 The Contractor shall remove all temporary works, clear and make good the site, at his cost to the satisfaction of the Engineer's Nominee before the site is returned to the Port Trust. All materials shall be disposed to any place as pointed out by the Engineer's Nominee of the work and site shall be cleared in every respect at no extra cost after completion of work.
- 5.11 The Contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer's Nominee before the site is returned to the Port Trust. All such materials including debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer's Nominee or be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the Port 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 in this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the Contractor by appropriate means.

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

6. POWER AND WATER

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

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

7. **WORKMANSHIP**

7.1 All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified. Whenever special conditions and other specifications deviate from the B.I.S. the former shall prevail.

7.2 The whole work shall be completed in a diligent manner within the Contract period and defect or imperfection if any, observed during the Defect Liability Period/ guarantee period the same shall be rectified at Contractor's cost to the full satisfaction of the Engineer's Nominee within the time allowed.

7.3 Precautions shall be taken for not to damage cables/ pipe lines etc.

7.4 The work shall be arranged in the order of preference and as directed by the Engineer's Nominee of work.

8. **TEMPORARY WORKS**

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

8.2 On completion of the works, temporary works if any provided by the Contractor shall be removed from the site and the area shall be reinstated to the original condition at his own risk and cost.

9. **TIME FOR COMPLETION**

9.1 The time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the Contractor. The work shall throughout the time period be proceeded with diligence, time being deemed to be the essence of the Contract. The number of days lost due to heavy rain shall be certified by the Engineer's Nominee. The Contract period shall be extended for such certified days also without imposing compensation for delayed performance.

9.2 The whole work shall be completed in accordance with the provisions under Contract Data or such extended time as may be allowed as per clause 29 of G.C.C.

10. **WORKING TIME**

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

11. RATES FOR VARIOUS ITEMS

11.1 The rate specified for each item shall be all inclusive value of the finished work, income tax and other taxes but excluding Service Tax.

12. ALTERATIONS / ADDITIONS / OMISSIONS

The quantities given in the bill of quantities (Schedule of items) are only approximate and payment will be made as per actual quantity of work done and rate specified.

13. MEASUREMENT

The quantities shall, unless otherwise stated, be measured in accordance with I.S.1200.

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

15. Clause-25 of GCC- 'Settlement of Disputes and Arbitration' is not applicable in this Contract.

16. Clause-26 of GCC- 'Computerised Measurement Book' is modified to the extent as detailed below.

Measurements of Work Done:

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

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

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

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

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

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

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

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

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

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

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

Clause 80-Taxes and Duties Income Tax The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned

authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Contractor 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. The Contractor shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

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

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

43.2.1 Any Interim/Final bill which is incomplete in any respect shall be returned to the Contractor within 5 days of date of submission of bill to the Engineer or his Nominee.

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

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

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

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

43.2.6 The Contractor shall submit the Final bill to the Engineer / Nominee within 20 days of issue of Taking Over Certificate by the Engineer / Nominee. The bill shall be checked and all clarifications/corrections required on the bill submitted, shall be sought from the Contractor within 15 days thereafter. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within the next 10 days. The clarified / corrected bill shall be verified and forwarded to

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

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

SIGNATURE OF TENDERER

6. DETAILED SPECIFICATIONS FOR MATERIALS TO BE USED ON WORK

Except where otherwise specified or authorized by the Engineer-in-Charge, materials supplied by the Contractor shall conform to the latest edition of code of practices published by the Bureau of Indian Standard. Samples of materials to be supplied by the Contractor shall be shown to the Engineer-in-Charge sufficiently in advance for approval of its quality for use on the Work.

All the materials to be used on the Works shall have **BIS certification** mark if so available, unless otherwise specified elsewhere or shall be of approved brand with equivalent material as approved by the Engineer-in-Charge. Wherever, any brands are specified for the materials /products to be used on the Work, its equivalent quality material shall also be used, with the approval of the Engineer in Charge.

