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Cochin Port Authority

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BID FOR CONDUCTING GEOTECHNICAL INVESTIGATIONS FOR THE PROPOSED PASSENGER JETTIES AND ASSOCIATED LANDSIDE FACILITIES AT ANDROTH, KADMATH AND KALPENI ISLANDS IN LAKSHADWEEP

(TECHNICAL BID)

(e-Tendering Mode)

Website: www.tenderwizard.com/COPT

Tender No. T9/T-2011/2024-C

COCHIN PORT AUTHORITY,
CHIEF ENGINEER'S OFFICE,
COCHIN-682 009.

Price: Rs.2360/- (2000/- + 18% GST)

COCHIN PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Tender No: T9/T- 2011/2024-C

Bid for Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

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COCHIN PORT AUTHORITY
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SECTION – I

COCHIN PORT AUTHORITY

Chief Engineer's Office,
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Tele: 91-0484-2666414/0484-258-2400
Email :ce@cochinport.gov.in, coptce@gmail.com
website: www.cochinport.gov.in

Tender No. T9/T-2011/2024-C

Date : 07.06.2024

1. NOTICE INVITING TENDER

1. Electronic Tenders (**e-Tenders**) on percentage basis are invited by Cochin Port Authority for Union Territory of Lakshadweep (UTLA) from reputed Contractors in Single Stage Two Cover tendering procedure [Technical Bid and Price Bid], meeting the Minimum Eligibility Criteria specified below for the Work of Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep.

2. **Minimum Eligibility Criteria (MEC):**

a) Experience

The Bidders should have experience of having **successfully completed** during the last 7 (seven) years ending 31.05.2024 at least either:

(i) Three Similar Works each costing not less than Rs. 44 lakh

(OR)

(ii) Two Similar Works each costing not less than Rs. 55 lakh

(OR)

(iii) One Similar Work costing not less than Rs. 88 lakh

b) Financial Turnover

Average Financial Turnover of the Bidder over the last three financial years ending 31st March 2023 (viz. 2020-21, 2021-22 and 2022-23) should not be less than Rs. 33 lakh.

Explanatory notes to a) & b) above:

Note 1:- Similar Work(s) means Conducting Geotechnical Investigations in the water body(s) such as sea, backwaters etc. using jackup platform or any other suitable equipment.

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

Table 1.1

Year before	Multiplying Factor
One year (May, 2023)	1.07
Two years (May, 2022)	1.14

Three years (May, 2021)	1.21
Four years (May, 2020)	1.28
Five years (May, 2019)	1.35
Six years (May, 2018)	1.42

Note 3:- The experience certificate of Works executed in private sectors/organisations shall be considered for qualification, only on submission of Form 26AS along with Work Order and Completion Certificate duly notarised.

Note 4:- Satisfactory Clients'/Owners' Completion Certificate or documentary proof shall be submitted in support of the Assignments / Works performed and claimed by the Bidder / Partners to Joint Venture /Consortium, in Annexure-4 to fulfill the Eligibility Criteria for Qualification. A statement duly certified by the Chartered Accountant / Firm showing the average Annual Financial Turnover over the last 3 financial years shall be submitted. The registration number and UDIN of the Chartered Accountant / Firm has to be mentioned/produced by the Chartered Accountant.

Note 5:- The Works reckoned for the above purpose are those executed by the Bidders as Prime Contractor or proportionately as member of Joint Venture/Consortium or as a Sub Contractor, authorized and approved by the Employer of the Work(s) against which the Bidder has claimed his experience. The Bidder shall attach notary attested copy(s) of approval issued by the Employer(s) authorizing as a Sub-Contractor, in proof of the claim of the Bidder as a Sub-Contractor. If the experience is as member of Joint Venture/Consortium, the Bidder shall attach notary attested copy(s) of the JV Agreement(s). The Bidder is also obliged to produce the original of the certified copy(s) on request by the department. Experience of a Petty Contractor, Labour Rate Contractor, Sub-letted work shall not be accepted.

Note 6:- The Bidder shall have atleast one jackup platform for conducting geotechnical investigations in the water body(s) such as sea, back waters etc., which can be either owned or hired. If jackup platform is proposed to be hired, relevant supporting documents/hiring agreement duly notarized shall be furnished.

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;
- ii) record of poor performance such as abandoning the Works, not properly completing the Contract, continuous / inordinate delays in completion of Works, constant litigation history, barred by the Central / State Government from participating in any project or financial failures etc.; and/or
- iii) Black listed / Debarred by any Govt. of India Organizations / PSU / PSE / Govt. Depts. / reputed Private Sector Companies etc. during the last three years.

3.2 The Bidders having EPF and ESI registration only shall be considered for qualification in the Bids, if applicable, as per EPF /ESI Acts. In case, the Bidder does

not have the required number of employees which makes such registration mandatory, an Undertaking as per Annexure – 6 to the effect shall be furnished.

4. **Subcontracting is not permitted for this Assignment.**

5. **Pertinent information of this Bid is given in the following Tables:**

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

Table 1.2

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	07.06.2024
2	Download period of Bid Documents	From 07.06.2024 to 14.30 hours on 27.06.2024
3	Date of Pre-Bid meeting	13.06.2024
4	Last date for seeking clarification	13.06.2024
5	Last date and time of submission of Bid	14.30 hours on 27.06.2024
6	Date and time of opening the Bid	15.00 hours on 27.06.2024

ii) **Bid information :**

Table 1.3

i)	Estimated Amount put to Tender	Rs. 110.10 lakh
ii)	Earnest Money Deposit	Rs. 5 lakh shall be furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA, payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Annexure – 15.
iii)	Cost of Bid Document	Rs.2360/- (Rs.2000/- + 18% GST)_(Non-refundable) furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, CoPA, payable at Kochi, from any Nationalised Bank / Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Annexure – 15.
iv)	Validity period of Bid	180 Days from the Last Date of submission of Bids.
x)	Time for Completion	3 months from the date of commencement of Work

6. The proposed Geotechnical Investigation work is for the proposed construction of various Marine Infrastructures like Berths, Slipways, Breakwater etc. along with various Landside facilities like Passenger Hall, Security Building, Ice Plant, Fuel Station, Warehouses etc. at Androth, Kadmath and Kalpeni islands of Lakshadweep. The present Bid is for conducting geotechnical investigation by sinking approximately
- (i) 4 marine boreholes upto (-)30m;
 - (ii) 3 marine boreholes upto (-)25m;
 - (iii) 6 marine boreholes upto (-)20m;
 - (iv) 15 marine boreholes upto (-)15m;
 - (v) 18 marine boreholes upto (-)8.50m and
 - (vi) 8 land boreholes upto (-)25m depth
- and collecting / ascertaining various soil samples / geo-technical parameters for the proposed project. Depending on the soil strata, the depth of boreholes may be altered, if required, by the Engineer-in-Charge.
7. The Scope of Work includes the following but is not limited to:
- (i) Mobilising at site jackup platform or suitable equipments and other equipments required for sinking boreholes in open sea / lagoon / land. (No separate payment will be made for mobilisation and demobilization of jackup platform and other equipments),
 - (ii) Conducting soil investigation by sinking boreholes for various depths upto (-) 30m; (-)25m; (-)20m; (-)15m; (-)8.50m from bed/ ground level in sea and (-)25m from ground level in land;
 - (iii) Collecting disturbed and undisturbed soil samples and water samples from bore holes;
 - (iv) Conducting the field and laboratory tests laid out in the schedule; and
 - (v) Submission of a detailed report incorporating details of borings and test details and recommendations.
8. Bid Documents can be downloaded from the e-Tendering portal **www.tenderwizard.com/COPT** on the dates specified in the above table by making online requisition. Bid Document will also be available in Cochin Port website (**www.cochinport.gov.in**) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid Document shall be furnished along with the submission of Bid Document.
9. 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”.
10. The intending Bidders must have valid Class-II or III digital signature certificate to submit the Bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No.080-49352000/9605557738.
11. Bids shall be submitted only “**online**” strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document.
12. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of Bidders etc., if any, issued by CoPA, from the e-Tendering Portal / CoPA Website / CPP Portal before submission of the Bid. Any shortfall in uploading the said Addenda/ Amendments/ Errata/ Replies to the queries of Bidders etc. duly signed along with the downloaded documents while uploading the Bid will render the Bid

incomplete and incomplete Bid Documents are liable to be rejected.

13. All Bids are to be submitted online only on the website **www.tenderwizard.com/COPT**. No Bids shall be accepted off-line (Hard copy).
14. Cochin Port Authority will not be held responsible for any technical snag or network failure during online Bidding. It is the Bidders' responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at Bidders' premises, to access the e-Tender portal. Under any circumstances, Cochin Port Authority shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures. The Bidder is advised to upload required documents well in advance in order to avoid last minute technical snags, if any, happens.
15. The complete Bid Document shall be submitted online as Bid offer on or before the due date and time of submission. The scanned copy of financial instruments towards Cost of Bid Document and EMD shall be uploaded with the Bid Document - Technical Bid while submitting the Bid electronically in the e-Tender Portal as indicated under Clauses 20 and 21 of Instruction to Bidders. The Bidders shall submit the originals of DD/ Pay Order/ Banker's Cheque/Proof of online payment towards the cost of Bid Document and EMD, Power of Attorney, if applicable, **along with the Letter of Submission**, in a sealed cover duly mentioning the Tender No. & Name of Work, Due date of opening of Tender and Name of the Bidder to the **Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682009, KERALA**, within three days from the due date as indicated in the Table 1.2 of the Notice Inviting Tender. **Non submission of the original financial instruments towards Cost of Bid Document and EMD and within the above period leads to disqualification of Bids.**
16. MSME Bidders who are registered with District Industries Centre (DIC) or National Small Industries Corporation (NSIC) or Udyog Aadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works shall be eligible for issue of Bid Document free of cost. They are required to submit the documentary proof of such registration along with QR code, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. **If the Registration Certificate does not pertain to Similar Works as defined in Clause 12 of the Bid Document, the Bid will be rejected.**
17. Bidders shall obtain necessary entry permit from the UTL Administration Kavaratti / Kochi after consultation with CoPA to enter into the Lakshadweep islands and Work site, at their own expenses.
18. The undersigned reserves the right to reject/cancel/postpone any one or all Bids at any stage of the Bidding, which will be binding on all Bidders.

Sd/-
CHIEF ENGINEER i/c
COCHIN PORT AUTHORITY

SECTION – I

2. INSTRUCTIONS TO BIDDERS

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SECTION – I

2. INSTRUCTIONS TO BIDDERS

1. Introduction

- 1.1 The proposed Geotechnical Investigation work is for the proposed construction of various Marine Infrastructures like Berths, Slipways, Breakwaters etc. along with various Landside facilities like Passenger Hall, Security Building, Ice Plant, Fuel Station, Warehouses etc. at Androth, Kadmath and Kalpeni islands of Lakshadweep.
- 1.2 The present Bid is for conducting geotechnical investigation at Androth, Kadmath and Kalpeni islands by sinking approximately:
- (i) 4 marine boreholes upto (-)30m;
 - (ii) 3 marine boreholes upto (-)25m;
 - (iii) 6 marine boreholes upto (-)20m;
 - (iv) 15 marine boreholes upto (-)15m;
 - (v) 18 marine boreholes upto (-)8.50m and
 - (vi) 8 land boreholes upto (-)25m depth

and collecting / ascertaining various soil samples / geo-technical parameters for the proposed project. Depending on the soil strata, the depth of boreholes may be altered, if required, by the Engineer-in-Charge. Five nos. drawings showing proposed locations of the boreholes are attached at Section – IV of the Bid Document.

- 1.3 The Scope of Work includes the following but is not limited to:
- (i) Mobilising at site jackup platform or suitable equipments and other equipments required for sinking boreholes in open sea / lagoon / land. (No separate payment will be made for mobilisation and demobilization of jackup platform and other equipments),
 - (ii) Conducting soil investigation by sinking boreholes upto a depth of (-) 30m; (-)25m; (-)20m; (-)15m; (-)8.50m from bed/ ground level in sea and (-)25m from ground level in land;
 - (iii) Collecting disturbed and undisturbed soil samples and water samples from bore holes;
 - (iv) Conducting the field and laboratory tests laid out in the schedule; and
 - (v) Submission of a detailed report incorporating details of borings and test details and recommendations.

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 materials including consumables and equipment necessary to execute the Work as described in the Bid Document.
- 2.2 Before submitting the Bid, the Bidder shall examine carefully General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings etc. supplied herewith. The Bidder shall inspect the site of 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 Bid, the Bidder 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 Bidder has estimated his cost accordingly

and the Port Authority will be, in no way responsible for the lack of such knowledge and also consequences thereof to the Bidder. 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 The Bidder shall, before submitting the Bid, study and understand the nature of Work, location of Work and shall be acquainted with all conditions concerning the nature of Work. He shall discuss with connected agencies and collect all necessary information at his own responsibility for the purpose of quoting for the Work. All costs, charges and expenses that may be incurred for the submission of the Bid including for inspecting the site of Work shall be borne by the Bidder and the CoPA accepts no liability whatsoever thereof. The Bidder shall rely on his own judgment, skill and expertise in all matters connected with the Bid and submission thereof.
- 2.4 The successful Bidder shall make their own arrangements for obtaining all licenses, permits etc., if any that may be required in connection with the Works. CoPA may give only recommendatory assistance for the same with no obligation thereafter. Obtaining necessary license and permits shall be the responsibility of the successful Bidder. Successful Bidder will not be entitled to make any claim on CoPA on the ground that CoPA did not afford the recommendatory assistance.
- 2.5 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 Inviting Tender, Instruction to Bidders 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.
- 2.6 The Bidders may please note that the Employer will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalisation of the Bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned Bidder will be duly contacted by the Employer.
- 2.7 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.
- 2.8 The Employer will not be liable for any financial obligation in connection with the Work until such time the Employer has communicated to the Successful Bidder in writing his decision to entrust the Work (covered by the Bid Document issued to him).
- 2.9 In case of discrepancy between the Conditions, Specifications, Schedule of Quantities and Drawings, the following order of preference shall be observed
 - a) Special Conditions of Contract
 - b) General Conditions of Contract
 - c) Detailed Technical Specifications
 - d) Schedule of Quantities
 - e) BIS Specifications/ IRC Specifications
 - f) Sound Engineering Practice
 - g) Drawings
- 2.10 Offers through e-mail will not be considered. Bidder shall prepare their Bid themselves and submit it online. Bids submitted by agents will not be considered.
- 2.11 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.

- 2.12 While evaluating the Document, due regard would be paid to National Defence and security considerations, at the discretion of the Cochin Port Authority. Bid received from any Bidder may be summarily rejected on National security consideration without any intimation thereof to the Bidder.
- 2.13 If there are varying or conflicting provisions made in any document forming part of the Contract, the Chief Engineer, Cochin Port Authority, Cochin – 682009 shall be the deciding authority as per Clause 2.9 above and with regard to the intention of the Document which will be binding on the Bidder / Contractor.
- 2.14 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 Bidder for such inspection at his own cost.
- 2.15 Any error in description, any omissions therefrom shall not vitiate the Contract or release the Contractor from the execution of whole Work or any part of the Works comprised therein, according to drawing and specifications or from any of his obligations under the Contract.
- 2.16 All the Bank Guarantees (BGs) to be furnished except for EMD by the Contractors in connection with the Bid shall be furnished to the Chief Engineer, Cochin Port Authority by the Contractor.
- 2.17 **The Contractor shall comply with all the provisions of the Indian Employees Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. as amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.**
- 2.18 If applicable as per EPF/ESI Acts, the Bidder shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. In such cases, who are registered under EPF Organisation and ESI Corporation and furnish documentary evidence in support of valid registration shall only be considered for qualification for opening of Price Bids. In case, the Bidder does not have the required number of employees which makes such registration mandatory, an undertaking as per Annexure – 6 to the effect shall be furnished.**
- 2.19 **The Contractor shall regularly remit the Employer and Employee contribution to the authorities. If not, the Employer would remit the same and the amount so remitted shall be deducted from the part/final bill of Contractor. All bills will be paid only on submission of the documentary evidences for submission of EPF and ESI.**
- 2.20 **The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.**
- 2.21 The Bidder shall provide accurate information about all pending litigation, and / or arbitration cases resulting from Contracts completed or ongoing under its execution over last seven years as per Annexure - 7. Any misrepresentation of information in this regard is liable for rejection of the Bid.
- 2.22 The Bidder shall also provide accurate information about any litigation or arbitration cases resulting from Contracts completed or ongoing under its execution over the last three years as per Annexure - 8. It may be noted that under this category only cases of litigation / arbitration finally settled against the Bidder should be listed. A consistent history of awards against the Bidder may result in failure of the Application/Bid. Any misrepresentation of information in this regard is liable for rejection of the Bid.
- 2.23 The Bidder shall provide accurate information about all barred cases by the Central/State Government, or any entity controlled by it, from participating in any

Project as per Annexure - 9. Any misrepresentation of information in this regard is liable for rejection of the Bid.

- 2.24 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any Project, and the bar subsists as on the date of Bid submission, would not be eligible to submit its Bid.
- 2.25 A Bidder, should, in the last 3 (three) years, have neither failed to perform on any Contract, as evidenced by imposition of a penalty by an Arbitral or Judicial authority or a Judicial pronouncement or arbitration award against the Bidder, Member or Associate Joint Venture/ Consortium, as the case may be, nor has been expelled from any Project or Contract by any public entity, nor have had any Contract terminated by any public entity for breach by such Bidder, Member or Associate Joint Venture/ Consortium, would not be eligible to submit its Bid.
- 2.26 MSME Bidders who are registered with District Industries Centre (DIC) or National Small Industries Corporation (NSIC) or Udyog Aadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works shall be eligible for issue of Bid Document free of cost. They are required to submit the documentary proof of such registration along with QR code, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. **If the Registration Certificate does not pertain to Similar Works as defined in Clause 12 below, the Bid will be rejected.**
- 2.27 If a Bidder has already been awarded or qualified for a Similar Work with a higher value or equivalent value within the last 6 months from the date of Notice Inviting Tender and pertains to the specified eligible period, the Bid of such Bidder shall be evaluated / considered for qualification with the documents submitted by the Bidders in those Bids, **provided the Bidder clearly states the details of such Works in the Letter of Submission.**
- 2.28 In the Letter of Submission, the Bidder shall compulsorily indicate two nos. of current active email addresses to which further Bid related communication can be sent by CoPA. **All communication from CoPA shall be deemed to have been delivered when the email is sent to the specified email addresses and the date of sending email by CoPA shall be considered as the date of receipt by the Bidder.** CoPA shall, in no way, be responsible for the non-receipt of any such communication by the Bidder due to whatever reasons on this account.
- 2.29 In the Letter of Submission, the Bidder shall also compulsorily indicate two nos. of current active mobile numbers of responsible personnel.

3. Invitation for Bids

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

4. Downloading of Bid Documents

Bid Documents can be downloaded from the e-Tender portal **www.tenderwizard.com/COPT** on the dates specified in NIT by making online requisition. Bid Document can also be downloaded from Cochin Port website **www.cochinport.gov.in** or Central Public Procurement (CPP) Portal. Demand Draft /Pay Order/Banker's Cheque for Cost of Bid Document drawn in favour of the FA & CAO, CoPA, from any Scheduled / Nationalised Bank having its branch at Kochi / proof of online payment 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 Bid Document being downloaded from the Cochin Port website, at the time of uploading, the Bidder shall give an undertaking in Annexure-12 that no changes have been made in the Document. The Port's Bid Document will be treated as authentic Bid and if any discrepancy is noticed at any stage between the Port's Bid

Document and the one submitted by the Bidder, the Port's Document shall prevail. For the discrepancies found at any time, the Bidder 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/ Bids with the Bidders' participation to be disqualified.

6. The Bidder

The Bidder shall be a single entity only and no JV/ Consortium of Bidders will be entertained.

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

8.1 The Bidder, at the Bidders' own responsibility and risk shall visit and examine the Work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Work. The costs of visiting the site shall be borne by the Bidder.

8.2 Bidders shall obtain necessary entry permit from the UTL Administration Kavaratti / Kochi after consultation with CoPA to enter into the Lakshadweep islands and Work site, at their own expenses.

9. Pre-Bid Meeting / Clarifications of the Bid Documents

9.1 A Pre-Bid Meeting will be held in Hybrid mode in the chamber of Chief Engineer of Cochin Port Authority, to answer clarifications, if any, on the Bid Documents on the date as specified at Table 1.2 of Notice Inviting Tender. The Bidders who need clarifications on any specific issue shall inform CoPA in writing (in editable word/doc/docx format only) on or before the date as specified at Table 1.2 of Notice Inviting Tender at the address given in the Clause 39.1 below. Queries/clarifications submitted in any other format shall not be considered for giving clarifications. Queries/clarifications on Bid Document sought after the above date may not be entertained.

9.2 CoPA shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Due Date. The replies/ clarifications/ decisions shall be hosted at the Cochin Port Authority website www.cochinport.gov.in, e-Tendering Portal and CPP Portal only as Addendum/Corrigendum without identifying the source of queries. Any modification of the Bid Documents as a result of the Pre-Bid Meeting shall be made exclusively through the issue of an Addendum/Corrigendum.

9.3 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.

9.4 CoPA reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obligating CoPA to respond to any query or to provide any clarification.

10. Amendment of the Bid Documents

The Chief Engineer, Cochin Port Authority shall have the right to omit or suspend certain items of Work or revise or amend the Bid Documents prior to the due date of submission of the Bid by issuance of Addenda/Corrigenda before the due date of Bid submission. Any Addendum / Corrigendum thus issued shall be part of the Bid

Document. The Addendum/Corrigendum, if any, shall only be hosted in the e-Tender Portal, CPP Portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such Addenda/ Corrigenda hosted in the Portals / Website and upload along with the Bid. In order to afford the Bidders with reasonable time to take Addendum into account, or for any other reason, the Port Authority may, at its discretion, extend the Due Date for Submission of Bid and Bid Extension Notice shall be hosted in the e-Tender Portal, CPP Portal as well as in Cochin Port Authority website.

11. Preparation of Bids

All documents relating to the Bid shall be in the English language only.

12. Minimum Eligibility Criteria

a) Experience :

The Bidders should have experience of having **successfully completed** during the last 7 (seven) years ending 31.05.2024 at least either

- (i) Three Similar Works each costing not less than Rs. 44 lakh
(OR)
- (ii) Two Similar Works each costing not less than Rs. 55 lakh
(OR)
- (iii) One Similar Work costing not less than Rs. 88 lakh.

b) Financial Turnover

Average Financial Turnover of the Bidder over the last three financial years ending 31st March 2023 (viz. 2020-21, 2021-22 and 2022-23) should not be less than Rs. 33 lakh.

Explanatory notes to a) & b) above:

Note 1:- Similar Work(s) means Conducting Geotechnical Investigations in the water body(s) such as sea, backwaters etc. using jackup platform or any other suitable equipments.

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 2.1

Year before	Multiplying Factor
One year (May, 2023)	1.07
Two years (May, 2022)	1.14
Three years (May, 2021)	1.21
Four years (May, 2020)	1.28
Five years (May, 2019)	1.35
Six years (May, 2018)	1.42

Note 3:- The experience certificate of Works executed in private sectors/organisations shall be considered for qualification, only on submission of Form 26AS along with Work Order and Completion Certificate duly notarised.

Note 4:- Satisfactory Clients'/Owners' Completion Certificate or documentary proof shall be submitted in support of the Assignments / Works performed and claimed by the Bidder / Partners to Joint Venture /Consortium, in Annexure-4 to fulfill the Eligibility Criteria for Qualification. A statement duly certified by the Chartered Accountant / Firm showing the average Annual Financial Turnover over the last 3 financial years shall be submitted. The registration number and UDIN of the Chartered Accountant / Firm has to be mentioned/produced by the Chartered Accountant.

Note 5:- The Works reckoned for the above purpose are those executed by the Bidders as Prime Contractor or proportionately as member of Joint Venture/Consortium or as a Sub Contractor, authorized and approved by the Employer of the Work(s) against which the Bidder has claimed his experience. The Bidder shall attach notary attested copy(s) of approval issued by the Employer(s) authorizing as a Sub-Contractor, in proof of the claim of the Bidder as a Sub-Contractor. If the experience is as member of Joint Venture/Consortium, the Bidder shall attach notary attested copy(s) of the JV Agreement(s). The Bidder is also obliged to produce the original of the certified copy(s) on request by the department. Experience of a Petty Contractor, Labour Rate Contractor, Sub-letted work shall not be accepted.

Note 6:- The Bidder shall have atleast one jackup platform for conducting geotechnical investigations in the water body(s) such as sea, back waters etc., which can be either owned or hired. If jackup platform is proposed to be hired, relevant supporting documents/hiring agreement duly notarized shall be furnished.

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;
- ii) record of poor performance such as abandoning the Works, not properly completing the Contract, continuous / inordinate delays in completion of Works, constant litigation history, barred by the Central / State Government from participating in any project or financial failures etc.; and/or
- iii) Black listed / Debarred by any Govt. of India Organizations / PSU / PSE / Govt. Depts. / reputed Private Sector Companies etc. during the last three years.

13.2 The Bidders having EPF and ESI registration only shall be considered for qualification in the Bids, if applicable, as per EPF /ESI Acts. In case, the Bidder does not have the required number of employees which makes such registration mandatory, an Undertaking as per Annexure – 6 to the effect shall be furnished.

14. Subcontracting is not permitted for this Assignment.

15. Bid Prices

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

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

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

15.3 Rates Quoted

The rate quoted by the Bidder shall be inclusive of the cost of provision of plant and equipment, materials, labour, mobilization, 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 and will be paid extra.

- 15.4 The Contract shall be for the whole Work based on the priced Bill of Quantities submitted by the Bidder. **The Bidder shall ensure that his Tendered Amount/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 Bid will become invalid and will be rejected.**

15.5 Currencies of Bid and Payment

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

16. Bid Validity

Bids shall remain valid for a period not less than 180 (one hundred and eighty) days from the Last Date of submission of Bid. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any Bidder withdraw his bid before these periods, or make any modification in the terms and conditions of the Bid which are not acceptable to the Department, the earnest money deposited by the Bidder shall be forfeited.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that Bidder may extend the period of validity for an additional period. The request and Bidder's response shall be made in writing. A Bidder agreeing to the request will not be permitted to modify his Bid (i.e. the extension shall be unconditional).

17. Earnest Money Deposit (EMD)

- 17.1 Each Bid should be accompanied by an Earnest Money amounting to **Rs. 5 lakh (Rupees five lakh only)**. EMD shall be furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, Cochin Port Authority, payable at Kochi from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Annexure – 15.

- 17.2 The Earnest Money Deposit will not carry any interest.

- 17.3 **Any Bid not accompanied by an acceptable EMD shall be treated as Non-responsive and will be rejected by the Employer.**

17.4 Forfeiture of EMD

EMD will be / liable to 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 the Successful Bidder fails:
 - (i) to commence the Work, within the specified time limit; and/or

- (ii) to sign the Agreement or furnish the required Performance Security within the specified time limit.

18. Format and Signing of Bid Document

- 18.1 Bidder shall prepare one set of his Bid excluding Departmental Bid Document duly completed and signed, mentioned hereinafter. The Departmental Bid Document along with all Addenda / Corrigenda shall be uploaded in PDF format. Form of Bid shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Bid shall be enclosed.
- 18.2 If the Bid is made by an individual, it shall be signed by his full name and his address shall be given. In the event of the Bid 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 a person holding proper Power-of-Attorney authorising him to do so and to bind the Partner in all matters pertaining to the Contract including the Arbitration Clause, such Power-of-Attorney to be attached with the Bid which must also disclose that the firm is duly registered under Indian Partnership Act. If the Bid is made by a Limited Company, it shall be signed by a duly authorised person who shall produce with the Bid satisfactory evidence of the authorisation. In the case of a Limited Company the Bid should be accompanied by the Memorandum and Articles of Association of the Company.
- 18.3 Power-of-Attorney [PoA] as per the *Annexure-2* will be signed as below:
In case of a proprietorship concern, the same will be signed by the individual himself. In case of partnership firm all partners shall together authorize one Partner and accordingly all partners will sign the PoA format. In case of a company, a resolution of the Board of the company (duly notarized) shall be submitted authorizing any person. Resolution should also mention the name of the person who is authorizing along with his designation. Power of Attorney shall be duly notarized.

19. Bid Submission

- 19.1 Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid through e-Tender mode** on the date and time as indicated in the Table 1.2 of the Notice Inviting Tender, strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document.
- 19.2 For online submission of **Technical Bid**, the scanned copies of the documents as detailed in Clauses 20 & 21 below need be submitted through e-Tender mode on www.tenderwizard.com/COPT.
- 19.3 Price Bid (Schedule-II) in the provided format shall be submitted only through e-Tender mode on www.tenderwizard.com/COPT. **In no case shall filled in Price Bid (Schedule II) be submitted in hard copy, as it shall result in rejection of the Bid.**
- 19.4 The Bidder shall submit the originals of DD/ Pay Order/ Banker's Cheque/ Proof of online payment towards the Cost of Bid Document and EMD, Power-of-Attorney, if applicable, **along with the Letter of Submission** in a sealed cover duly mentioning the Tender No. & Name of Work, Due Date of Opening of Tender and Name of the Bidder to the **Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682009, KERALA** within three days from the due date as indicated in the Table 1.2 of the Notice Inviting Tender.
- 19.5 **Non submission of the original financial instruments towards the Cost of Bid Document and EMD within the above period would lead to rejection of Bids.**
- 19.6 The Successful Bidder shall submit the 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) Cost of Bid Document as indicated in the Table 1.3 of the Notice Inviting Tender or duly notarised scanned copy of Exemption Certificate.
- (b) Earnest Money Deposit as indicated in the Table 1.3 of the Notice Inviting Tender or duly notarised scanned copy of Exemption Certificate.
- (c) Power-of-Attorney in favour of signatory(s) to the Bid, duly authenticated by Notary Public (vide *Annexure - 2*), if applicable.
- (d) Check List as per **Schedule I**.
- (e) Letter of Submission (vide *Annexure - 1*).
- (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 Instruction to Bidders.

Explanatory Notes:

- (1) Duly notarised scanned copy of Completion Certificates of each Work issued by the Owner/ the responsible officers of the Owner under whom he has executed such Contracts and Work Order shall be attached. The Certificate shall invariably contain the following among other details:
 - (i) Details of Works involved specifying the nature of Work,
 - (ii) The Completion Cost of the Work,
 - (iii) Date of Commencement of the Work; and
 - (iv) Scheduled and Actual 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 Sub-Contractor, Notary attested copy(s) of approval issued by the Original Employer(s)/ Owner authorizing as a Sub-Contractor; in proof of the claim of the Bidder 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 Average Financial Turnover of the Bidder over the last three financial years viz. 2020-21, 2021-22 and 2022-23 (vide *Annexure - 5*) supported by Financial statements for the last three years duly certified by the Chartered Accountant mentioning their membership number and UDIN.
- (i) Form of Bid duly signed and sealed.
- (j) Form of Bid duly signed and sealed.
- (k) **Bid Document including all Addenda/Corrigenda and Standard General Conditions of Contract.**
- (l) Sole Proprietorship License, Partnership Deed or Memorandum & Articles of Association of the Company along with Registration Certificate of the Company, as the case may be.

- (m) Copies of:
- (i) GST and PAN registrations;
 - (ii) EPF and ESI registration, if applicable as per EPF/ESI Acts. In case, the Bidder does not have the required number of employees which makes such registration mandatory, an undertaking to the effect, as per Annexure – 6, shall be furnished.
- (n) Details of Pending Litigation of the Bidder, as per **Annexure - 7**.
- (o) Details of Litigation History of the Bidder, as per **Annexure - 8**.
- (p) Details of Barred Cases of the Bidder, as per **Annexure - 9**.
- (q) A detailed Method Statement (Technical Note) for carrying out of the Work, along with an Implementation Schedule showing sequence of operations and the time frame for various segments of temporary and permanent works (vide **Annexure - 10**). The information provided will form part of the Work Methodology and the same shall be in line with the Specifications and Bill of Quantities.
- (r) A list of Plant and Equipments proposed to be engaged for the Work (vide **Annexure - 11**). The equipments indicated in **Annexure - 11** will form part of Contract Agreement and as such, the Bidder shall indicate at what stage of the Contract, the equipment would be made available at site.
- (s) Documents to substantiate the possession of the jackup platform by the Bidder. The jackup platform may be owned or hired by the Bidder. If jackup platform is proposed to be hired, relevant supporting documents shall be furnished.
- (t) Details of laboratory facilities available with the Bidder at Lakshadweep islands or at main land, together with particulars of available equipments/machinery for use on the Works. In case, the Bidder proposes to utilize services of laboratories not owned by him, documentary evidence (undertaking on the lab's letter head) from these laboratories indicating that the services as required will be made available for the Works.
- (u) A declaration to the effect that (vide **Annexure - 12**):-
- (i) All details regarding construction plant and machinery, temporary works and personnel for site organization considered necessary and sufficient for the Work have been furnished in **Annexure - 11** and that such plant, temporary works and personnel for site organization will be available at the 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 Bid will be rejected summarily without making any further reference to the Bidder.
 - (iii) The Bidder has 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) The Bidder discloses that they have *made/not made/ propose to make payments* to any intermediaries (agents) etc. in connection with the Bid.
 - (v) The Bidder confirms that no changes have been made in the Bid Document downloaded and submitted by the Bidder for the above Bid. The Departmental Bid Document (DBD) will be treated as the authentic document and if any discrepancy is noticed at any stage between the DBD and the one submitted by the Bidder, the DBD shall prevail.
 - (vi) The Bidder undertake that they have not been debarred or black listed by

any Govt. of India Organizations / PSU/ PSE / Govt. Depts./reputed Private Sector Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years.

(vii) The Bidder undertakes that in case due to any change in facts or circumstances during the Bidding Process, they are attracted by the provisions of disqualification in terms of the provisions of the Bid Document; they shall intimate the Employer of the same immediately.

(v) Details of the Bidder for refund of EMD through e-payment system as per **Annexure - 13**.

(w) Bank information for e-Payment system as per **Annexure - 14**.

NOTE : If a Bidder has already been awarded or qualified for a Similar Work with a higher value or equivalent value within the last 6 months from the date of Notice Inviting Tender and pertains to the specified eligible period, the Bid of such Bidder shall be evaluated / considered for qualification with the documents submitted by the Bidders in those Bids provided the Bidder clearly states the details of above such Works in the Letter of Submission.

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

21. List of Documents to be Submitted

21.1 List of Documents to be uploaded for online submission of Technical Bid

- (i) Scanned copies of financial instruments towards (a) Cost of Bid Document and (b) EMD or duly notarised scanned copy of Exemption Certificate, as the case may be.
- (ii) Check List as per **Schedule I**.
- (iii) Scanned copies of **Annexures - 1 to 14**, as applicable, duly signed.
- (iv) Duly notarised scanned copies of Completion Certificates of Similar Works.
- (v) Scanned copies of Financial Statements for the last three years duly certified by the Chartered Accountant with membership number and UDIN details of CA.
- (vi) Scanned copy of Form of Bid duly signed and sealed.
- (vii) Technical Bid Document including all Addenda/Corrigenda and General Conditions of Contract with Amendments in PDF format.
- (viii) Scanned copy of License for the business in case of Sole Proprietorship, Partnership Deed **or** Memorandum & Articles of Association of the Company and Certificate of incorporation of the Company, as the case may be.
- (ix) Scanned copies of GST and PAN registrations.
- (x) Scanned copies of GST and PAN registrations.
- (xi) Scanned copies of EPF and ESI registration, if applicable.
- (xii) Any other documents.

21.2 List of documents to be submitted in Original:

- (i) DD /Pay Order /Banker's Cheque towards Cost of Bid Document and EMD.
- (ii) Letter of Submission (vide **Annexure - 1**).
- (iii) Power-of-Attorney, duly authenticated by Notary Public, if applicable (vide **Annexure - 2**).

22. 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 Bid Document before the time and the day notified in **Table 1.2 of Notice Inviting Tender**.

The sealed documents in hard copy containing all the documents listed in Clause 21.2 above in Original superscribed with the Tender Number, Name of Work, date notified

for submission of Bid and the Name of the Bidder, should reach the office of the Chief Engineer, Cochin Port Authority, Cochin-9, **within three days from the due date as indicated in the Table 1.2 of the Notice Inviting Tender.**

23. Bid Opening - Technical Bids

- 23.1 Opening of Bids will be done through online process. The TECHNICAL BIDs will be opened in the office of *Chief Engineer, Cochin Port Authority* on the time and date notified in **Table 1.2 of Notice Inviting Tender** in the presence of the authorized representatives of the Bidders, who choose to attend.
- 23.2 The Technical Bids submitted online will be opened only if Cost of Bid Document and EMD are in order. The Technical Bids will then be examined and evaluated in accordance with Clause 26 below.
- 23.3 In the event of a Bid being rejected, the Earnest Money paid with such unaccepted Bid shall be refunded to the Bidder.

24. Bid Opening – Price Bids

Price Bid of those Bidders who are found responsive and satisfying Bid requirements 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 on his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the rate / amount 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 Authority 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 EMD; and
 - (d) undertakes in the Technical Bid that he has not incorporated any conditions in the Price Bid.
 - (e) is Responsive to the requirements of the Bid Documents.

A Responsive Bid is one which conforms to all the terms, conditions and specification of the Bid 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 Work; or

- (ii) which limits in any substantial way, the Employer's rights or the Bidders' obligations under the Contract; or
 - (iii) whose rectification would affect unfairly the competitive position of other Bidders presenting Responsive Bids.
- 26.2 If a Bid is not substantially Responsive, it shall be rejected by the Employer, and may not subsequently be made Responsive by correction or withdrawal of the non-conforming deviation or reservation.

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 15.2. The amount stated in the Bid will be adjusted by the Employer in accordance with the above stated procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the EMD shall be forfeited in accordance with Clause 17.4.

28. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the Bids determined to be Responsive in accordance with Clause 26. While evaluating the Bids, the Employer will determine for each Bid, the evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause 27.

29. Alteration of Bid Documents

No alteration shall be made in any of the Bid Documents or in the Bill of Quantities and the Bid shall comply strictly with the terms and conditions of the Bid Document. The Employer may however ask any Bidder for clarifications of his Bid if required. Nevertheless, no Bidder will be permitted to alter his Bid Price after opening of the Bid.

30. Alternative Conditions and Proposals by the Bidder

The Bidder shall note that alternative or qualifying Bid conditions, or alternative design proposal for whole or part of the Work will not be acceptable. Bids containing any qualifying conditions or even Bidders' clarifications in any form will be treated as Non-Responsive and will run the risk of rejection. Price Bid of such Bidders will not be opened. Bidders shall submit offers that comply with the requirements of the Bid Documents only.

31. Award of Contract

The Employer will award the Contract to the Bidder whose Bid has been determined to be Responsive to the Bid 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. Notification of Award

- 32.1 The Bidder whose Bid has been accepted will be notified about the Award by the Employer prior to expiry of the Bid Validity period by e-mail, confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2 The notification of Award will constitute the formation of the Contract subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 34.

33. Release of EMD

The EMD of unsuccessful Bidders other than L1 and L2 will be refunded immediately after ranking of the Bids. The EMD of L2 Bidder shall be refunded immediately after acceptance of the Performance Security and entering into Agreement with L1 Bidder. The EMD of the Successful Bidder will be discharged after he has furnished the required Performance Security, which has been accepted and has signed the Agreement.

34. Performance Security

34.1 Within not later than 21 days from the date of receipt of the Letter of Acceptance by e-mail or within such time as extended by the Employer, the Successful Bidder shall deliver to the Employer, a Performance Security for an amount equivalent to 5% of the Award Price/ Contract Price rounded off to the nearest Rs.1000/- in any one of the following forms:

- (i) Banker's Cheque/ Demand Draft/ Pay Order of a Nationalised/ Scheduled Indian Bank having its branch at Kochi acceptable by Cochin Port Authority;
- (ii) Bank Guarantee of a Nationalised/ Scheduled Indian Bank, operating in India.

34.2 Performance Security shall be refunded to the Contractor not later than 60 days from the date of payment of final bill of the Work. The BG furnished towards the Performance Security shall be valid for a period covering the above period stipulated as per the terms of the Contract. However, this is without prejudice to CoPA's right to forfeit Performance Security.

34.3 If the Performance Security is not furnished within the original prescribed period by the Successful Bidder, without prejudice to CoPA's right to forfeit EMD on failure to submit the Performance Security within the original prescribed period, CoPA may accept the Performance Security after the original prescribed period at its discretion subject to the condition that penal interest at the MCLR rate of SBI on the date of payment will be charged for the period beyond the original prescribed period and the same shall be recovered from the 1st running account bill.

34.4 The Security Deposit will not carry any interest.

34.5 Forfeiture of Performance Security

34.5.1 Provisions of Sanctions for Violation as detailed under shall be applicable for forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing Sanctions for Violation.

34.5.2 *Sanctions for Violations*

Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Employer to take all or any one of the following actions, wherever required:-

- (i) The Security Deposit/Performance Security shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason therefor.
- (ii) To immediately cancel the Contract, if already signed, without giving any compensation to the Bidder.
- (iii) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (iv) To debar the Bidder from participating in future bidding processes of the Government of India for a minimum period of five years, which may be

further extended at the discretion of the Employer.

- (v) To recover all sums paid in violation of the Bid by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

34.5.3 The Employer will be entitled to take all or any of the actions mentioned above against the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) for an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

34.5.4 The decision of the Employer to the effect that a breach of the provisions of this Bid has been committed by the Bidder shall be final and conclusive on the Bidder.

35. Retention Money

35.1 Retention money @ 5% of the gross amount of the bill shall be recovered from the first Running Account bill onwards till the recovered sum amounts to 5% of the contract value or the value of Work done whichever is higher.

35.2 The Retention Money shall be refunded to the Contractor within 30 days from the date of payment of final bill.

36. Signing of Agreement

36.1 After submission of the Performance Security, the Successful Bidder will be required to execute an Agreement at his expense within 30 days from the date of receipt of the Letter of Acceptance by e-mail or within such time as extended by the Employer 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 Addenda/Corrigenda, Bid clarifications and all correspondence exchanged between Employer and the Bidder, if any. Till the formal Agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondence shall form a binding Contract between the two parties.

36.2 The Contractor shall make 12 copies of the Agreement and submit to the Employer within 7 days following the date of signing of Agreement.

36.3 In the event of the Bidder, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the Agreement as hereinafter provided, the Bidder 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 Bidder and upon such an event, the Board shall have full right to claim damages therefor either together with or in addition to the forfeiture of Earnest Money Deposit.

37. Fraud and Corrupt Practices

37.1 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 Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or Bidder 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 EMD 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 Bid, including consideration and evaluation of such Bidders' Proposal. Such Bidder shall not be eligible to participate in any Bid 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.

37.2 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 therefrom, 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/Work 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/Work;

(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/ Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

38. Rejection of Bid

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

39. Communications

39.1 All communications including the submission of Bid should be addressed to :

The Chief Engineer,
Chief Engineer’s Office,
Cochin Port Authority,
Willingdon Island,
Cochin – 682 009. Kerala, India.
Ph:- 91-0484-2666414/2582400/ 2582404.

Fax:-91-0484-2666414.

Email: ce@cochinport.gov.in / coptce@gmail.com

39.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters

Tender No. : No.T9/T-2011/2024-C

Tender Name: Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

SIGNATURE OF BIDDER

SECTION - I

3. FORM OF BID

To

The Board of Major Port Authority for Cochin Port.

Through

The Chief Engineer,
Cochin Port Authority,
Cochin -9.

Bid for the Work of Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

I/We have read and examined the Notice inviting Tenders, Instructions to Bidders, Form of Agreement, Contract Data, General Conditions of Contract (GCC), 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 Bid Document for the Work.

I/We hereby bid for the execution of the Work specified in the underwritten Memorandum within the time specified in such Memorandum at the percentages 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 | : | Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep |
| b) Estimated Cost | : | Rs. 110.10 lakh |
| c) Earnest Money | : | Rs. 5 lakh |
| d) Security Deposit | : | 10% of the value of the Contract awarded or the value of the Work done whichever is higher [Performance Security @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 Letter of Acceptance | : | 30 days. |

- g) Time allowed for the Work from the : 3 months.
date of commencement of Work.
- h) Schedule, Specifications, Conditions, : As per the 'Contents' sheet attached.
Drawings etc.

I/ We agree to keep the Bid open for 180 days from the due date of submission and not to make any modifications in its terms and conditions

Should this Bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said Conditions of Contract annexed hereto 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. 5 lakh is hereby forwarded in Banker's Cheque/ Pay Order /Demand Draft of a Nationalised /Scheduled Indian bank having its branch at Kochi drawn in favour of the Financial Adviser and Chief Accounts Officer of the Port Authority as Earnest Money: (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should I/We withdraw the Bid or should I/We fail to execute the Agreement or 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,

Dated the day of 20....

Signature of the Bidder

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

The above Bid is accepted by me for and on behalf of the Board for a sum of Rs..... (Rupees.....)

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

- a)
- b)
- c)

Dated.....

**Chief Engineer
Cochin Port Authority**

SECTION - I

4. FORM OF AGREEMENT

AGREEMENT No..... of 20... - 20....

AGREEMENT FOR THE WORK OF

.....

THIS AGREEMENT IS MADE on this day of BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, a body corporate under the Major Port Authorities Act 2021, having office on Willingdon Island, Cochin-682009 represented by its Chief 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 the “Contractors”, which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited Bids for vide Tender Notice dated and the Contractor submitted a Bid for the same giving percentages subject to the terms and conditions etc. of the Bid Document.

AND WHEREAS the said Bid submitted by the Contractor has been accepted by the Employer vide Letter of Acceptance No dated, issued to the Contractors while accepting their Bid.

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

- (1) The Bid 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 percentages 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 Work 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 the Financial Adviser and Chief Accounts Officer of the Port Authority or furnished as Bank Guarantee 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 Contractors fail to commence the Work specified in the underwritten Memorandum or should the Contractors not deposit the full amount of Performance Security specified in the 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 Bid Documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto the maximum of the percentage mentioned in Clause 40.1 of the General Conditions of Contract and those in excess of that limit at the percentages to be determined in accordance with the provisions contained in Clause 40.3 of the General Conditions of Contract.

- (5) It is mutually agreed that the Bid submitted in its entirety shall form part of this Agreement. Apart from the Bid, the following shall also form part of the Agreement:
- (a) The Letter of Acceptance;
 - (b) Bill of Quantities;
 - (c) Letters exchanged between the Employer and the Bidder upto the issue of Letter of Acceptance as separately listed and annexed here to; and.
 - (d) Replies to Pre-Bid Queries and Amendments issued, if any.

M E M O R A N D U M

- a) General Description of Work : Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep
- b) Estimated Cost : Rs. 110.10 lakh
- c) Tendered Cost : Rs.....
- d) Earnest Money : Rs. 5 lakh
- e) Security Deposit : 10% of the value of the contract awarded or the value of the Work done whichever is higher [Performance Security @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 Letter of Acceptance : 30 days
- h) Time allowed for the Work from the Date of Commencement of Work. : 3 months
- i) Schedule, Specifications, Conditions, Drawings etc. : As per the 'Contents' sheet attached.

IN WITNESS WHEREOF, _____ OF THE CONTRACTORS hereunto set his hand and seal on behalf of M/s..... (CONTRACTORS) and on behalf of THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, the CHIEF ENGINEER has set his hand and seal and common seal of Cochin Port Authority has

been hereunto affixed the day and year first written above.

CONTRACTOR

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 Authority, on behalf of Board of
Major Port Authority for Cochin Port

EMPLOYER

Signed and affixed the common seal of
Major Port Authority for Cochin Port

In the presence of:

- 1)
- 2)

SECTION - I

5. CONTRACT DATA

Items marked “NA” do not apply in this Contract.

Sl. No.	Description	Reference Clause No. in GCC								
1	<i>The following documents are also part of the Contract</i>									
	The Schedule of other Contractors	(8.2)								
	The Schedule of Key Personnel	(9)								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Qualification of Staff</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Min. Experience (Years)</th> <th style="text-align: center;">Rate of recovery in case of non-compliance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Graduate Engineer or Diploma Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Graduate Engineer – 2 Diploma Engineer - 5</td> <td style="text-align: center;">Rs.30,000/- per month</td> </tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance	Graduate Engineer or Diploma Engineer	1	Graduate Engineer – 2 Diploma Engineer - 5	Rs.30,000/- per month	
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance							
Graduate Engineer or Diploma Engineer	1	Graduate Engineer – 2 Diploma Engineer - 5	Rs.30,000/- per month							
2	The Employer is:	(1)								
	The Board of Major Port Authority for Cochin Port, Cochin Port Authority, Cochin - 682009.									
	Name of Authorized Representative:									
	Name: Shri. B.Kasiviswanathan, Chairperson, Cochin Port Authority, Cochin - 682009.									
3	The Engineer is:									
	Name: Shri. A.G.Sathyan, Chief Engineer i/c, Cochin Port Authority, Cochin - 682009.									
	Name of Nominee/ Engineer-in-Charge: Will be nominated by the Engineer in the LoA									
4	Name of Contract: Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep. Tender No. T9/T-2011/2024-C	(1)								
5	12 copies of Contract Agreement shall be furnished by the Contractor	(7.1)								
6	Bid Document and other data are available at Cochin Port website, Government of India CPP Portal and e –Tendering portal. (i) www.cochinport.gov.in (ii) www.tenders.gov.in (iii) tenderwizard.com/COPT	(7.2)								
7	The Intended Completion Date for the whole of the Work is 3 months with the following milestones:	(17, 29)								

Sl. No.	Description	Reference Clause No. in GCC
8	Milestone dates:	
	Physical Works to be completed	Period from the date of LoA to proceed with the Work
	3 months	30 days
	The activity wise schedule needs to be submitted by the Contractor within 10 days of date of LoA from CoPA. This need to be strictly followed for the timely completion of the Project/Work.	
9	The following shall form part of the Contract Document: (1) Form of 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. (6) Contract Data (7) Conditions of Contract (8) General Description and Special Conditions of Contract (9) Technical Specifications (10) Drawings; and (11) Any other documents listed in the Contract Data as forming part of the Contract.	(2.3)
10	The Contractor shall submit a Program for the Works within 10 days of date of the Letter of Acceptance.	(27)
11	The site possession date CoPA will provide possession of site for commencement of Work within 7 days after issue of LoA.	(21)
12	The start date shall be 30 days from the date of the Letter of Acceptance (LoA) by the Contractor.	(1)
13	The site is located at Androth, Kadmath and Kalpeni islands in Lakshadweep. Description of Drawings detailed at Section – IV – Drawings	
14	The Defects Liability Period is - NA	(36)
15	The minimum insurance cover for physical property, injury and death is Rs. 10 lakh (Rupees Ten lakh) 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: NA	(44)
17	The period between Programme updates shall be 30 days.	(27)
18	The amount to be withheld for late submission of an updated Programme shall be - NA	(27)
19	The language of the Contract documents is English.	(3)
20	The law, which applies to the Contract is the law of Union of India.	(3)
21	The currency of the Contract is Indian Rupees.	(46)

Sl. No.	Description	Reference Clause No. in GCC	
22	The proportion of payments retained (Retention Money) shall be 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.	(48)	
23	The maximum amount of Liquidated Damages for the whole of the Work is 10% of the Contract Price.	(49)	
24	The amounts of the advance payments :	(51)	
	The advance payments as applicable to the Contract are: NA		
25	Repayment of advance payment for mobilization : NA	(51)	
26	Repayment of advance payment for Construction and Equipment: NA	(51)	
27	Repayment of Secured Advance: NA	(51.6)	
28	The date by which “As-built” drawings are required is within 60days of issue of certificate of completion of whole or section of the Work, as the case may be.- NA	(58)	
29	The amount to be withheld for failing to supply “As built” drawings and/or Operating and Maintenance Manuals by the date required is - NA	(58)	
30	Schedule of Rates Applicable: DSR 2023 + Applicable Cost Index		
31	Base Rate for materials to be considered for Price Variation - NA	(47)	
32	Permissible wastage on theoretical quantities of: NA	(47)	
	(a) Cement		2%
	(b) Steel Reinforcement and Structural Steel sections for each diameter, section and category		5.99 %
	(c) Bitumen/Bitumen Emulsion		2.5%

SIGNATURE OF BIDDER

SECTION – I

6. ANNEXURES

Sl. No.	Annexures	Description	Page No.
1	1	Letter of Submission – Covering Letter	37
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3	3	Organization Details	41
4	4	Details of past experience of Bidders for Similar Works for Minimum Eligibility Criteria (MEC)	43
5	5	Financial Capability	44
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7	7	Details of Pending Litigation of the Bidder	46
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9	9	Details of Barred Cases of the Bidder	48
10	10	Details of Proposed Approach & Methodology	49
11	11	Plant and Equipments Proposed for the Work	50
12	12	Declaration	51
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14	14	Format for Furnishing Bank information for e-payment	53
15	15	NEFT/RTGS Mandate Form of EMPLOYER	54

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

No. :

Date :

To

The Chief Engineer,
Cochin Port Authority,
Willingdon Island,
Kerala, India.
Pin – 682009.

Sir,

Sub.: Bid for Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

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/Work 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) Cost of Bid Document in the form of DD / Pay Order / Banker’s Cheque / bearing No ----- dated -----, for Rs2360/- issued by Bank
- (ii) EMD in the form of DD / Pay Order / Banker’s Cheque bearing No -----dated -----, for Rs.2.20 lakh issued byBank.
- (iii) Power-of-Attorney (***Annexure-2***) (*If applicable*)

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

- (i) Bid Document along with Addendum / Corrigendum No...../ Addenda/Corrigenda Nos., and General Conditions of Contract with Amendments, in PDF format.
- (ii) Scanned copy of financial instruments towards the Cost of Bid Document and EMD
- (iii) Scanned Notarized copy of Exemption Certificate towards the Cost of Bid Document & EMD (*If applicable*)
- (iv) Organization Details (***Annexure-3***)
- (v) Details to fulfill the “Minimum Eligibility Criteria” and Certificates (***Annexure-4***)
- (vi) Scanned Notarized copies of Completion Certificates of Similar Works
- (vii) Average Annual Financial Turnover over the last three financial years (***Annexure-5***)
- (viii) Scanned copies of Audited Financial Statements for the last three years
- (ix) Undertaking regarding EPF and ESI Registration (***Annexure-6***)
- (x) Details of Pending Litigation of the Bidder (***Annexure-7***)
- (xi) Details of Litigation History of the Bidder (***Annexure-8***)
- (xii) Details of Barred Cases of the Bidder (***Annexure-9***)
- (xiii) Detailed Method Statement (Technical Note) (***Annexure-10***)

- (xiv) List of Plant and Equipments (*Annexure-11*)
- (xv) Declaration (*Annexure-12*)
- (xvi) Banker's Details (*Annexures-13 & 14*)
- (xvii) Scanned copy of Form of Bid, duly signed and sealed
- (xviii) Scanned copy of license for the Sole Proprietorship License, Partnership Deed or Memorandum and Articles of Association of the Company and Certificate of incorporation of the Company, as the case may be.
- (xix) Scanned copies of GST and PAN registrations.
- (xx) Scanned copies of EPF and ESI registration, if applicable.

We also certify that further Bid related communication can be sent to the following e-mail IDs by CoPA:

- (i) and contact Mobile No.
- (ii) and contact Mobile No.

(Furnish two nos. current active email addresses and their Mobile Nos.)

SIGNATURE OF BIDDER

PROFORMA OF POWER-OF-ATTORNEY FOR SIGNING OF BID
(To be executed on Non-judicial Stamp Paper of appropriate value)

Know all men by these presents, We _____ (name of the firm and address of the registered office) (hereby referred as — the Principal) do hereby irrevocably constitute, nominate, appoint and authorize Shri/Smt. (name), son/daughter/wife of and presently residing at, who is presently employed with us/ and holding the position of..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Assignment of (hereinafter referred to as “the Assignment”) for which the Board of Major Port Authority for Cochin Port (hereinafter referred to as "the Port Authority") has invited Bids, including but not limited to signing and submission of all applications, Bids and other Documents and writings, participating any conferences and providing information/ responses to the Port Authority representing us in all matters before the Port Authority, signing **the agreement** and execution of the Assignment consequent to acceptance of our Bid, and generally dealing with the Port Authority in all matters in connection with or relating to or arising out of our Bid for the Assignment and/ or upon award thereof to us and/or till the satisfactory completion of the Assignment including Settlement of Disputes.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully or otherwise done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, name, designation and address)

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1.....(Notarised)

Notes:

1. The mode of execution of the Power-of-Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter Documents of the

executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Bidder should submit for verification the extract of the charter Documents and Documents such as a resolution/ Power-of-Attorney in favour of the person executing this Power-of-Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power-of-Attorney executed and issued overseas, the Document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power-of-Attorney is being issued. However, the Power-of-Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

ORGANIZATION DETAILS

- 1) NAME OF APPLICANT :
- 2) Name of the Owner :
- 3) Address :
- 4) Telephone No. :
- 5) E-mail ids [2 nos.] :
:
- 6) Fax No. :
- 7) Description of Applicant :
- 8) Registration and Classification of Contractors :
- 9) Name and address of Bankers :
- 10) Number of years of experience as a General Contractor :-
 - a) In own Country :
 - b) Internationally :
- 11) Number of years of experience as a Sub-Contractor :
- 12) Name and Address of Partners or associated companies to be involved in the Project and whether Parent/ Subsidiary/other :
- 13) Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the Project etc. :
- 14) Name and address of the companies/ Sub-Contractors who will be involved :

in the execution of Works,:

- 15) 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 Organisation.

SIGNATURE OF BIDDER

**DETAILS OF PAST EXPERIENCE OF BIDDERS FOR SIMILAR WORKS DURING
THE LAST SEVEN YEARS FOR MINIMUM ELIGIBILITY CRITERIA (MEC)**

Sl. No.	Name & Location of Project	Owner's Complete address including details of 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	Name: Location:	Address: Fax No. Contact person: Mobile No. Email:						Letter of Intent No. & date: Completion Certificate No. & date:
2	Name: Location:	Address: Fax No. Contact person: Mobile No. Email;						Letter of Intent No. & date: Completion Certificate No. & date:
3	Name: Location:	Address: Fax No. Contact person: Mobile No. Email:						Letter of Intent No. & date: Completion Certificate No. & date:

Note: Bidder to enclose Completion Certificate issued by the Owner, certified by a Notary Public or equivalent certifying authority.

SIGNATURE OF BIDDER

FINANCIAL CAPABILITY

Average Annual Turnover of the Bidder

Annual Turnover			
Year 1 [2020-21]	Year 2 [2021-22]	Year 3 [2022-23]	Average of 3 years

Instructions:

- 1) The Bidder shall provide Financial Statements such as Balance Sheets and Profit & Loss account statements as required under this Bid Document duly certified by the Chartered Accountant. Chartered Accountant's membership number and UDIN will be mentioned therein.

Certified by
Chartered Accountant

SIGNATURE OF BIDDER

UNDERTAKING REGARDING EPF AND ESI REGISTRATION

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

SIGNATURE OF BIDDER

DETAILS OF PENDING LITIGATION OF THE BIDDER

Details of Pending Litigation for last 7 years ending on 31st May 2024 are as follows:

Sl. No.	Date, month & Year of Dispute	Amount in Dispute	Contract Identification	Total Contract Amount
			<p>Contract Identification : [indicate complete contract name, number, date and any other identification]</p> <p>Name & Address of Employer: [insert full Name & Address]</p> <p>Matter in dispute: [indicate main issues in dispute]</p> <p>Party who initiated the dispute: [indicate “Employer” or “Contractor”]</p> <p>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</p>	

We declare that the information given above are true to the best of our knowledge and belief and nothing has been omitted / concealed and if at any stage it is found / noticed that any information provided by us thereon above is not true /incorrect and incase of receipt of adverse / unsatisfactory report from other Clients / Employers, our Bid may not be considered and CoPA may take further appropriate action against us.

SIGNATURE OF BIDDER

DETAILS OF LITIGATION HISTORY OF THE BIDDER

Details of Litigation History for last 7 years till 31st May 2024 are as follows:

Sl. No.	Date, month & Year of Award	Amount in Award	Contract Identification	Total Contract Amount
			<p>Contract Identification : [Indicate complete contract name, number, date and any other identification]</p> <p>Name & Address of Employer: [Insert full Name & Address]</p> <p>Matter in dispute: [Indicate main issues in dispute]</p> <p>Party who initiated the dispute: [Indicate “Employer” or “Contractor”]</p> <p>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</p>	

We declare that the information given above are true to the best of our knowledge and belief and nothing has been omitted / concealed and if at any stage it is found / noticed that any information provided by us thereon above is not true /incorrect and incase of receipt of adverse / unsatisfactory report from other Clients / Employers, our Bid may not be considered and CoPA may take further appropriate action against us.

SIGNATURE OF BIDDER

DETAILS OF BARRED CASES OF THE BIDDER

Details of all barred cases by the Central/State Government, or any entity controlled by it, from participating in any Project for last 7 years till 31st May 2024 are as follows:

Sl. No.	Date, month & Year of Contract	Amount of Contract	Contract Identification	Remarks
			Contract Identification : [Indicate complete contract name, number, date and any other identification] Name & Address of Employer: [Insert full Name & Address] Matter in dispute: [Indicate main issues in dispute] Period of barring: [Indicate the date from which the Contractor is barred and the period for which he is barred]	

We declare that the information given above are true to the best of our knowledge and belief and nothing has been omitted / concealed and if at any stage it is found / noticed that any information provided by us thereon above is not true /incorrect and incase of receipt of adverse / unsatisfactory report from other Clients / Employers, our Bid may not be considered and CoPA may take further appropriate action against us.

SIGNATURE OF BIDDER

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 showing sequence of operation and the time frame for various segments of temporary and permanent Works.

SIGNATURE OF BIDDER

PLANT AND EQUIPMENTS 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.

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
1. Jack up platform						

Note:

1. The equipment indicated in the above statement will form part of Contract Agreement and as such, the Bidders are requested to indicate the availability of the equipment at site and at what stage of the contract period, in a separate column.
2. **One no. jack up platform shall be owned / hired by the Bidder. If jackup platform is proposed to be hired, relevant supporting documents shall be furnished.**

SIGNATURE OF BIDDER

DECLARATION

I/We, M/s.(Name & address of the Bidder) hereby declare that:-

- 1) All details regarding construction plant, temporary Work and personnel for site organisation considered necessary and sufficient for the Work have been furnished in the Annexure-11 and that such plant, temporary Works and personnel for site organisation will be available at the site till the completion of the respective Work.
- 2) No conditions are incorporated in the Price Bid. In case any conditions are specified in the Price Bid, the Bid 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 / propose to make* payments to any intermediaries (agents) etc. in connection with the Bid.
- 5) We do hereby confirm that no changes have been made in the Bid Document downloaded and submitted by us for the above Bid. The Port's Bid Document will be treated as authentic and if any discrepancy is noticed at any stage between the Port's Bid Document and the one submitted by the Bidder, the Port's document shall prevail.
- 6) We do hereby undertake that we have not been debarred or black listed by any Govt. of India Organizations / PSU/ PSE / Govt. Depts./reputed Private Sector Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years.
- 7) We undertake that in case due to any change in facts or circumstances during the bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Bid Documents; we shall intimate the Employer of the same immediately.

SIGNATURE OF BIDDER

Notes:

- (i) ***Delete whichever is not applicable.**
- (ii) **The above Declaration shall be submitted in the Bidders' Letter Head**

**DETAILS OF THE BIDDER OPTING FOR REFUND OF EMD THROUGH e-
PAYMENT SYSTEM**

Name of the Bidder :
Bank A/c No :
Account type : (Savings / Current / Overdraft)
Bank Name :
Branch :
IFSC Code Number : (11 digit code)
Centre (Location) :
FAX No. :
E-Mail ID : (For forwarding information of remittance)
Mobile No :

SIGNATURE OF BIDDER

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/ e-mail id [2 nos]/ Fax No. of the beneficiary	Telephone:
		Mobile :
		e-mail id : (1) (2)
		Fax :
8	Enclose Cancelled Cheque	(Enclosed / Not Enclosed)

SIGNATURE OF BIDDER

National Electronic Fund Transfer (NEFT/RTGS) Mandate Form
(Mandate for receiving payments through NEFT/RTGS from COCHIN PORT AUTHORITY)

1	Vendor Name/Beneficiary Name	COCHIN PORT AUTHORITY
2	Vendor code	
3	Permanent Account Number (PAN)	AAALC - 1134F
4	TAN NO	CHNC04095A
5	GST NO:	32AAALC1134F1ZZ
6	Particulars of Bank Account	Savings Account
	A. Name of Bank	STATE BANK OF INDIA
	B. Name of Branch	Cochin Port Authority
	C. Branch Code	6367
	D. Address	Cochin Port Authority , Willingdon Island - 682009
	E. City Name	Cochin
	F. Telephone No	2582614
	G. NEFT/IFSC Code	SBIN0006367
	H. SWIFT Code:	SBININBB
	I. 9 digit MICR code on the Cheque Book.	682002021
	J. Type of Account	Savings Account
	K. Account No.	41401802288
5	Vendor Email-id	cash@cochinport.gov.in

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information. We would not hold the company responsible.

SD/-
FINANCIAL ADVISER &
CHIEF ACCOUNTS OFFICER
COCHIN PORT AUTHORITY

Bank Certificate

We certify that _____ has current account No _____ with us and we confirm that the details given above are correct as per our records.

Date :

Place:

Authorised Official of Bank

COCHIN PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Tender No: T9/T-2011/2024-C

Bid for Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

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SECTION – II

1. GENERAL CONDITIONS OF CONTRACT - PARTS A TO G

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SECTION II

General Conditions of Contract attached separately

SECTION – II

2. FORM OF SECURITIES (ANNEXURE A)

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PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

*(To be issued by a Scheduled Bank / Nationalised Bank in India on
Non-judicial Stamp Paper of appropriate value)*

Ref No.:.....Bank Guarantee No.

Date :.....

To

The Chief Engineer,
Cochin Port Authority,
Willingdon Island,
Cochin 682009.

Dear Sirs,

In consideration of Board of Major Port Authority for Cochin Port (hereinafter referred to as the "Port Authority" which expression unless repugnant to the context or meaning thereof includes its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns), a "Contract" by issue of Port Authority's Letter of Acceptance No. dated the same having been unequivocally accepted by the CONTRACTOR resulting in a Contract bearing No..... dated value at..... for and the CONTRACTOR having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to, to Port Authority.

We having its Head Office at (hereinafter referred to as the —Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Port Authority on demand any and all money payable by the CONTRACTOR to the extent of..... as aforesaid at any time upto without any demur, reservation, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Port Authority on the Bank shall be conclusive and binding notwithstanding any difference between Port Authority and CONTRACTOR or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of Port and further agrees that the guarantee herein contained shall continue to be in enforceable till the Port Authority discharges its guarantee.

Port Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee to extend from time to time the period for performance of the CONTRACT by CONTRACTOR. Port Authority shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the CONTRACT between Port Authority and CONTRACTOR or any other course of remedy or security available to Port Authority. The Bank shall not be released of its obligations under these presents by any exercise by Port Authority of its

liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Port Authority or any other indulgence shown by Port Authority or by any other matter or thing whatsoever which under Laws would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that Port Authority at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that Port Authority may have in relation to the CONTRACTOR 'S liabilities.

This Guarantee shall be valid up to unless extended on demand by Port Authority. Not withstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry of or the extended date of expiry of this Guarantee all our liabilities under this guarantee shall stand discharged.

Dated thisday of

WITNESSES:

..... (Signature) (Signature)
..... (Name) (Name)

Bank's Rubber Stamp

..... (Name) (Name)
..... (Official address) (Designation with Bank Stamp)

+ Attorney as per Power of Attorney

No.

Dated

Notes:

- + In case of foreign Bank Guarantees, the same shall be routed through their corresponding bank operating in India.

COCHIN PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Tender No: T9/T-2011/2024-C

Bid for Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

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SECTION – III

1. GENERAL DESCRIPTION OF WORK

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SECTION – III

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, the Specifications and conditions herein referred to. Where the Specifications stipulate requirement in addition to those contained in the Standard Codes and Specifications, these additional requirements shall also be satisfied.

2. Definitions

- a) **“Employer / CoPA / Port / Cochin Port / Board / Authority”** means Board of Major Port Authority for Cochin Port constituted under Major Port Authorities Act 2021, having its principal office at W/Island, Cochin-9, India and acting through its Chairperson, Deputy Chairperson or the Chief Engineer or any other officers, so nominated by the Board, the Organization purchasing the Works and Services.
- b) **“Chief Engineer”** means the Chief Engineer of Cochin Port Authority.
- c) **“Engineer / Officer-in-Charge”** means the Nominee/representative of the Employer, authorized to give instruction to the Contractor during the various stages of execution of the Work.
- d) **“Contractor”** means the individual or firm supplying the Works and Services under this Contract who is the successful Bidder who is awarded the Assignment.
- e) **“Work / Assignment / 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. It means the works to be executed by the Contractor detailed in this Bid Document.
- f) **“Award Price/Contract Price”** means the sum indicated in the Price Bid submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Bid Document.
- g) **“Bid Document / Bid / Tender Document / Tender / Proposal / RFP”** means this Document inviting Bids from the Contractors for the Work, in response to which the Contractor’s proposal for providing Services are accepted.
- h) **“Bidder/Applicant”** means the person or persons, firm, Corporation or Company who submits a Bid for the subject Work.
- i) **“Date of Commencement of Work”** means the actual date on which the Contractor commences the work related to the Assignment OR the 30th day from the date of Letter of Acceptance issued, whichever is earlier.
- j) **“Party”** means either the Employer or the Contractor, as the case may be.
- k) **“UTLA”** means Union Territory of Lakshadweep Administration.

3. Scope of Work

- 3.1 The proposed Geotechnical Investigation work is for the proposed construction of various Marine Infrastructures like Berths, Slipways, Breakwater etc. along with

various Landside facilities like Passenger Hall, Security Building, Ice Plant, Fuel Station, Warehouses etc. at Androth, Kadmath and Kalpeni islands of Lakshadweep.

3.2 The present Bid is for conducting geotechnical investigation by sinking approximately

- (i) 4 marine boreholes upto (-)30m;
- (ii) 3 marine boreholes upto (-)25m;
- (iii) 6 marine boreholes upto (-)20m;
- (iv) 15 marine boreholes upto (-)15m;
- (v) 18 marine boreholes upto (-)8.50m and
- (vi) 8 land boreholes upto (-)25m depth

and collecting/ascertaining various soil samples/geo-technical parameters for the proposed project. Depending on the soil strata, the depth of boreholes may be altered, if required, by the Engineer-in-Charge. Five nos. Drawings showing proposed locations of the bore holes are attached at Section – IV of the Bid Document.

3.3 The Scope of Work includes the following but is not limited to:

- (vii) Mobilising at site jackup platform or suitable equipments and other equipments required for sinking boreholes in open sea / lagoon / land. (No separate payment will be made for mobilisation and demobilization of jackup platform and other equipments),
- (viii) Conducting soil investigation by sinking boreholes upto a depth of (-) 30m; (-)25m; (-)20m; (-)15m; (-)8.50m from bed/ ground level in sea and (-)25m from ground level in land;
- (ix) Collecting disturbed and undisturbed soil samples and water samples from bore holes;
- (x) Conducting the field and laboratory tests laid out in the schedule; and
- (xi) Submission of a detailed report incorporating details of borings and test details and recommendations.

4. Site Conditions

4.1 Project Locations at Union Territory of Lakshadweep

The Union Territory of Lakshadweep is an archipelago situated in the Arabian Sea between 08° 00' N and 12° 30' N latitude and 71° 00' E and 74° 00' E longitude and at a distance of about 220 to 440 km from the west coast of India. Lakshadweep is the tiniest Union Territory of India and lies about 220-440 km from Kochi, Kerala. The length of the coastline is 132 km, which is approximately 1.6% of India's total coastline. The islands have a lagoon area of about 4000 sq. km., territorial waters covering an area of 20,000 sq. km, continental shelf of 4000sq. km and an EEZ of 0.4 million sq. km. There are 11 major islands and lagoons (Androth, Kavaratti, Kalpeni, Agatti, Chetlat, Bitra, Kiltan, Kadmat, Amini, Bangaram, Minicoy) and 3 submerged reefs (Baliapani, Cheriapani, Perumalpar) and 5 banks (Bassas de Pedro, Sessostris, Coradivh, Aminipitti, Elikalpeni). Kavaratti is the capital city of these islands. The location of the islands and distances from Kochi is presented in Figure – I.

FIGURE - I



Lakshadweep is connected to Cochin by sea route. Seven passenger ships operate between various islands & Cochin and it takes 14–20 hours for the passage. Agatti of Lakshadweep is also connected to Cochin by regular commercial flights and it takes around 1 hour 20 minutes and daily two flights are available at present. For emergency situations, the administration flies helicopters between Kavaratti and other islands and also to mainland.

The islands are connected to mainland by the passenger vessels owned and operated by UTLA. These vessels connect the islands to Cochin in the mainland and operates during favourable weather. The intra island connectivity is carried out by the high-Speed Passenger Vessels owned and operated by UTLA. In addition to the above, there are barges owned and operated by private parties that transport cargo to the islands. These barges ply between the islands and Beypore, Mangalore and Cochin in the mainland. The High Speed vessels and barges operate only during the fair weather season.

4.2 Reference Level

All the levels indicated in the drawings and/or specifications are with reference to Chart Datum as reported in NHO Chart. 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.

4.3 Tide and Flood Levels

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 available details as per NHO Chart for each island is as follows:

4.3.1 **Androth**

The various tidal levels in the area relative to the Chart Datum as reported in NHO Chart No.2007 are as indicated below for the general guidance to the Bidder.

Mean Higher High Water (MHHW)	: (+) 1.30 m
Mean Lower High Water (MLHW)	: (+) 1.10 m
Mean Sea Level (MSL)	: (+) 0.90 m
Mean Higher Low Water (MHLW)	: (+) 0.80 m
Mean Lower Low Water (MLLW)	: (+) 0.40 m

4.3.2 **Kadmth**

The various tidal levels in the area relative to the Chart Datum as reported in NHO Chart No.2047 are as indicated below for the general guidance to the Bidder.

Mean Higher High Water (MHHW)	: (+) 1.60 m
Mean Lower High Water (MLHW)	: (+) 1.50 m
Mean Sea Level (MSL)	: (+) 1.10 m
Mean Higher Low Water (MHLW)	: (+) 1.0 m
Mean Lower Low Water (MLLW)	: (+) 0.60 m

4.3.3 **Kalpeni**

The various tidal levels in the area relative to the Chart Datum as reported in NHO Chart No.2035 are as indicated below for the general guidance to the Bidder.

Mean Higher High Water (MHHW)	: (+) 1.40 m
Mean Lower High Water (MLHW)	: (+) 1.30 m
Mean Sea Level (MSL)	: (+) 1.0 m
Mean Higher Low Water (MHLW)	: (+) 1.0 m
Mean Lower Low Water (MLLW)	: (+) 0.50 m

4.4 **Current**

The moderate current expected in the area is about 0.5 metre/sec.

4.5 **Waves**

The wave height in the extreme condition is expected to be 1m in Androth island and 3.40m in Kadmath and Kalpeni islands.

4.6 **Wind**

Winds are light to moderate during October to March or April. Towards late summer, winds begin to strengthen and continue to be strong in the southwest monsoon season. Northerly or North-easterly winds prevail during the months December to February. Thereafter the winds gradually back and become north-westerly by April and westerly by May. South-westerly to westerly winds prevail in June and July, becoming westerly to north-westerly in August & September. In October & November, winds veer to northwest or north.

4.7 Bathymetry

The approximate Bathymetry contour lines in the project area are available in the drawings kept at Section – IV of the Bid Document.

4.8 Rainfall

Southwest monsoon extends from June to October with 80 to 90 rainy days in a year. The annual average precipitation is 1640 mm. the number of rainy days during the Southwest monsoon season is also greater in the north than in the south.

4.9 Temperature

The annual average temperature is 27.9°C, May being the warmest month at 29.6°C and August, the coldest at 27.2°C. Temperature is generally uniform over the territory but increases slightly from south to north. Temperature rises from February and April and May are the hottest months in the year. But due to the fresh breeze from the sea, weather is seldom very sultry. The diurnal change in temperature is small and is of the order of 5° to 7° C. The annual range of temperature is still smaller being about 2°C to 4°C only.

4.10 Humidity

Air is humid throughout the year, the relative humidity being always over 70 to 75%.

4.11 Special Weather Phenomena

Thunderstorms occur in the months of April to June and October and November. Squalls though occasional, are more frequent in the northern islands than in the south. They occur in association with thunderstorms in May and during the southwest monsoon season.

A few of the cyclonic depressions and storms, which form in the south Arabian sea during April & May, affect the weather over the territory. During the post monsoon months of October to December, a few of such systems originating in the Bay of Bengal and travelling westwards emerge into the south Arabian sea, and occasionally affect these islands.

4.12 Soil Profile Data

Considering general geology of Lakshadweep islands and available borelogs indicates that the seabed of all the islands is of similar nature and comprises mostly of coral rocks mixed with sediments. The details available for three islands are as follows:

4.12.1 Androth

The borelogs available for Androth island shows that the soil below the seabed comprises of interlayered carbonate rock and carbonate sediments till (-)15m depth beyond which it is carbonate rock.

The borelogs available, but not in the project site, is attached in the drawings kept at Section – IV of the Bid Document for reference.

4.12.2 Kadmth

The borelogs available on eastern side for Kadmath island shows that the soil below the seabed comprises of carbonate rock with layers of sediments till about (-)12m beyond which it is carbonate rock.

The borelogs available, but not in the project site, is attached in the drawings kept at Section – IV of the Bid Document for reference.

4.12.3 Kalpeni

The borelogs available on western side for Kalpeni island shows that the soil below the

seabed comprises of silty sand with coral stones beyond which it is carbonate rock and sediments followed by mix if silty sand and coral stones and at around (-)10m it is coral boulders.

The borelogs available in the island area, but not in the project site, is attached in the drawings kept at Section – IV of the Bid Document for reference.

5. Drawings

The drawings enclosed with the Bid Document are to provide some idea of the job only and are preliminary and for Bid 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.

6. Contractor's Laboratory

The Bidder should have one established laboratory in Lakshadweep or nearest mainland for conducting various tests. Alternatively, he should produce documentary evidence from established soil laboratories at Lakshadweep or nearest mainland indicating that the required testing facilities under the Bid will be provided from their laboratories. Bidders while submitting the Bids should clearly specify the availability of the laboratory in the area together with various equipments and machinery they have in that laboratory. If it is the intention to utilize the facilities of any existing laboratory in the Lakshadweep / mainland area, for the purpose, the Bidders should give clear details of the locality and the equipments and machinery that would be available in the laboratory for testing. In the absence of both, he shall establish a laboratory at Lakshadweep to the department's satisfaction at his own cost as directed by Engineer-in-Charge of the works and the departmental personnel shall have access to the laboratory. All the samples collected from the above holes shall be carefully transported without disturbance to the laboratory or any place pointed out by the Engineer-in-Charge under close supervision of departmental personnel. Laboratory tests specified in the schedule shall be carried out on undisturbed samples and selected disturbed in the laboratory itself, under the strict supervision by the department. There should be facility for day to day observation. Tests done without observation of the departmental personnel shall not be considered for payment. Facilities shall be made available for the inspecting personnel to take various readings of the different tests. After carrying out all laboratory tests and interpreting data, a report consisting of a brief description of operations, field and laboratory data, and analysis shall be prepared and submitted to the department.

7. Time Schedule and monitoring of Progress

- 7.1 Bidder shall prepare and attach with the Bid, a detailed Work Schedule indicating key activities and critical items for completing the Work within the stipulated Contract Period. This Time Schedule forms the basis for monitoring the progress of Work.
- 7.2 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

8. Facilities to be provided by the Port

8.1 Contractor's Work area

Subject to availability, the Contractor will be given work area required for the temporary site office, stacking of materials, keeping equipment etc. for the duration of Contract near to the site, free of rent. The site shall be cleared, raised and levelled, if so required, by the Contractor at his own cost for setting up the site office, stores etc. with the permission of the Engineer-in-Charge or concerned authorities. After the work is over, the Contractor shall at his cost, reinstate the site after clearing all temporary works etc. as directed by the Engineer-in-Charge. All costs involved for the site office, stores, clearing the site etc. will have to be borne by the Contractor.

8.2 Power

Electric power required for the Work will have to be arranged by the Contractor at his own cost from the Electricity Department of Lakshadweep Administration at prevailing rates or from own sources like Generator sets.

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 Electricity Department, CoPA shall not be held responsible and the Contractor has to make suitable alternative arrangements at his own cost.

9. Contractor's Responsibility

- 9.1 The Bidder shall visit the area before bidding. The Bidder shall acquaint himself about the conditions prevailing at site, sea condition, nature of sea bed, depth of water, under water current, tidal variation, waves, transportation of materials and men etc. It will be deemed that the Bidder has visited the site and studied the site conditions before submitting the Bid. The Bidder shall also get himself acquainted with the nature and extent of the work and the constraints involved in the execution of the work. It will be his responsibility to take into consideration all the relevant points before quoting his rate. No claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in execution of work.
- 9.2 The Bidder shall acquaint himself with all the rules and regulations of the Lakshadweep Administration and the Bid submitted by him shall deem to have been quoted after having taken into consideration of all these factors.
- 9.3 The Bidder shall abide to the rules and regulations of Lakshadweep Administration and other statutory bodies. No claim of the Bidder on this account shall be entertained.
- 9.4 Special attention of the Bidder is invited to the fact that the islanders of Lakshadweep are schedule tribes. The Bidder shall ensure orderly and good behavior of his workmen so as to avoid any undesirable development to the interest of the scheduled tribe community, liable to disturb the tranquility and peace in island.
- 9.5 The Bidder shall engage locally available workmen as far as possible. In case of non-availability of workmen in particular trade at these islands, the Bidder may engage persons inducted from mainland. If there are any retrenched workmen in the island, the Bidder shall consider to take suitable workmen among these persons based on the requirement. This condition shall be strictly followed by the Bidder.
- 9.6 Any workman / workmen found undesirable should be returned to mainland by the Contractor by next available sailing. The department reserves the right to insist on the Contractor to send back any of his workman / workmen to mainland without stating any reason whatsoever.
- 9.7 The Bidder shall submit a list of his workmen to the Engineer-in-Charge whom he proposes to induct to the island for this work, for obtaining necessary entry permits from the Lakshadweep Administration.
- 9.8 All materials for use on the Work shall be supplied and provided by the Contractor at his own cost and shall conform to relevant BIS Specification unless otherwise specified.
- 9.9 The Contractor shall arrange transportation of all construction materials, machinery etc. required for the work, from Mainland Port to the respective island in Lakshadweep. The Contractor will have to make his own arrangement for transportation of materials to site/ stack yard at Island and at Mainland.
- 9.10 All plants and equipment and consumables required for the whole Work shall be provided by the Contractor at his own cost.

- 9.11 The Bidder shall be responsible to return all the plant and machinery issued to the Bidder by the Port department of Lakshadweep or any other department for bonafied use, with normal allowance wear and tear and shall be responsible for all damages caused to the said plant and machinery at the site of Work or elsewhere in operation and otherwise during transit including damage or loss of plant and for all losses due to his failure to return the same after completion of work for which it was issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the Bidder and its extent in this regard and his decision shall be final and binding on the Bidder.
- 9.12 Only minimum quantity of fuel supply will be available at the islands. It is the responsibility of the Contractor to arrange sufficient quantity of fuel either from island or neighbouring islands / mainland Kochi / Beypore / Mangalore.
- 9.13 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.
- 9.14 All labour, skilled or unskilled shall be provided by the Contractor. Settling any dispute with the labour will be the Contractor's responsibility.
- 9.15 The Contractor shall take care and precautionary measures for avoiding any kind of damage/accident at the work site and its premises, during the execution of works. 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, occurring during the execution of works.
- 9.16 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.
- 9.17 The Contractor shall ensure that valid Insurance Policy as per Contract Document is available at all times.
- 9.18 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.
- 9.19 The Contractor shall comply with all the provisions of the Indian Employees 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. Necessary proof for compliance with the Employees Compensation Act covering all Workmen at the Site as per Contract Document shall be made available at all times by the Contractor.
- 9.20 During monsoon period the materials and machineries are to be safeguard by the Contractor at his own cost. In case of any loss during rough weather season, no claim will be entertained by the department.
- 9.21 The Work shall be arranged by the Contractor without causing any damage to any other structures in the premises. 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 Work, failing which Port will do the rectification work and the cost incurred will be recovered from his bill or from security deposit or any sum due to him from the Port.
- 9.22 The Works shall be done as per the directions of the Engineer-in-Charge and without causing any disturbance to the nearby operations.
- 9.23 Registration of the Contractor's floating crafts used in the execution of the Works: The Contractor shall seek permission from the Port Department, UT of Lakshadweep for all

his floating crafts plying in the execution of this Contract and no floating craft which has not been so registered shall be allowed to be employed in the execution of this Contract. No exemption whatsoever shall be granted in this regard.

- 9.24 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.
- 9.25 Qualified Engineers with sufficient experience in Works of similar nature shall be available at Site throughout the Contract Period during working hours in order to receive instructions from department and to implement them properly and in time.
- 9.26 The Contractor shall take all care and precautionary measures for avoiding damage or accidents to the Work from ship / vessel / barge/ equipment movements or other water crafts movements or from vehicular 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.
- 9.27 The Work shall be arranged by the Contractor without causing any hindrance to the vehicular traffic and also ship and other water crafts 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 to any person or property, including third party, shall be compensated / made good, at the Contractor's risk and cost.
- 9.28 The Contractor shall provide at his cost, necessary signals, day marks and lights on the water crafts/pontoons /barges/jackup platforms etc. for warning the vessels/crafts/ barges passing through the area during the course of work.
- 9.29 The Contractor shall provide, fix and be responsible for the maintenance of all distinguishable stokes, marker buoys, templates, level marks and other similar things and shall take necessary steps to prevent their removal or disturbance and shall be responsible for the consequences of such removal or disturbance if the same takes places, and for their efficient and timely re-installation.
- 9.30 It will be the responsibility of the Contractor to ensure that no leakage / spillage of oil should take place from construction machinery during operation of the machinery and handling of oil etc.
- 9.31 The Contractor shall observe all safety regulations during the execution of the Work. Safety measures, precautions, barricading, warning signals etc. shall be done at the Contractor's cost as directed by the Engineer-in-Charge of the Work. **The Contractor shall provide all necessary personnel protection equipment 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 equipment during the execution of the Work.**
- 9.32 The responsibility for carrying out the Works and the method to be adopted under this Contract shall solely rest with the Contractor always subject to the approval of the Engineer-in-Charge. Such approval shall not however relieve the Contractor in any way of the responsibility for the proper execution of works in accordance with the Contract.
- 9.33 It shall be the responsibility of the Contractor to locate the position of the bore hole accurately which will be checked by the Engineer-in-Charge. Bore hole sunk and other in-situ-tests conducted at a wrong location shall not be considered for payment.
- 9.34 The Contractor shall ensure that valid Load Test Certificate and Annual thorough Inspection Report issued by competent persons are available before usage of any

mechanical lifting equipment in construction work. The Contractor shall also ensure that Test load indicator shall be available in the operator's cabin and all the safety devices such as overload trip shall be functional. The Stability Certificate from competent person shall be produced by the Contractor in case the crane is mounded in a barge.

- 9.35** Fresh water required for the Work shall be arranged by the Contractor at his own cost.
- 9.36** **The Contractor shall provide a twin screw seaworthy boat as per the locations of Work being carried out, at his own cost, exclusively for the departmental personnel for survey and supervision works, throughout the Contract period. In case the Contractor fail to provide the boat throughout the contract period, an amount of Rs.1 lakh per month or part thereof shall be deducted from the Contractor's running bill.**
- 9.37 The Contractor shall do additional borings also, if required, at the same rates tendered and no claim for extra payment will be entertained on this account. The total number and depth of bore holes to be sunk and in-situ tests may vary during execution based on the actual requirement and the Contractor shall have no claim for compensation on this account also.
- 9.38 Any other related work as directed by the Engineer-in-Charge shall be carried out by the Contractor.
- 9.39 The Contractor shall supply at his own cost monthly or at intervals as directed by the Engineer-in-Charge, well executed professional photographs of standard size (approximately 24x18 cm) showing the progress of the Work, set in an album indicating the title along with soft copy in pendrive and also such other particular item of the Work.
- 9.40 No information or photograph concerning the Work shall be published without the prior permission of the Chief Engineer and drafts of all such proposal/ publication shall be submitted for approval.
- 9.41 The information and data shown in the drawing and detailed elsewhere in the Bid Document are furnished for general information and guidance only and the Cochin Port in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the Bidder.
- 9.42 The Contractor shall observe the conservancy rules relating to the Lakshadweep islands and shall always take necessary steps to keep the water, free of noxious or unhygienic matter due to the Work, as required by the Engineer-in-Charge. Under no circumstances, inflammable materials be allowed to spill into waters.
- 9.43 All security rules and regulations including obtaining entry / exit passes including photo passes, if any, for vehicles, men and materials etc. for entering the area shall be observed by the Contractor at his cost.
- 9.44 The Contractor will have to provide a site office accommodation with Porta Cabin measuring a minimum of $11m^2$ with toilet facilities, near the Contractor's Work area or other location as approved by the Engineer-in-Charge, for the use of departmental staff at each island during the execution period. Arrangements for fresh water supply and power supply to the office building shall be made by the Contractor. Necessary fans and lights shall be provided.

No separate payment shall be made for providing the office as said above and it shall be included in the rate quoted for the Work. In case the Contractor fails to hand over the office and / or fails to maintain the office for the stipulated period, an amount of Rs.20,000/- per month or part thereof shall be deducted from the Contractor's running

- bills, for the period of delay/ lapse. On completion of the Work, the office accommodation provided by the Contractor shall be disposed off by the Contractor.
- 9.45 The Contractor shall provide necessary arrangements for transportation and other requirements, as desired by the Engineer-in-Charge, for inspection of Work without any extra cost, from commencement till completion of Work.
- 9.46 The Contractor shall ensure that no labourers with criminal background are engaged for the Work.
- 9.47 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 UTLA 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.
- 9.48 The Contractor shall ensure that none of his workers collect forest produce, Corals or any other natural flora and fauna as all such activities anywhere in the islands are banned by the Govt. of India.
- 9.49 The Contractor shall take all precautions not to damage any cables/pipes etc. passing through the area of Work and if any damage is caused by him, the same shall be rectified at his own risk and cost.
- 9.50 While carrying out hot works such as welding, cutting etc. all the prevailing rules and regulations of Lakshadweep Administration shall be strictly observed by the Contractor.
- 9.51 The Contractor shall remove all materials brought to Work Site / stacked at the Work Site or anywhere else within the area and clear the site at his cost to the full satisfaction of the Engineer-in-Charge, before the site is returned to the Cochin Port. 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 the location shall be cleared in every respect and reinstated to its original condition at no extra cost to the Cochin Port, immediately after completion of the Work. In case, any such material is found left in the Work Site or anywhere in the area, the same shall be removed by Port Authority and all expenses incurred on this account shall be recovered from the Contractor. If any balance amount still remains to be realized, that will be recovered from the Contractor by appropriate means.
- 9.52 On completion of the Work, the Contractor shall clear away and remove from the Work site, the jackup platform, other plants, materials etc. and temporary works of every kind. The Contractor shall also forthwith dispatch, raise and remove any plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of the 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 and for the safe navigation as may be required by the Port/UTLA. In the event of the Contractor not carrying out the obligation imposed upon him by this Clause, the Engineer –in-Charge shall raise and remove the same (without prejudice to the right of the Employer to hold the Contractor liable) and the Contractor shall pay to the Employer all costs incurred in connection therewith or the same shall be adjusted from any money (ies) due to the Contractor under the terms of this Agreement. The fact that the sunken vessel/craft or plant is insured or has been declared a total loss, shall not absolve the Contractor from his obligation under this Clause, to raise or remove the same.
- 9.53 **The Contractor shall extend all facilitations and cooperation to other Contractors for simultaneous execution of any other works in the area.**

10. Workmanship

- 10.1 All the Works shall be done strictly according to relevant Bureau of Indian Standards (BIS) specifications unless otherwise specified. Whenever special conditions and other specifications deviate from the BIS, the former shall prevail.
- 10.2 The whole Work shall be completed in a diligent manner within the Contract Period.
- 10.3 **The Work shall be arranged in the order of preference as directed by the Engineer-in-Charge of Work. In addition to the above, Contractor shall submit a Quality Assurance Plan (QAP) for the Work within 10 days of the date of LoA and it shall be approved by the Engineer-in-Charge before commencing the Work and strict compliance of the same shall be ensured.**

11. Temporary Works

- 11.1 All temporary works required for proper execution of the Work, 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.
- 11.2 On completion of the Work, temporary works if any provided by the Contractor shall be removed from the Site and the area shall be reinstated to the original condition at his own risk and cost.

12. Time for Completion

- 12.1 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.
- 12.2 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. Extra rates will not be admissible for work in monsoon/ rainy season. During monsoon and other periods, it shall be Contractor's responsibility, to keep the construction site free from water at his own cost.
- 12.3 The whole Work shall be completed in the stipulated time, accordance with the provisions under Memorandum included under "Form of Bid" or such extended time as may be allowed under Clause 29 of Conditions of Contract included in the GCC.

13. Method of Execution

- 13.1 The Contractor shall clearly indicate in their Bid, 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.
- 13.2 The detailed list of equipment/machineries/tools & plants proposed to be mobilized for the deployment in the Work as furnished as per **Annexure - II** of Section I and Method of Execution furnished as per the Clause above, are considered only for the technical

appreciation of the proposal of the Contractor and it shall not relieve the Contractor of his responsibility of executing the Work with the quality specified in the Bid and if any discrepancy occurs, the construction procedures detailed/specified in the Bid will prevail. In case, any additional equipment are required to be mobilised than those listed in the Bid for deployment in the Work, it shall be arranged and the Work executed as per the Bid specifications without any extra cost to the Cochin Port.

14. Bill of Quantities

14.1 The quantities given in the Bill of Quantities (Schedule of Quantities) are only approximate and payment will be made as per actual quantity of Work done. Any increase or decrease in the item shall not form the basis for alteration of percentage quoted and accepted.

15. Escalation

15.1 No price escalation shall be applicable for the Work.

16. Alterations and Additions

16.1 The Employer shall have power and authority from time to time and at all times, to make amendments or additions or alterations or changes in the Scope of the Work and Specifications, Schedules, 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 Work 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 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.

SIGNATURE OF BIDDER

SECTION – III

2. SPECIAL CONDITIONS OF CONTRACT

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SECTION – III

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 sub-division of the documents into separate sections 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 (GCC) 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 percentages/ rates / lumpsum 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 Work. The percentages/ rates / lumpsum 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 Work 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 Bid for the Work 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 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 of the Work or any temporary works. The rate shall also include cost for arranging all necessary equipments, men and materials including transportation to the Lakshadweep islands etc. and also considering the statutory / mandatory recoveries.

3. Measurements of Work Done

- 3.1 In addition to Clause-26 of GCC- 'Computerised Measurement Book', measurement of the Work can also be done as detailed below.
- 3.3 Engineer-in-Charge (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.
- 3.4 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.
- 3.5 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.

- 3.6 The department shall not entertain any claim from the Contractor for any loss or damages on recording measurements. 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 3 (three) 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.
- 3.7 The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for taking measurements and recording .
- 3.8 Except where any general or detailed description of the Work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.
- 3.9 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.
- 3.10 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.
- 3.11 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.

4. Liquidated Damages

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

5. 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 Work or any part thereof or to any temporary work from any cause whatsoever (save and except the Excepted Risks as defined in Clause 12.2 of General Conditions of Contract), 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.

6. Insurance of Works

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

- a) The insurance cover for the Work 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.

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

7. Payments of Salary / Wages and Other Benefits etc. to Contract / Casual Workers

7.1 *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.*

7.2 *All the payments to the Contractors would be released only on submission of undertaking to comply with Clause 7.1.above.*

8 Modifications to General Conditions of Contract (GCC)

The following clauses of GCC shall be replaced / modified as below.

1. Definitions

The following Definitions shall be modified as:

The **Completion Date** is the date of completion of the Work 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

Clause 25 shall be replaced by the following:

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

25.1.1 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 Chairperson of CoPA 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 Chairperson 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 as follows :
 - i) The Parties together shall appoint a Sole Arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the Parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator may, with the consent of the Parties extend the time, from time to time, to make and publish award as the case may be.
 - ii) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- c) If the value of the Contract is above Rs.5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairperson, appoint an arbitrator and give notice to the Chairperson 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 the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Enterprises (CPSEs) / Port Authorities inter-se or CPSE and Government Departments, it shall be referred for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

25.1.2 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 Chairperson of the appeal.

25.1.3 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.

25.1.4 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.

25.1.5 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.

25.1.6 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.

25.1.7 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.

25.1.8 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.

25.2 Settlement of Disputes through Conciliation

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the Arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for Cochin Port constituted under Major Port Authorities Act 2021 subject to the delegation of powers.

26. Computerized Measurement Book

The 5th para shall be replaced by the following:

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

Sub Clauses 40.2 and 40.3 shall be replaced by the following:

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 rates of similar items in the Contract.
- ii) Rates and prices in the Schedule of Rates applicable to the Contract plus or minus 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 Quantities 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 or minus 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.

44. Compensation Events

Sub Clauses 44.1 (c) to (e) stand deleted.

All other Sub Clauses under Clause 44 remain the same.

45. Rates for Items to be Inclusive of Taxes

45.1 The rate quoted by the Contractor shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Services Tax (GST). GST as may be applicable from time to time shall be shown separately in the invoice and it will be paid extra. 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 shall include the GST Registration Number of the Contractor as well as the Employer.

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/Security retained till 30 days from the date of payment of final bill, 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/Security 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.

55. Completion

The following shall be added after Sub Clause 55.1:

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

80. Taxes and Duties

Sub Clauses 80.1 and 80.2. stand deleted and Sub Clauses 80.3 and 80.4 stand modified as given below.

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.

Sub Clauses [d] & [l(i)] shall be replaced by the following:

- (d) Maternity Benefit Act 1961 or Maternity Benefit Amendment Act 2017:-
The Acts provides for leave and some other benefits to Workmen/ employees in case of confinement or miscarriage etc.
- (l) ESI Act, 1948:-
 - (i) As per the Govt. Notification dt. 20.7.09, Cochin Port 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. 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 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 employer's share of 3.25% plus employee's share of 0.75% which is payable on or before 21st of the following month, to which the wages/salary relates.

SIGNATURE OF BIDDER

COCHIN PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Tender No: T9/T-2011/2024-C

Bid for Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

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SECTION – IV

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SECTION – IV

1. TECHNICAL SPECIFICATIONS

1. Detailed Specifications of Items of Works

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 practice exists the latest BSS Codes of Practice shall also be considered for adoption. The Bidder while indicating such specifications shall 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 specialized 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:

1.1. General

The specifications given hereunder establish the requirements of the geotechnical investigations consisting of the Works mentioned in Schedule of Quantities. In case specifications given here under are insufficient, the tests and works shall comply with relevant Specifications of Bureau of Indian Standard, wherever applicable. In case of dispute on specifications, the decision of Engineer-in-Charge shall be binding on the Contractor.

1.2. Bore Holes

- 1.2.1. Bore holes of 150 mm diameter shall be sunk to the required depth with shell and auger equipment/ power drilling with bentonite slurry method through sand, silt, clay and coral, but excluding rocks, pebbles or gravels. If gravels, pebbles, boulders and rocks are encountered, suitable method of advancing the bore hole shall be used by the Contractor without any additional cost.
- 1.2.2. In case of cohesionless soil, the bore holes must always be kept filled with drilling mud solution.
- 1.2.3. The bore holes shall be cased upto 10m or as per site requirements and conditions from ground / bed level followed by drilling mud.
- 1.2.4. The bore holes shall be cased if found necessary, as per site requirements, without any extra cost.
- 1.2.5. Bore holes shall be cleaned properly before conducting any in-situ test or taking out undisturbed samples.
- 1.2.6. For the purpose of payment, the boring depth shall be measured from the bed / ground level at the location of the bore hole. The payment for boring is inclusive of providing casing to the extent required for completion of the borehole and no separate payment will be made for the length of casing provided above bed level. No payment shall be made for incomplete in-situ tests or bore holes which have not been advanced up to the depth as specified by the Engineer-in-Charge.
- 1.2.7. **No separate payment will be made for mobilisation and demobilization of jackup platform/suitable equipments and other equipments.**

1.3. In-Situ Tests in Bore Holes

1.3.1. All in-situ tests mentioned below shall be conducted as per the relevant BIS Specifications or by procedures suggested by the Engineer-in-Charge.

1.3.2. Standard Penetration Test (SPT)

1.3.2.1. The standard equipment with split spoon sampler shall be used.

1.3.2.2. The procedure for conducting SPT using split spoon sampler and determination of 'N' values shall be as per the IS: 2131 or procedures suggested by the Engineer-in-Charge.

1.3.2.3. The field records shall be maintained in an approved proforma in duplicate and one copy of this shall be submitted to the Engineer-in-Charge after each bore hole is completed.

1.3.2.4. The SPT shall be carried out in bore holes at intervals of 3.00m or at the change of stratum whichever occurs earlier. The first S.P.T. at each borehole shall be conducted at 0.75m depth from ground level / bed level.

1.3.3. Vane Shear Test

1.3.3.1. The standard equipments and procedure as per IS: 4434 shall be followed in conducting these tests or as directed by the Engineer-in-Charge.

1.3.3.2. Vane Shear Test shall be conducted, at depths suggested by the Engineer-in-Charge. The vane used for test shall be of 100mm size. Smaller size of vane may be used with approval of Engineer-in-Charge if soil conditions so warrants.

1.3.3.3. Vane Shear Test shall consist of determining the shear strength of undisturbed and remoulded samples of the soil in each case.

1.3.3.4. The test shall generally be carried out at intervals of 3m or at the change of stratum whichever occurs earlier.

1.3.3.5. If it is ascertained that the soil in the test stratum consists of clay mixed with large proportions of sand, silt, kankers or decayed wood, the test shall be omitted with the permission of the representative of the Engineer-in-Charge at site.

1.3.3.6. Before using the instrument in the field, calibration curve for the torque measurement of the instrument shall be produced for inspection and checking.

1.4. Soil Samples

1.4.1. Undisturbed Samples (UDS)

1.4.1.1. The standard equipments and procedures as directed by the Engineer-in-Charge shall be followed.

1.4.1.2. The Undisturbed (UD) samples shall be taken at intervals of approximate 5m starting the first at 2m depth or at the change of stratum whichever occurs earlier. The sample shall be min. 100mm diameter and 450mm long. For stiff clays, the area ratio of the sampling tube shall not exceed 20%. In case of soft clays, silt and sandy soils, UD samples shall be collected using appropriate type of piston sampler as directed by the Engineer-in-Charge. **All efforts shall be taken by the Contractor to collect the UD samples not less than 90% of the quantity given in the Schedule of Quantities.**

1.4.1.3. Immediately on recovery of each UD sample, the sample tube shall be cleaned, the ends shall be sealed with wax and labeled properly so that this could be distinguished easily later, according to IS: 1892. They should be packed in wooden / plastic boxes, so that the samples are least disturbed during transit to the field laboratory or any place as pointed out by the Engineer-in-Charge.

1.4.1.4. It is imperative that all the tests SPT, Vane shear and extracting of UD samples shall be done from the bottom of the bore hole in undisturbed zone of the soil and to achieve this, the interval of 3m may not some times be sufficient. If marginal adjustments in interval are required, the same may be done in consultation with the Engineer-in-Charge.

1.4.1.5. Based on the field examination and tests, bore logs shall be prepared in accordance with IS: 1498.

1.4.2. **Disturbed Samples (DS)**

1.4.2.1. Disturbed samples shall be collected from the locations where the in-situ tests are carried out or as directed by the Engineer-in-Charge. These disturbed samples shall be preserved in jars or suitable containers as approved by the Engineer-in-Charge with proper label etc. The quantity shall be sufficient for carrying out identification and classification test. Number of disturbed samples required for each bore hole shall be decided by the Engineer-in-Charge of the Work.

1.4.2.2. The samples shall be handed over to the Port or taken to the laboratory along with other field record after completion of each bore hole, as directed by the Engineer-in-Charge.

1.5. **Water Samples**

1.5.1. Water samples shall be collected from the bore holes as directed by the Engineer-in-Charge.

1.5.2. One sample each shall be collected from a depth of 5m below the ground / bed level.

1.5.3. Before collecting the water samples at desired depth, the bore holes shall be cleaned and all the water shall be bailed from bore hole. Some time shall be allowed for the water to accumulate in the bore hole and the water sample shall be collected and preserved in a jar with proper identification labels.

1.5.4. These water samples shall be tested for sulphate and chloride contents and for total salinity.

1.6. **Laboratory Test**

1.6.1. The following tests shall be performed as per IS: 2720 on the selected soil samples collected. The schedule of tests to be performed on different samples, bore hole wise shall be furnished to the Contractors in due course by the Engineer-in-Charge on receiving the field records i.e., the field bore logs and other details. The exact number of samples to be tested for different tests shall be decided at site. The undisturbed samples shall be sent to the laboratory at intervals.

1.6.2. **Atterberg Limits**

Liquid limits, plastic limits and plasticity index shall be required for all UD samples

1.6.3. **Natural Moisture Content.**

These shall be required for each UD samples.

1.6.4. **Particle Size Analysis**

Sieve/hydrometer analysis on at least one sample from each stratum shall be required. Hydrometer analysis shall be carried out wherever required depending on the type of soil. Hydrometer analysis shall be carried out at least for 10% of total number of samples taken from a bore.

1.6.5. **Wet and Dry Density**

For all UD samples.

1.6.6. **Specific Gravity**

For one sample from each stratum

1.6.7. **Direct Shear Tests**

Direct shear tests shall be conducted on sandy soil samples.

1.6.8. **Unconfined Compression Tests**

These tests to be conducted on selected UD samples and natural moisture content and limit tests for these samples shall be done also.

1.6.9. **Chemical Tests**

These tests shall be conducted on soil / water samples to report the following.

- (i) P.H. Value
- (ii) Chloride in ppm and %
- (iii) Sulphate in ppm and % and also in terms of SO₃ and SO₄.
- (iv) Total salinity of water samples.
- (v) Carbonate and organic matter content of soil.

1.7. **Documents and Reports**

1.7.1. At the end of the investigation and completion of all tests, the Contractor shall submit a report consisting of the following documents:

- a) Plan showing the location of the bore holes as executed with its co-ordinates.
- b) All field records viz. the bore log, details of samples taken, records of all in-situ and laboratory tests, profiles, classification of soil stratum and any other significant details which might be found out during the investigation.
- c) Analysis of the field and laboratory test data

1.7.2. Soil profiles shall be presented in the report and vivid strata-wise account of significant soil types containing the following shall be given:

- type of soil,
- N-value,
- γ - value,
- C-value,
- \emptyset -value etc.

Besides this, cross section showing the soil profile containing type of soil, N-value, γ -value, C-value, \emptyset -value etc along length and breadth of each area shall be given. The Contractor shall also provide recommendation of design C- \emptyset values based on C- \emptyset values obtained on various lab/ field tests.

1.7.3. Based on the investigations, pile capacity curves under compression and tension with detailed calculations shall be given for four pile diameters 900 mm, 1000 mm, 1200mm and 1300 mm.

1.7.4. **Separate reports will have to be submitted for geotechnical investigation of each island.** Ten copies of each report along with a soft copy in pen drive (in editable mode) shall be submitted on completion of work. The draft of this report shall be submitted to the Engineer-in-Charge and got approved after incorporating his observations/ comments before its finalization.

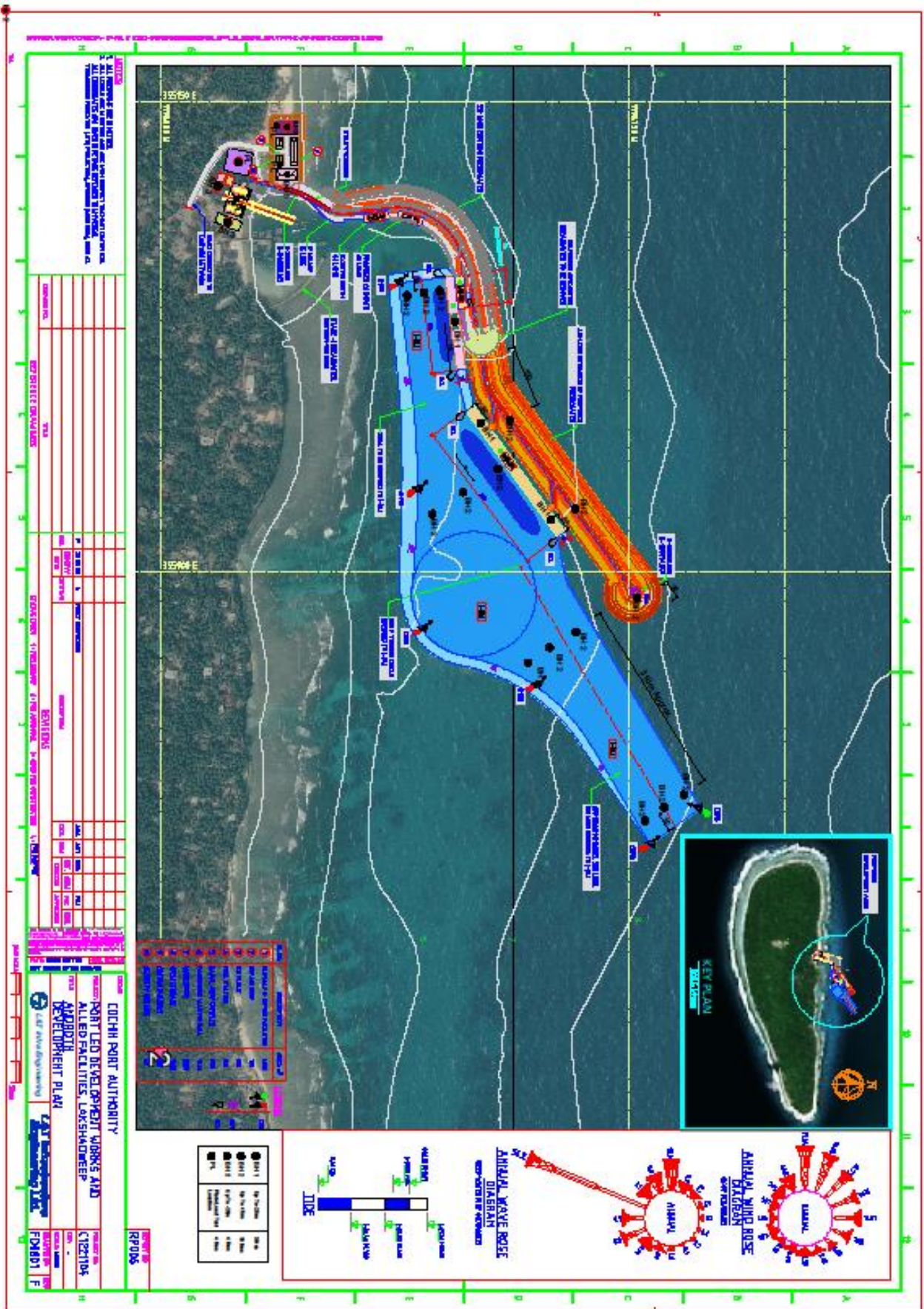
1.7.5. Apart from the above, during the investigations the field bore log records of in-situ tests etc. shall be submitted to the Engineer-in-Charge as and when a bore hole is completed.

SIGNATURE OF BIDDER

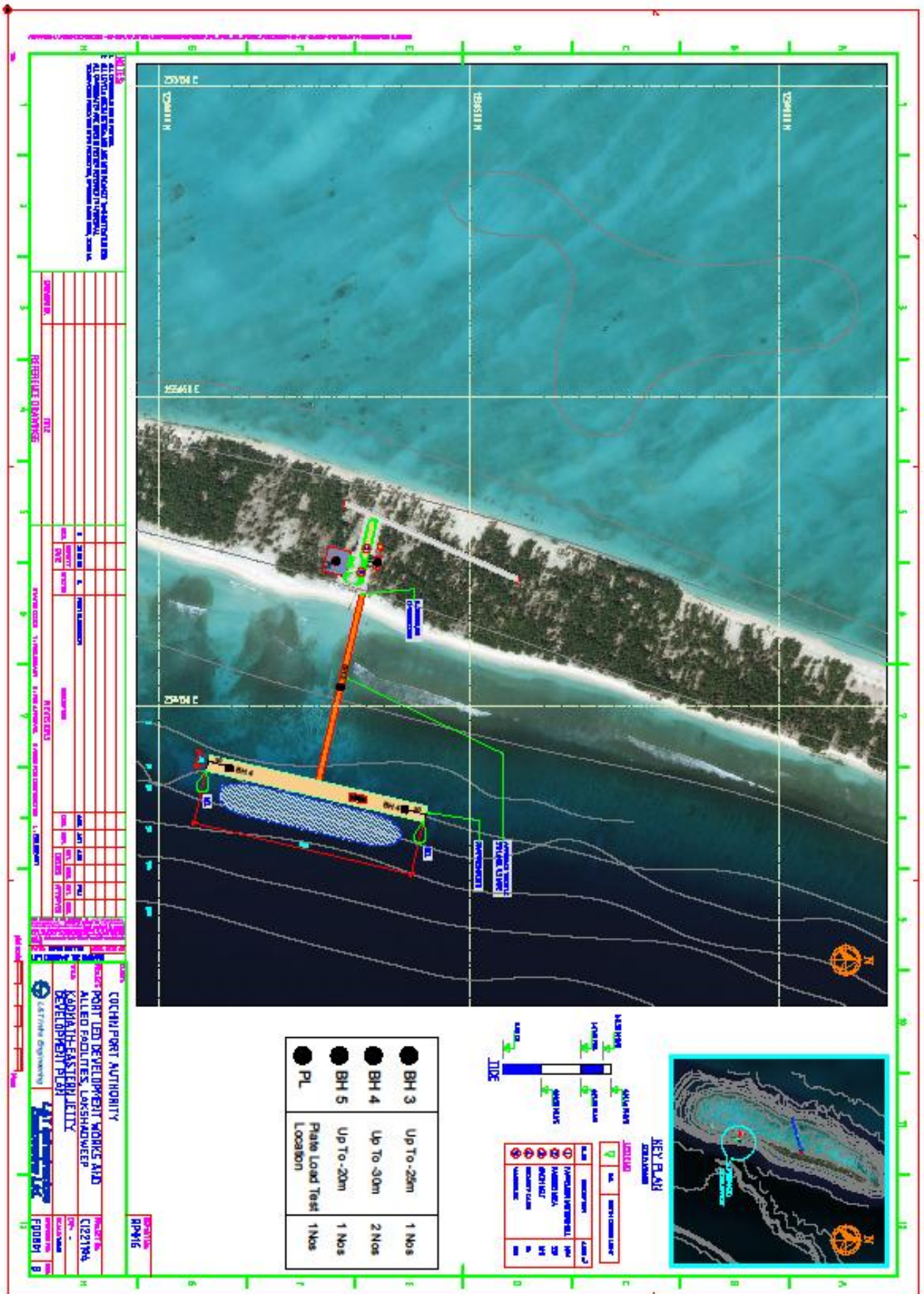
SECTION - IV

2. DRAWINGS

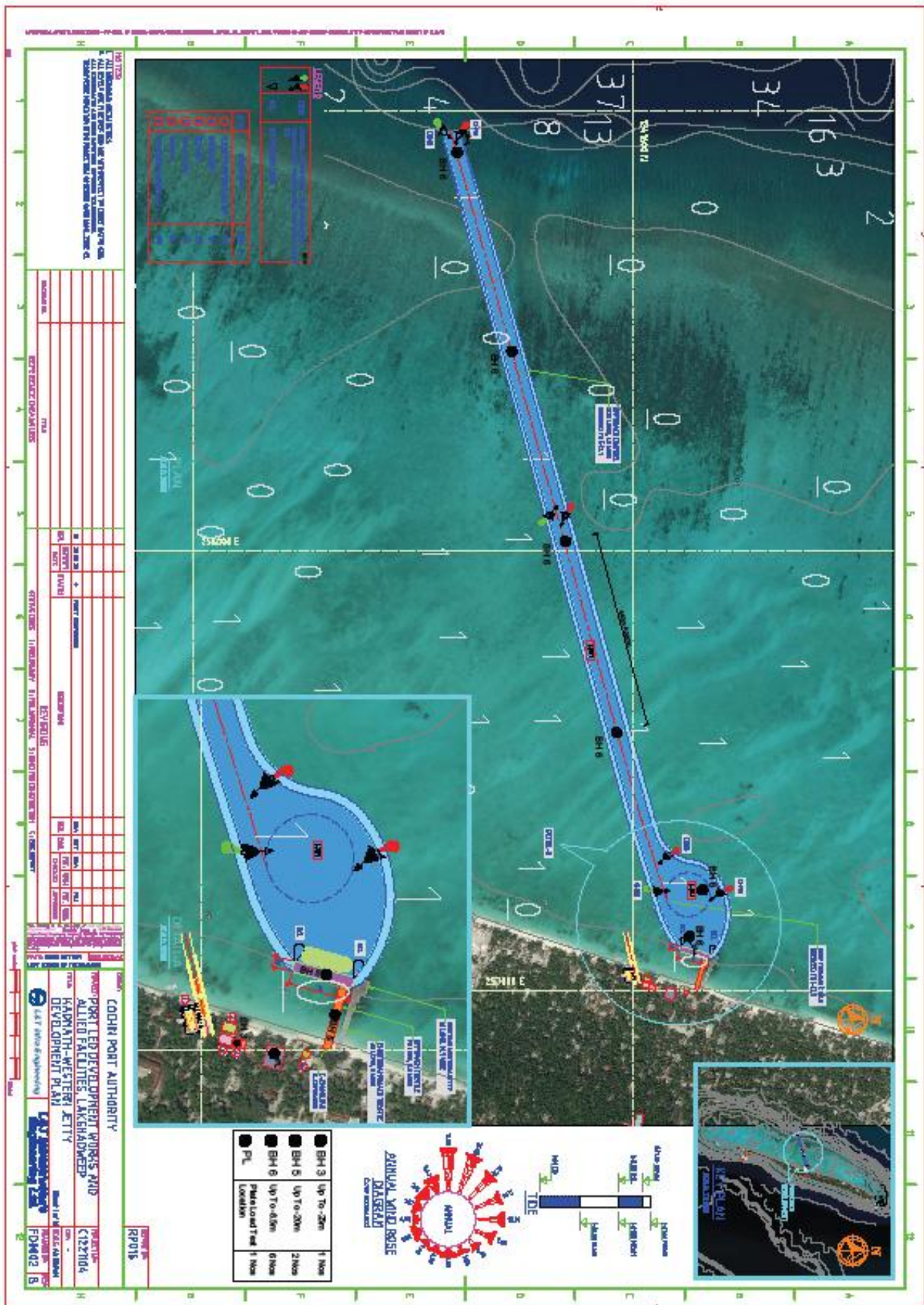
Sl. No.	Description of Drawing	Drawing No.	Page No.
1.	Androth – Development Plan	FD0801 – Rev F	92
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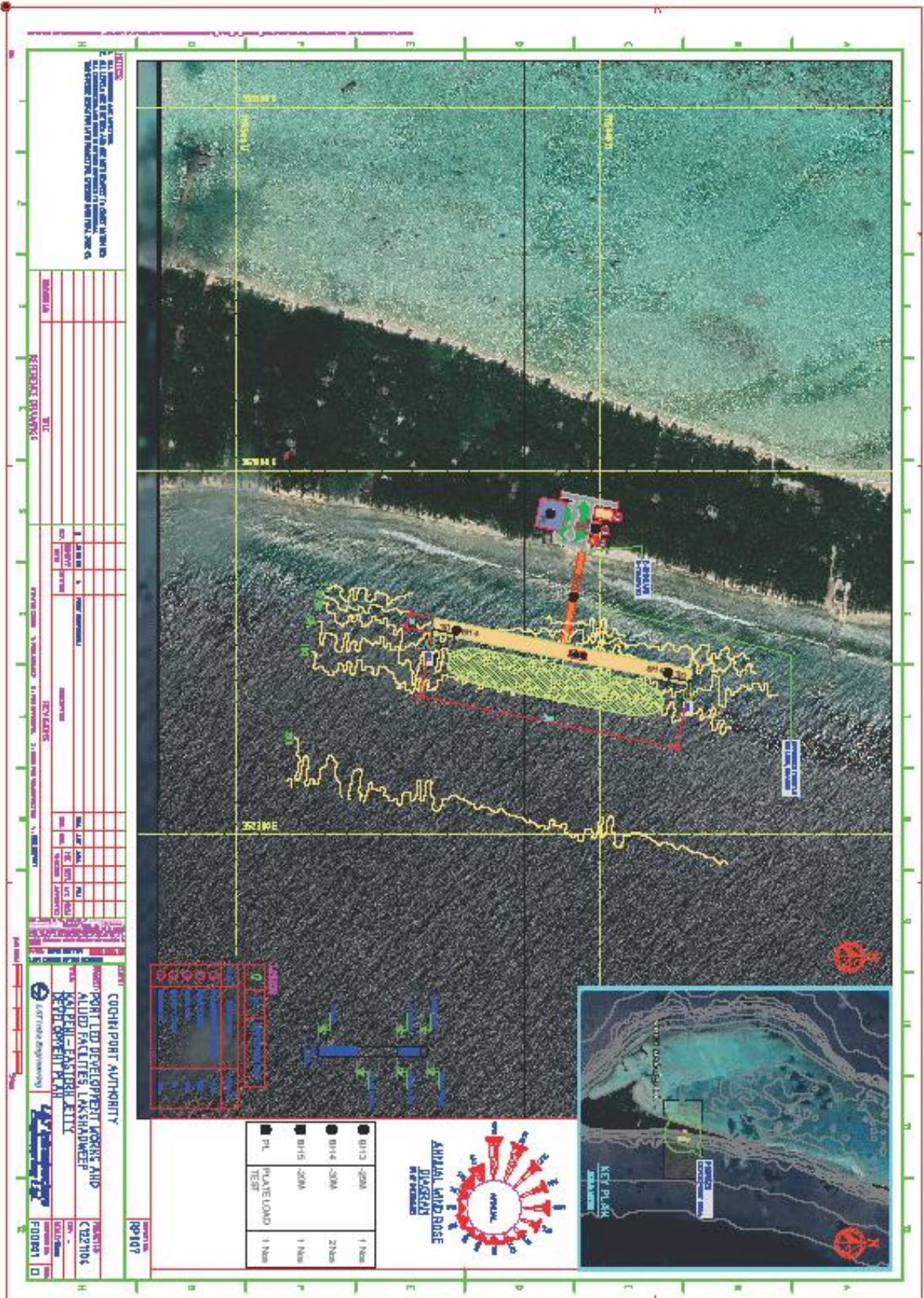
BOREHOLE LOCATIONS AT ANDROTH ISLAND



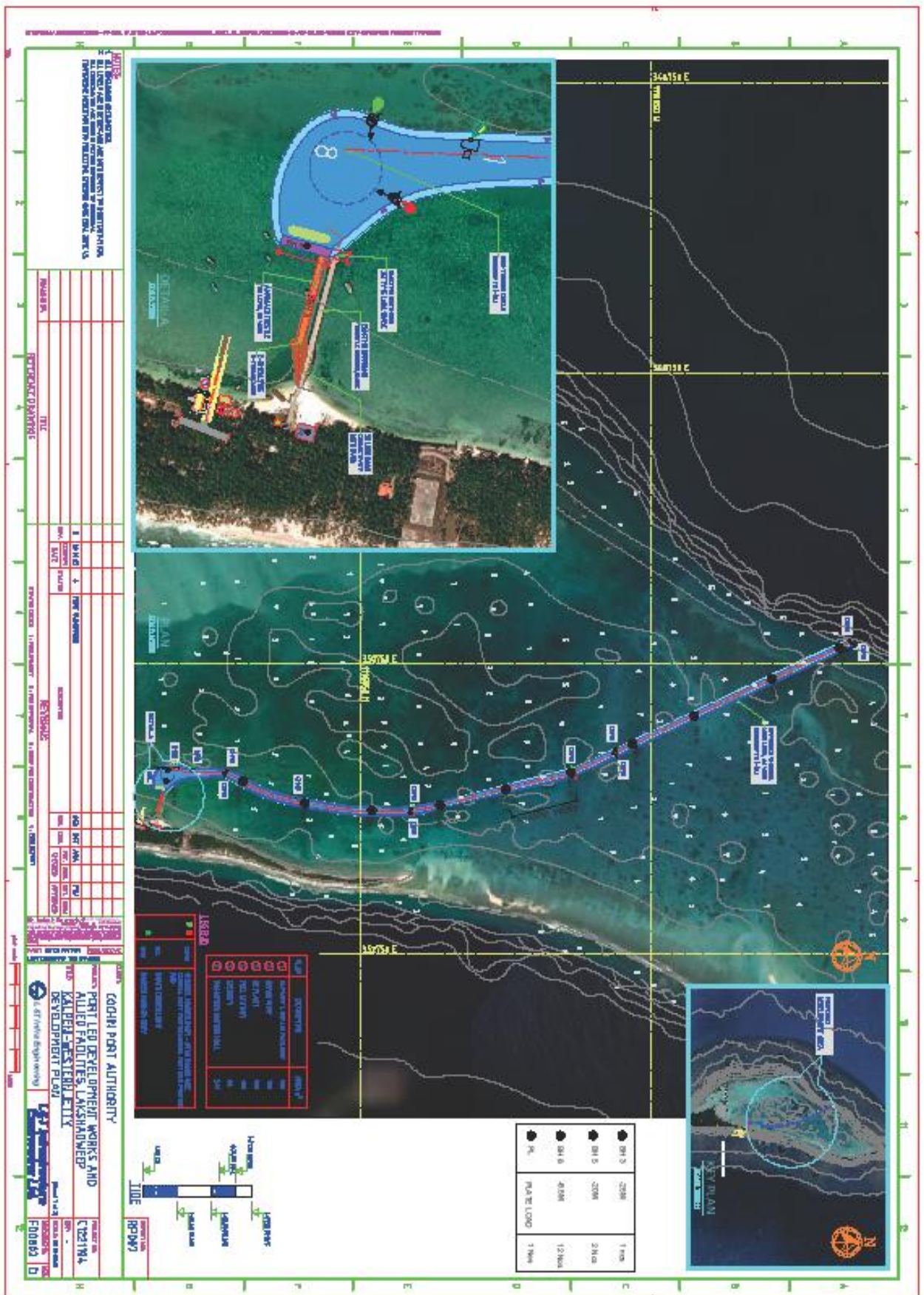
BOREHOLE LOCATIONS AT EASTERN SIDE OF KADMATH ISLAND



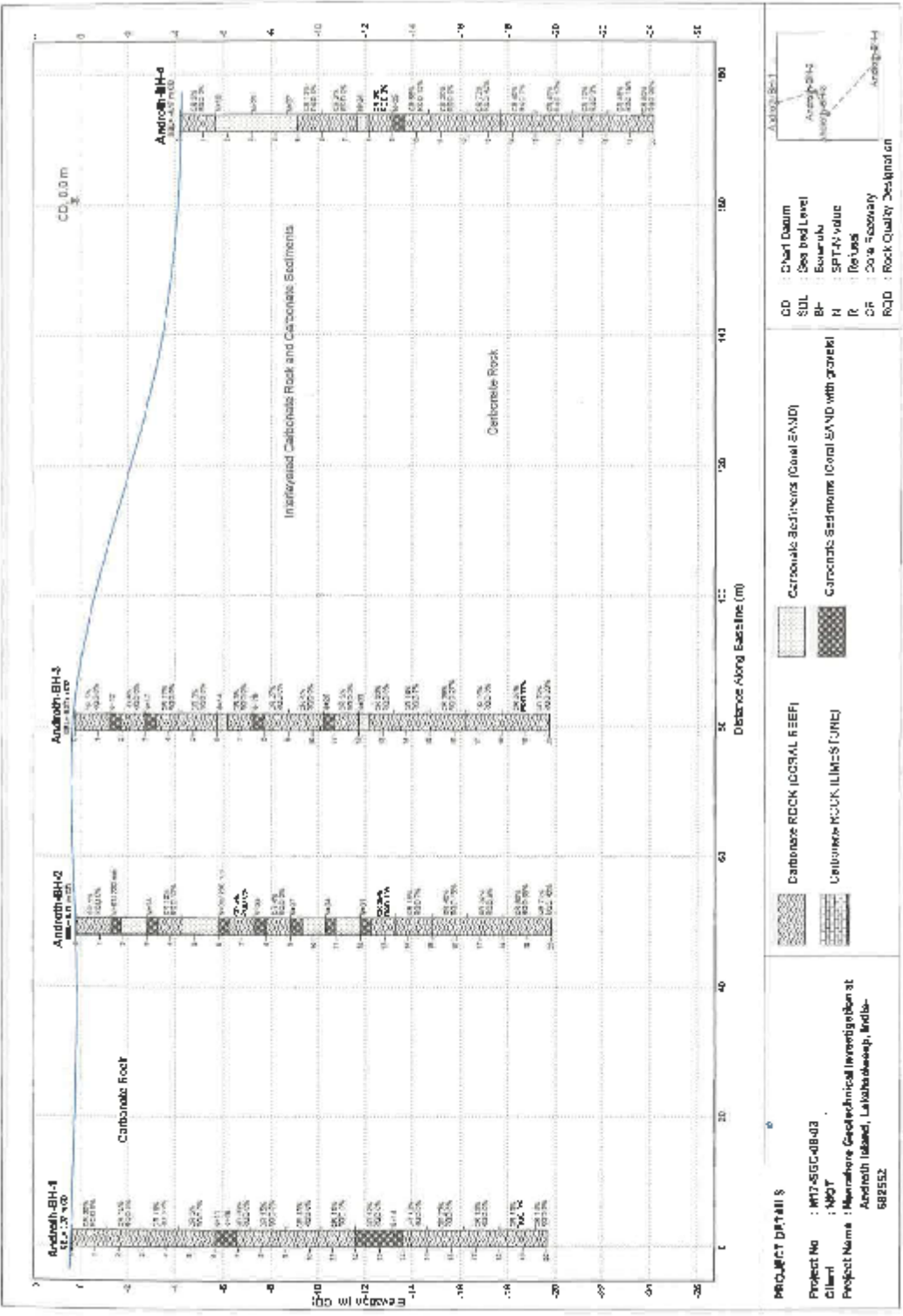
BOREHOLE LOCATIONS AT WESTERN SIDE OF KADMATH ISLAND



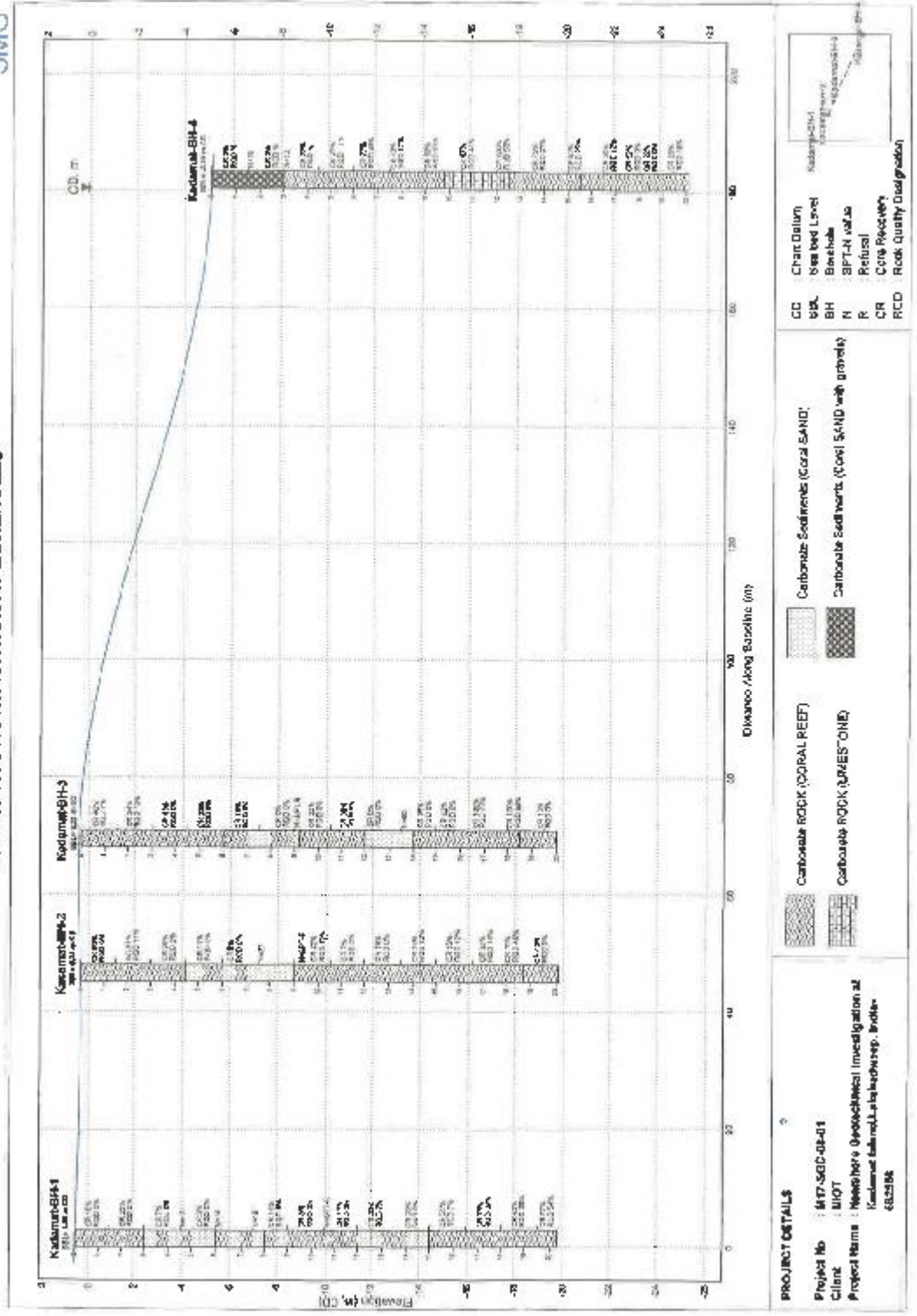
BOREHOLE LOCATIONS AT EASTERN SIDE OF KALPENI ISLAND



BOREHOLE LOCATIONS AT WESTERN SIDE OF KALPENI ISLAND



Borehole Details at Androth



Borehole Details at Kadmath

SOIL INVESTIGATION WORK FOR THE EXTENSION OF WESTERN JETTY															
	GEO FOUNDATIONS & STRUCTURES PVT. LTD	Soil-hole No	1BH-01	Boring Started	30/04/2017		TS-0387	LOCATION: KALPENI				REMARKS			
		Type of boring	Rotary	Boring Completed	06/05/2017			SAMPLER	B.C.W./15cm				Rock Core skewer/rotas		
		Termination Depth	9.50m	*Water Level:					15cm	15cm	15cm		SPT "N"	CR %	R.Q.P (%)
SOIL PROFILE	THICKNESS OF STRATA (m)	DESCRIPTION OF STRATA	IS CLASS ICARBO N	DEPTH FROM FACE OF REF. LVL. (m)	SAMPLES EST DEPTH (m)	15cm	15cm	15cm	SPT "N"	CR %	R.Q.P (%)	UCS Kg/CM ²	REMARKS		
	2.00	Silty sand with coral stones (white)	SM	1.00	1.50-1.95	1	2	5	11						
	0.40	Coarse Boulder		0.90	3.00-3.40	2	3	3	6						
	3.20	Sand with shell dust(white)	SF	4.50	4.50-4.95	1	0	1	1						
	1.40	Silty sand with coral stones(White)	SM	4.00	6.00-6.40	2	4	10	14						
	0.40	Coarse Boulder		7.40	7.00 to 7.40	DRILLING DONE USING DIAMOND BIT			NL	NL	-				
	1.40	Fine sand with pebbles		8.80	7.60 to 9.00	DRILLING DONE USING DIAMOND BIT			NL	NL	-				
	0.50	Coral Rock		9.20	9.00 to 9.50	DRILLING DONE USING DIAMOND BIT			NL	NL	-				

Termination Depth: 9.50m

Note: UDS - Undisturbed Sample

SPT "N"-Standard Penetration Test "N"

IS-17

Borehole Details at Kalpeni

SOIL INVESTIGATION WORK FOR THE EXTENSION OF WESTERN JETTY															
	GEO FOUNDATIONS & STRUCTURES PVT LTD		Soil Hole No.	PH-02	Soil tested	02/04/2017									
	Type of Boring		Termination Depth	1.20m	Soil Compacted	01/04/2017									
			* Hole Level:												
LOCATION - KALPENI															
SOIL PROFILE NO. STRATA	DEPTH (m)	DESCRIPTION OF STRATA	IS CLASSIFICATION	DATE	SAMPLES				SOUNDING			Soil Comp Characteristics			REMARKS
					DEPTH (m)	10cm	10cm	15cm	10cm	20cm	30cm	W (%)	U (%)	U ₂₀₀ (mm)	
1	0.00	Dry sand with coarse stones (M24)	SM	1.00	1.00-1.50	4	10	11	38						SPT BEARING
	7.30			7.30-8.40	0	0	1	1							
2	4.50	Mud with shell (M24)	SP	4.00	4.00-4.50	1	0	27	27						
	6.00			6.00-6.40	2	2	1	8							
3	8.00	Dry sand with coarse stones (M24)	SM	7.50	7.50-7.95	25	40	1	41						
	9.00			9.00-9.45	1	1	1	8							
	10.00	10.00	10	-	-	-	100								
Termination Depth : 10.0m															
Note: UD - Undisturbed Sample															
SPT 'N'-Standard Penetration test 'N'															

Borehole Details at Kalpeni

COCHIN PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Tender No: T9/T-2011/2024-C

Bid for Conducting Geotechnical Investigations for the proposed passenger jetties and associated landside facilities at Androth, Kadmath and Kalpeni islands in Lakshadweep

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SECTION – V

1. PREAMBLE TO BILL OF QUANTITIES

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SECTION – V

1. PREAMBLE TO BILL OF QUANTITIES

1. General Instructions

1.1. General

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

1.2. Rates and Prices

- 1.2.1. Rates set against items are to be the all inclusive value of the finished work shown in the Drawings and/or described in the Specification or which can reasonably be inferred there from and are to cover the cost of provision of plant, equipment, mobilization, labour, supervision, materials, test charges, freight, transportation, erection, installation, performance of work, care of works, insurance, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Services Tax (GST), but including every kind of temporary work executed or used in connection therewith (except those items in respect of which provision has been separately made in the Bills of Quantities) and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- 1.2.2. The Specifications are intended to cover the supply of material and the execution of all works necessary to complete the Work. Should there be any details of construction or material which have not been referred to in the Specifications or in the Bill of Quantities and Drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices entered in the Bill of Quantities. The rates are to cover the item as described in the Bill of Quantities and if there is inconsistency in the description between the Bill of Quantities, Specifications or Drawings, the interpretation will be done according to General Conditions of Contract.
- 1.2.3. The quantities given in the Bill are approximate and are given to provide a common basis for Bidding. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer / Engineer reserves the right to delete any item and / or increase / reduce quantities

indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of work ordered and carried out in the Contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item provided that the total contract value does not get altered by more than that indicated in the Conditions of Contract. No claim whatsoever for extra payment due to variation of quantities within the above said limit would be entertained.

- 1.2.4. The drawings for Bid purposes are indicative only of the Work to be carried out. However, the Bidder must allow within his rate for the items of Work included in the Bid Documents for the details which will appear on subsequent drawings developed for construction purposes. Rate shall include any additional design/ detailing to be carried out by Contractor.
- 1.2.5. The rates shall include (except where separate items are given) for the provision and operation of the following items, for compliance with the Condition of Contracts, Special Conditions, the Specifications and Bid Drawings:
 - i) Supervision and labour for the Works;
 - ii) All materials, installation/erection, handling and transportation;
 - iii) All Contractor's Equipment and Mobilisation & demobilisation;
 - iv) All testing, commissioning, insurance, maintenance, security, welfare facilities, overheads and profit and every incidental and contingent costs and charges whatsoever including;
 - v) All temporary fencing, watching, lighting, sanitary accommodation, general security arrangements, welfare facilities and first aid provision;
 - vi) Provision and maintenance of Contractor's Site offices, cabins, huts, maintenance and storage areas;
 - vii) All necessary temporary services including fresh water, compressed air lines, electrical cabling and switchgear, telephone, walkie-talkie and facsimile facilities
 - viii) The maintenance of all Contractor's services;
 - ix) All insurances for the Work;
 - x) Compliance with all environmental aspects as specified
 - xi) For carrying out hot work of any kind, the Contractor should consider safety of vessel in adjoining berths.
 - xii) Detail design of components of temporary works, wherever necessary as directed by Engineer-in-Charge.

1.3. Tidal Works and Weather Condition

- 1.3.1. The Contractor shall be deemed to have ascertained for himself the extent to which the Work has to be carried out in tidal conditions and his rates shall include for all cost and charge whatsoever arising out of such working.
- 1.3.2. It is the Bidders' responsibility to ascertain for himself the probable states of tides, their levels, times and durations. Any water levels stated in technical specifications and marked on the Drawings are intended to give an indication only of those likely to be encountered.
- 1.3.3. All rates are to be inclusive of Works at the levels required taking into account the underwater work, tides and weather conditions. They are to include for any stoppage of Work by the Engineer-in-Charge under conditions stated in the Specification.

1.4. Method of Measurement

Standard Method: The work included in the Bill of Quantities once completed will be presented to the Engineer's representative for checking quality and quantity of work and the Engineer's representative after satisfying himself issue a certificate to that effect. Unless stated or billed otherwise, quantities shall be measured in accordance

with BIS Code No.1200 for Civil Work. The rates shall include whatsoever allowance is considered to be necessary for wastage, working spaces, construction slopes, batters.

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

1.5. Currency

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

SIGNATURE OF BIDDER

SECTION – V

2. BILL OF QUANTITIES

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Attached in Schedule – II - Price Bid