All materials supplied shall be stored appropriately to prevent deterioration/ damage from any cause what so ever and to the entire satisfaction of the Engineer-in Charge.

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

1. MATERIALS FOR EXTERNAL PAINTING

Paints for the External Surface of Steel tank & structural support shall be of Berger Protector CTE MAST Black/ ASIAN RUST O SEAL/ Nerolac Mastic or its approved equivalent paint (1 coat of 75 Micron Thick) and 2 coat (75 Micron each) of Berger Epilux 555 Coaltar Black Coating/ ASIAN Coaltar Black Coating/ Nerolac Coaltar or its approved equivalent.

2. MATERIALS FOR INTERNAL PAINTING

Paint for the internal Surface of steel tank shall be Food Grade High Build Tank lining paint (Berger Epilux 78 HBTL/ ASIAN APCODUR 699/ NEROLAN FOOD GRADE HIGH BUILD TANK LINING) or approved equivalent paints 3 coats (75 Micron each).

SIGNATURE OF TENDERER

7. DETAILED SPECIFICATIONS OF ITEMS OF WORKS

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

Detailed specifications of items of Works are described below:

2. PAINTING WORK (INTERNAL AND EXTERNAL SURFACE OF THE TANK)

- 2.1 Ready mixed Paint shall be of approved brand and manufacture shall be used for the work. (Berger Protector CTE MAST Black/ ASIAN RUST O SEAL/ Nerolac Mastic or its approved equivalent paint (1 coat of 75 Micron Thick) and 2 coat (75 Micron each) of Berger Epilux 555 Coalatar Black Coating/ ASIAN Coalatar Black Coating/ Nerolac Coalatar or its approved equivalent) for external surfaces and Food Grade High Build Tank lining paint (Berger Epilux 78 HBTL/ ASIAN APCODUR 699/ NEROLAN FOOD GRADE HIGH BUILD TANK LINING) or approved equivalent paints 3 coats (75 Micron each) for internal surfaces.
- 2.2 ***Preparation of Surface*** : The old existing paint shall be removed by using wire brush, emery paper, chipping hammer and buffing wheel. Where the existing Paint is firm and sound, it shall be cleaned of grease, smoke etc. and rubbed with sand paper to remove all loose particles dusted off.
- 2.3 If the old paint is blistered and flaked it will be necessary to completely remove the same by scrubbing or by using suitable paint remover. The surface shall be thoroughly cleaned off all dirt, dust, algae, fungus or moth, grease and other foreign matters. The prepared surface shall have received the approval of the Engineer in charge after inspection before painting is commenced.
- 2.4 ***Painting*** :
 - 2.4.1 The number of coats as stipulated in the item shall be applied with the paint specified in the schedule of works. If however, the surface is not satisfactory additional coats as required shall be applied to get correct finish. The drying time between consecutive coats, shall be not less than 3 hours.
 - 2.4.2 Paints of approved brand and manufacture shall be used. Only ready mixed Paint as received from the manufacturer without any admixture shall be used. If for any reason, thinning is necessary in case of ready mixed Paint, the brand of thinner recommended by the manufacturer or as instructed by the Engineer-in-Charge shall be used. Approved Paints, shall be brought to the site of work by

the contractor in their original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work. The materials shall be kept in the joint custody of the contractor and the Engineer-in-Charge. The empties shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

- 2.4.3 Painting shall not be started until the Engineer-in-Charge has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. Painting should not be done in adverse weather condition like hail storm and dust storm.
- 2.4.4 The surface shall be thoroughly cleaned and dusted off. All rust, dirt, scales, and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Engineer-in-Charge after inspection, before painting is commenced.
- 2.4.5 Before pouring into smaller containers for use, the Paint shall be stirred thoroughly in its containers, when applying also, the Paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform.
- 2.4.6 The painting shall be laid on evenly and smoothly by means of crossing and laying off. The crossing and laying off consists of covering the area over with Paint, brushing the surface hard for the first time over and then brushing alternately in opposite direction, two or three times and then finally brushing lightly in a direction at right angles to the same. In this process, no brush marks shall be left after the laying off is finished. The full process of crossing and laying off will constitute one coat.
- 2.4.7 No left over Paint shall be put back into the stock tins. When not in use, the containers shall be kept properly closed.
- 2.4.8 No hair marks from the brush or clogging of Paint puddles shall be left on the work.
- 2.4.9 Special care shall be taken while painting over bolts, nuts, rivets overlaps etc.

2.4.10 Brushes and Containers

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

2.4.11 Measurements

The length and breadth shall be measured correct to a cm. The area shall be calculated in sqm (correct to two places of decimal).

3. REPAIRING/ REPLACING THE DAMAGED STEEL MEMBERS OF THE TANK

- 3.1 Damaged/ corroded/ rusted steel members/ plates shall be removed fully or partially as per the requirement by cutting suitably and replacing the same with new suitable steel members.

- 3.2 Leakage of the tanks due to the corrosion of the steel plates shall be rectified by cutting and removing the damaged portions of plates and replacing the same with new steel plates of suitable thickness.
- 3.3 Leakages of tanks through the joints of the plates if any shall be rectified by filling the joints with suitable metal putty/ silicon sealant etc. before commencing the painting work.
- 3.4 The steel section shall be straight or to be straightened or flattened by pressure unless required to be of curvilinear form and shall free from twists. These shall be cut square either by shearing or sawing to correct length and measured by steel tape. No tow pieces shall be welded or joined to make up for the required length of member.
- 4 Welding :
- 4.1 Welding shall generally be done by electric arc process as per IS 816 and IS 823. Where electricity for public is not available generators shall be arranged by the contractor at his own cost unless otherwise specified. Gas welding shall only be resorted to using oxyacetylene flame with specific approval of the Engineer-in-charge. Gas welding shall not be permitted for structural steel work Gas welding required heating of the members to be welded along with the welding rod and is likely to create temperature stresses in the welded members. Precautions shall therefore be taken to avoid distortion of the members due to these temperature stresses. The maximum dia of electrodes for welding work shall be as per IS 814. Joint surfaces which are to be welded together shall be free from loose mill scale, rust, paint, grease or other foreign matter, which adversely affect the quality of weld and workmanship.
- 5 Precautions:
- 5.1 All operation connected with welding and cutting equipment shall conform to the safety requirements given in IS 818 for safety requirements and Health provision in Electric and gas welding and cutting operations.
- 6 Assembly:
- 6.1 Before welding is commenced, the members to be welded shall first be brought together and firmly clamped or tack welded to be held in position. This temporary connection has to be strong enough to hold the parts accurately in place without any disturbance. Tack welds located in places where final welds will be made later shall conform to the final weld in quality and shall be cleaned off slag before final weld is made.
- 7 Measurements
- 7.1 The work as fixed in place shall be measured in running meters correct to a millimeter and weights calculated on the basis of standard tables correct to the nearest kilogram.
- 7.2 The weight of steel sheets, plates and strips shall be taken from relevant Indian standards based on 7.85 Kg/m² for every millimeter sheet thickness. For rolled sections, steel rods and steel strips, weight given in relevant Indian Standards shall be used.

SIGNATURE OF TENDERER

Annexure-I

Format for Bid Security/ Earnest Money Deposit Declaration

(To be submitted on the Bidder's Letter Head)

I/ We (Insert Name and Address of Bidder) am/ are submitting this declaration in lieu of Bid Security/ Earnest Money Deposit for the Tender for (Insert Title of the Tender) (Tender No.), thereby fully accepting that **I/ We** will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of **Two years from the date of such Suspension Order**, under the following circumstances:

- (1) If after the opening of Tender, **I/ We** withdraw or modify **my/our** Tender during the period of validity specified in the Bid Documents (including extended validity, if any), or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- (2) If, after the award of work, **I/ We** fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal