



**COCHIN PORT TRUST,
COCHIN-682009, KERALA, INDIA**

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**TENDER DOCUMENT FOR
CLEANING AND MAINTAINING VARIOUS DRAINS AND
SIDE BERMS IN W/ISLAND FOR ONE YEAR
(RISK & COST TENDER)
TECHNICAL BID
(e-Tendering Mode)**

Website:www.tenderwizard.com/COPT

TENDER No. T6/T-1901/2019-C

**CHIEF ENGINEER'S OFFICE,
COCHIN PORT TRUST,
COCHIN-682009**

PRICE: Rs.788/-

COCHIN PORT TRUST
TENDER FOR “CLEANING AND MAINTAINING VARIOUS DRAINS AND SIDE
BERMS IN W/ISLAND FOR ONE YEAR.” (RISK & COST TENDER)

(Tender No.T6/T-1901/2019-C)

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SIGNATURE OF TENDERER

COCHIN PORT TRUST

CHIEF ENGINEER'S OFFICE,

COCHIN – 682009

No.T6/T-1901/2019-C

Dated:01.11.2019

1. TENDER NOTICE

- 1.1 Electronic tenders (e-tenders) in “**Two Cover System**” for “**Cleaning and Maintaining various Drains and side Berms in W/Island for 1 year**” (**Risk & Cost tender**) are invited by the Suptdg. Engineer(CM), Cochin Port Trust, Willingdon Island, Cochin- 9 and will be received **up to 14.30hrs. on 14/11/2019**. The tenders shall be submitted in accordance with the ‘Instruction to Tenderers’ and ‘General Description and Special Conditions of Contract’ etc. as detailed in the Tender Documents. The tenders will be opened by the Suptdg. Engineer(CM), Cochin Port Trust at this office on the same day at **15.00 hrs.**

Estimated cost : Rs.21,95,000/-

- 1.2 The Tender Document can be down loaded from the e-tendering portal www.tenderwizard.com/COPT from **10.00hrs. on 01/11/2019 to 14.30hrs on 14/11/2019** by making online requisition & submission of Demand Draft / Banker's Cheque for **Rs. 750/-+GST@5%(ie, Rs.788/-)** drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, being the cost of single copy of the Tender Document. **Scanned copy of the DD/ Banker's Cheque shall be attached with the e-tender.**
- 1.3 The Tender Documents are also available at Port's website www.cochinport.gov.in or Government of India (CPP) tender portal for reference.
- 1.4 The bidders need to obtain the one time User ID & password for log-in to e-Tendering Portal www.tenderwizard.com/COPT from the service provider M/s.KEONICS by paying registration amount of Rs.1124/- through online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”.
- 1.5 The tender shall be submitted by an individual or by a registered Partnership firm or by a Limited Company. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind the partner in all matters pertaining to the Contract including the arbitration clause, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the tender satisfactory evidence of the

authorization. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.
Joint Venture is not allowed in the tender.

- 1.6 **The tenders shall be submitted “on line” strictly in accordance with the Instructions to Tenderers and General Description and Special Conditions of Contract given in the Tender Document.** The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender form and EMD; proof of experience, financial details, etc. along with e-tenders.
- 1.7 Original DD / Bankers Cheque towards the cost of tender and EMD, shall be submitted in a sealed cover to the **Suptdg. Engineer (CM), Cochin Port Trust, W/Island, Cochin-682009, KERALA**, before opening date & time of the tender. **Tenders without submitting the original documents as above, shall be liable for rejection.**
- 1.8 The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. **For further details, please contact e-Tender Help Desk No. 080-40482000/ 9746118529/ 9605557738.**

1.9 EARNEST MONEY TO BE DEPOSITED

- 1.9.1 Each tender should be accompanied by an Earnest Money amounting to **Rs. 21,950/-**. The Earnest Money can be deposited through Demand Draft or Banker’s Cheque or Pay Order from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust. The original DD/Banker’s Cheque/ Pay Order shall be submitted to the Chief Engineer/ Dy.CE/SE, Cochin Port Trust, Cochin - 9, before opening time of the tender. Scanned copy of the DD/ Banker’s Cheque/ Pay Order shall be attached with the tender submitted “online”. The Earnest Money deposited will not carry any interest.

1.10 Tender Submission/Opening:

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

Description of activity	Schedule time	Venue
a)Last date & time for submission of tenders	14.30 hrs on 14/11/2019	CE’s office
b)Public opening of Tenders	15.00 hrs on 14/11/2019	Chief Engineer’s Office

- 1.10.2 Tender shall include Cover A- containing hard copy of **“EMD & Cost of Tender Form”**. All other technical details including Technical Bid & Price Bid shall be submitted only **online**.

- 1.10.3 The Officer opening the Cover A- containing the ***“EMD & COST OF TEDNER FORM”*** shall first open. Technical Bid of only those tenderers shall be opened, whose documents furnished in the Cover A, are found to be in order. Others will not be opened; Only a mention to this effect shall be made in the tender opening register.
- 1.10.4 **Technical Bid & Price Bid shall be submitted only ‘Online’. The name and address of the tenderer shall be necessarily entered in the space provided in ‘Price Bid’.**
- 1.11 The right of acceptance of tender will rest with Port Trust Board who does not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all of the tenders received without assigning any reason.
- 1.12 The Chief Engineer/ Dy. CE/ Suptdg. Engineer or his duly authorized assistant will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative. In the event of a tender being rejected, the Earnest Money paid with such unaccepted tender shall be refunded to the tenderer by the Financial Adviser and Chief Accounts Officer direct.
- 1.13 i) The tenderer should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 60 days for which request in writing/ telefax/e-mail by the Chief Engineer before the expiry of the original validity would be sufficient intimation. The receipt of the intimation of the Chief Engineer should be acknowledged.
- ii) Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the Earnest Money deposited by the tenderer shall be forfeited.
- 1.14 The tenderer shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.
- 1.15 The tenderer shall be deemed to have full knowledge of all documents, site, etc. whether he has inspected them or not. The submission of a tender by tenderer implies that he has read this notice and General Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender.
- 1.16** The contract is for one year.
- 1.17 Securities**
- 1.17.1 Security Deposit (SD) shall be 10% of the Contract value or value of the work done whichever is higher and it shall consist of the following two parts:

- a) **Performance Security** payable on award of the work.
- b) **Retention Money** to be recovered from Running Bills as detailed in Clause 48 of GCC.

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

- 1.17.2 **Performance Security:** The Performance Security shall be 5% of Contract Value or Cost of Work Done, whichever is higher. So, initially 5% of the Contract value shall be furnished as Performance Security..
- 1.17.3 The Performance Security shall be provided by the Contractor to the Employer not later than **14 days** from the date of receipt of work order and shall be furnished in one of the following forms:
 - i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank.
 - ii) An irrevocable Bank Guarantee(BG) enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India as per the prescribed proforma.
- 1.17.4 The BG furnished towards the Performance Security shall be valid for a period covering the contract period stipulated as per the terms of the contract.
- 1.17.5 Unless Performance Security is furnished within the period as specified above or such extension of that period as may be permitted by the Engineer in writing, the Earnest Money will be liable to forfeiture and the Contract to cancellation.
- 1.17.6 Performance Security will be released/refunded to the contractor not later than 14 days from the date of payment of final bill.
- 1.17.7 **Retention Money:** Retention Money @ 5% shall be retained from each payment due to the Contractor.
- 1.17.8 Retention Money shall be deducted at 5% of the gross amount of the bill from the first Running Account bill onwards till the recovered sum along with Performance Security amounts to 10% of the Contract value or the value of the work done whichever is higher at all times. Retention Money shall be refunded to the Contractor within 14 days from the date of payment of final bill.
- 1.17.9 The Performance Security retained till the end of payment of final bill shall be 5% of Contract Value or Cost of Work Done, whichever is higher.
- 1.17.10 If the Cost of Work done exceeds the Contract Value, the total amount retained as Security Deposit considering the Performance Security initially submitted

together with the Retention Money recovered from the running account bills, shall amount to 10% of the Cost of Work done.

1.17.11 In cases where cost of Work done exceeds the Contract Value, while releasing the Retention Money after payment of Final Bill, only 5% cost of Work Done is released, instead of the entire Retention Money recovered from the bills.

1.18 EMD shall be refunded to the Contractor on acceptance of Performance Security and entering into agreement.

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

1.20 Signing of Agreement:

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

- a) The Tender Notice, all the documents including additional conditions/specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to, and
- b) General Conditions of Contract-2016 (GCC), for the due and proper fulfillment of the Contract.

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

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

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

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

Minimum Qualification criteria required for considering tenders:

(i) Experience:

The tenderer should have successfully completed at least:

one similar work of value not less than Rs. 17.56 lakhs

OR

two similar works, each of value not less than Rs.10.98 lakhs

OR

three similar works, each of value not less than Rs.8.78 lakhs,

during the preceding seven years ending 31st January 2019.

Explanatory notes:

- (a) Similar work(s) means “Drain/ canal cleaning works”
- (b) The experience certificate of works executed in private sectors/organizations, shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- (c) Copy of completion certificates of each work issued by the owner/responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
- (d) The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or sub Contractor. The subContractor shall be an authorized and approved sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.
- (e) Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

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

(ii) **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2018 shall not be less than Rs.6.59 lakhs. In

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

- 1.24 Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
- 1.25 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 1.26 The tenderer shall specify the PAN No. allotted to him so that Chief Engineer/ Executive Engineer can ascertain his liability to the Income Tax Department.
- 1.27 The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- 1.28 Tender Documents can be seen at Chief Engineer's Office during working hours on all days except on Sundays, second and fourth Saturdays and Public Holidays.
- 1.29 ***This is a Riak & Cost tender, which is being taken up after terminating the present contract for the work.***
- 1.30 ***Sri.K.H.Latheef, Kallattil House, Panayappilly, Kochi-682002 or his associates are not allowed to participate in this tender.***

. 1.29 Taxes and Duties:

- 1.29.1 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.
- 1.29.2. GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Trust, which will be paid to the Contractor by the Board along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected. The following are also to be considered while claiming payment towards GST:
 - i. Invoice in specific format should be provided by the Contractor for every payment.
 - ii. GST Registration Number of Cochin Port Trust and the Contractor is to be clearly mentioned with all the bills.

- iii. Invoice should be attached along with the running bills.
 - iv. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.
- 1.29. Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Trust will result in the summary rejection of his /their tender.
- 1.30 Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the Contractor and the same will be deducted from Contractor's bills while making payment or when crediting amount to Contractor's account.
- 1.31 The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.
- 1.32 This Tender Notice shall form part of the Contract.

Chief Engineer

Cochin Port Trust

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

2. TENDER FOR WORKS

To

**The Board of Trustees,
Cochin Port Trust**

Through

**The Chief Engineer
Cochin Port Trust, Cochin -9**

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

MEMORANDUM

- a) General description of work : **Cleaning and Maintaining various Drains and side Berms in W/Island for 1 year. (Risk & Cost tender)**
- b) Estimated cost : **Rs. 21,95,000/-**
- c) Earnest Money : **Rs. 21,950/-**
- d) Security Deposit : 10% of the value of the Contract awarded or 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. Also refer Clause 1.16 in the Tender Notice.
- f) **Time allowed for commencement of work from the date of receipt of work order** : **7 days**
- g) **Time allowed for the work from the date of commencement of work** : **One Year.**
- h) **Schedule, specifications, conditions, drawings etc.** : As per “**Contents**” sheet attached.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of Contract annexed here to so far as applicable or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions and to execute an agreement with the Board in the prescribed form or in default thereof to forfeit the Earnest Money deposited by me/us. The sum of Rs..... has been deposited with Financial Adviser and Chief Accounts Officer of the Port Trust as Earnest Money: (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should I/We fail to commence the work specified in the Contract Data or should I/We not deposit the full amount of Performance Security specified in the Contract Data in accordance with clause 52 of the said conditions of Contract otherwise the said sum of Rs. shall be retained by the Board as on account of such security deposit as aforesaid; or (b) the full value of which shall be retained by the Board on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Contract Data and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 40.3 of the Conditions of Contract.

Dated the day of 2019

Signature of the Tenderer

Address :

Witness :

Address :

Occupation : ACCEPTANCE

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

Dated theday of2019.

Dated.....

**Chief Engineer
Cochin Port Trust**

3. CONTRACT DATA

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

Sl. No.	Description	Reference Cl. No. of GCC												
1	<i>The following documents are also part of the Contract</i>	N/A												
	The Schedule of other Contractors ----- i)	(8.2)												
	<div>The Schedule of Key personnel</div> <table><thead><tr><th>Qualification of Staff</th><th>No.</th><th>Min. Experience (Years)</th><th>Rate of recovery in case of non-compliance</th></tr></thead><tbody><tr><td>Graduate Engineer</td><td>1</td><td>2</td><td>Rs.15,000/- p.m</td></tr><tr><td>or Diploma Engineer</td><td>1</td><td>5</td><td>Rs.15,000/- p.m</td></tr></tbody></table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance	Graduate Engineer	1	2	Rs.15,000/- p.m	or Diploma Engineer	1	5	Rs.15,000/- p.m	(9)
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance											
Graduate Engineer	1	2	Rs.15,000/- p.m											
or Diploma Engineer	1	5	Rs.15,000/- p.m											
2	The Employer is	(1)												
	The Board of Trustees, Cochin Port Trust, Cochin -9													
	Name of Authorized Representative:													
	Name: Dr. M. Beena, Chairperson, Cochin Port Trust, Cochin -9.													
3	The Engineer is:													
	Name : Shri. G. Vaidyanathan, Chief Engineer, Cochin Port Trust, Cochin-9.													
	The Nominee/ Engineer-in-Charge is:													
	Name : Smt. C.S. Rekha, Exe. Engineer(CM-I)													
4	Name of Contract: Cleaning and Maintaining various Drains and side Berms in W/Island for 1 year. (Risk & Cost tender) Tender No : T6/T-1901/2019-C	(1)												
5	10 copies of Contract Agreement shall be furnished by the Contractor	[7.1]												

Sl. No.	Description	Reference Cl. No. of GCC						
6	Tender Document and other data are available at : Chief Engineer’s Office, Cochin Port Trust, W/Island, Cochin – 682009, KERALA.	(7.2)						
7	The Intended Completion Date for the whole of the Work is 1 year with the following milestones:	(17.28)						
8	Milestone dates: <table><tr><td>Physical works to be completed</td><td>Period from the date of receipt of LoA to proceed with the work</td></tr><tr><td>1 year</td><td>7 days</td></tr><tr><td></td><td></td></tr></table>	Physical works to be completed	Period from the date of receipt of LoA to proceed with the work	1 year	7 days			
Physical works to be completed	Period from the date of receipt of LoA to proceed with the work							
1 year	7 days							
9	The following shall form part of the Contract Document: (1) Letter of Acceptance (2) Contractor’s Bid (3) Contract Data (4) General Conditions of Conditions of Contract (GCC) (5) Instructions to Tenderers (6) General Description and Special Conditions of Contract (7) Detailed Specifications for Cleaning & Maintaining Various Drainage & Road Berms. (8) Drawings (if any) (9) Schedule of quantities and (10) Any other documents listed in the Contract Data as forming part of the Contract. (11) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent	(2.3)						
10	The Contractor shall submit a Program for the Works within 7 (Seven) days of date of the Letter of Acceptance.	(27)						
11	The site possession date: The site will be handed over within 7 (Seven) days after receipt of LoA and the site is free from encumbrances.	(21)						
12	The Start Date shall be within 7 (Seven) days from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.	(1)						

Sl. No.	Description	Reference Cl. No. of GCC
13	The site is located at W/ Island	
14	The Defects Liability Period is Nil	(35) N/A
15	The minimum insurance cover for physical property, injury and death is Rs.lakhs (Rupeeslakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13) N/A
16	The following events shall also be Compensation Events: -----	(44) N/A
17	The period between Programme updates shall be 30 days	(27)
18	The amount to be with held for late submission of an updated Programme shall be Rs..... (Rupees.....)	(27) N/A
19	The language of the Contract documents is English.	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is Indian Rupees.	(46)
22	The proportion of payments retained (Retention Money) shall be 5% from each bill subject to a maximum of 5% of the Contract price or value of the work done whichever is higher.	(48)
23	The maximum amount of Liquidated Damages for the whole of the works is 10% of the Contract Price.	[49]
24	The amounts of the advance payments : The advance payments as applicable to the Contract are: -----	[51] N/A
25	Repayment of advance payment for mobilization : -----	[51] N/A
26	Repayment of advance payment for Construction and Equipment: -----	[51] N/A
27	Repayment of Secured Advance: -----	N/A
28	The date by which “As Built Drawings” are required is within -- days of issue of certificate of completion of whole or section of the work, as the case may be.	(58) N/A
29	The amount to be withheld for failing to supply “As Built Drawings” and/or operating and maintenance manuals by the date required is Rs..... (Rupees -----)	(58) N/A
30	Schedule of Rates Applicable: CPWD DSR 2014 + 44.76% Cost Index	

4. INSTRUCTIONS TO TENDERERS

- 4.1 Electronic Tenders (e-tenders) on percentage basis under “Two Cover system” are invited for **“Cleaning and Maintaining various Drains and side berms in W/Island for one year” (Risk & Cost tender).**
- 4.2 The tenderer(s) shall quote for the works on percentage basis. The contract is for the work to be carried out in all areas under jurisdiction of 1)Central Zone, 2)Mattancherry Wharf/ Ernakulam Wharf sub division including old Port Works area and 3)North End area. The estimated cost of the work to be carried out under Parts A (Open Drains), B (Covered Drains), & C (Peripheral Drain) is Rs.21,95,000/- for One year. The departmental rate for cleaning and maintaining various drains and side berms including disposal of silt/ debris/ grass/ rubbish to the dumping ground are given in Schedule-A.
- 4.3 The tenderer shall submit the tender Cover-A(Hard copy of EMD & Cost of Tender Form). All the technical bid documents and Price Bid shall be submitted **“online”**
- 4.4 The Tender Document will be available as three separate files in the e-tendering Portal:
- i. A. Technical Bid Documents (as per Sl. No 1 to 7 of the Contents sheet)
 - ii. B. Price Bid: Schedule of quantities of Work- Schedule-A and
 - iii. C. General Conditions of Contract-2016
- 4.5 The tenderer shall upload the documents indicated in 4.4 (i) & (iii) above and also the Schedule of Quantities(Percentage) as per Cl.4.4(ii), duly filled in, **“online”**.

4.6 SUBMISSION OF TENDERS

- 4.6.1 The Cover A shall contain - hard copy of EMD as described in Clause 1.9.1 of Tender Notice & Cost of Tender form as mentioned in Clause 1.2 of Tender Notice shall be submitted before **15.00 Hrs on 14/11/2019.**

4.6.2 Technical Bid (Online mode)

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

- a) A covering letter from the tenderer enlisting the enclosures/ attachments.
- b) Original Tender Document (Technical Bid) except Schedule of Quantities.
- c) Copy of the documents in proof of fulfillment of the Minimum Qualification Criteria.
- d) Copy of PAN Card, ESI/EPF & GST Registration documents.

- e) Copy of Authorisation documents of Signatory of the bid in case of Registered Partnership firm / Limited company
- f) Partnership deed or Memorandum and Article of Association of the company and registration certificate of the company as the case may be.
- g) Any other relevant document.

4.6.2.3 Scanned copies of all documents as per Clause 4.6.2, EMD and Cost of Tender Form shall be submitted as “Technical Bid”.

4.6.2.4 Departmental Tender Document (except Schedule of Quantities), along with scanned copies of Cost of Tender form, EMD and other documents as per Clause 4.5.2 shall be submitted ‘online’ before 14.30 hrs of opening date of the Tender. **In no case shall filled in Price Bid - Schedule of Quantities be submitted in hard copy, as it shall result in rejection of the tender.**

4.6.3 Price Bid:

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

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

4.6.3.3 The tenderer should quote the percentage in figures with above/below the departmental rates in the last page of Schedule- A, where space provided.

4.7 PRE-QUALIFICATION CRITERIA

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

(iii) Experience:

The tenderer should have successfully completed at least:

one similar work of value not less than Rs. 17.56 lakhs

OR

two similar works, each of value not less than Rs.10.98 lakhs

OR

three similar works, each of value not less than Rs.8.78 lakhs,

during the preceding seven years ending 31st January 2019.

Explanatory notes:

(a) Similar work(s) means “Drain /canal cleaning works.

- (b) The experience certificate of works executed in private sectors/organizations, shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- (c) Copy of completion certificates of each work issued by the owner/responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
- (d) The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or Sub Contractor. The sub Contractor shall be an authorized and approved Sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.
- (e) Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

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

(iv) **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2018 shall not be less than Rs.6.59 Lakhs. In proof of this, Audited Annual Accounts Statements or IT returns duly acknowledged by the IT department for the last three years shall be produced by the tenderer.

4.8. OPENING AND EVALUATION OF TENDERS

- 4.8.1 Cover 'A' containing the **EMD and cost of tender form** shall be opened at **15.00 hrs. on 14/11/2019**, the last date fixed for receiving the bid, in the SE's

chamber in the presence of the tenderers or their representatives as may be present. Scanned copy of EMD & Cost of Tender form submitted online also opened at 15.00 Hrs on **14/11/2019**. Technical Bid documents of only those tenderers shall be opened whose documents furnished in Cover A is found in order.

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

4.9 GENERAL INSTRUCTIONS TO TENDERERS

- 4.9.1 The submission of a tender by tenderer implies that he has read whole Tender Documents including the General Conditions of Contract -2016.
- 4.9.2 The tenderer is expected to examine the Tender Documents including all conditions, specifications, forms etc. and also conditions in the G.C.C. Failure to furnish the information required in the Tender Document / G.C.C or submission of a tender not conforming to the requirements in every respect, is likely to result in the rejection of the tender.
- 4.9.3 The tenderers shall inspect the site of work with prior appointment with the Engineer's Nominee for the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to availability of labour, working conditions etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer.
- 4.9.6 All costs, charges, and expenses that may be incurred for the submission of the tender shall be borne by the tenderer and the Board accepts no liability whatsoever thereof. Tenderer shall rely on his own judgement, skill and expertise in all matters connected with the tender and submission thereof.
- 4.9.7 The tenderer shall make their own arrangements for obtaining all licenses, permits etc, if any that may be required in connection with the work. Obtaining necessary licence and permits shall be the responsibility of the Contractor. Contractor will not be entitled to any claim on the Board on the ground that the Board did not afford the recommendatory assistance.

- 4.9.8 The rates for each items shall be all inclusive value of the finished work as per specifications, covering all labour charges,plants, equipment etc., transportation cost and all duties, taxes and other levies but excluding Service Tax as applicable at the time of tendering and shall be multiples of ten paise.
- 4.9.9 The tenderer shall quote for the work on percentage basis. The departmental rate for each item of work is given in the Schedule of Quantities. The tenderer shall fill the percentage above or below the Departmental rate, in the column provided for the purpose in the Schedule..
- 4.9.10 In case of discrepancy between the specifications and the drawings, the following order of preference shall be observed for execution of works.
- a) Drawings.
 - b) Conditions and specification of tender.
 - c) B.I.S. Specifications / MORT & H's specifications.
 - d) Sound Engineering Practice.
- 4.9.11 If there are varying or conflicting provisions made in any document forming part of the Contract, the Chief Engineer, Cochin Port Trust, Cochin-682009 shall be the deciding authority with regard to the intention of the document which will be binding on the tenderer / Contractor.
- 4.9.12 Any error in description, any omissions there from shall not vitiate the Contract or release the Contractors from the execution of whole or any part of the works comprised therein according to the specifications or from any of his obligations under the Contract.
- 4.9.13 The Chief Engineer, Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Tender Documents at any time prior to the due date of submission of the tender. Such revisions or amendments or extensions if any, shall be communicated to all the bidders who have downloaded the Tender Documents, in the form of an addendum by telefax /e-mail / writing. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of tender.
- 4.9.14 All payments due to the Contractor under this Contract will be made in Indian Rupees only.
- 4.9.15 Tenders received after the date specified for submission shall not be opened.
- 4.9.16 The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to the Chief Engineer, Cochin Port Trust directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.

SIGNATURE OF TENDERER.

5.GENERAL DESCRIPTION AND SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

- 1.1 The scope of work under the tender covers cleaning and maintaining various drains and side berms coming under the jurisdiction of following sub divisions.
 - a. Central Zone
 - b. Mattancherry Wharf (including old Port Works sub division)
 - c. North End
 - d. Ernakulam Wharf
- 1.2 The work includes maintaining the drains and its side berms in neat & tidy condition throughout the contract period, always by removing silt from bottom of drain and growth of vegetation from both sides of drains and removing accumulated earth and overgrowth of vegetation in the side berms, for a period of one year.
- 1.3 **The entire work shall be completed in a diligent manner so as to ensure;**
 - (i) free flow of water through the drains during the entire period of contract; and**
 - (ii) maintenance of its sides and side berms of roads in a neat & tidy condition always, by removing growth of vegetation, accumulated earth, debris etc, to the satisfaction of the Engineer-in-Charge.**

2. CONTRACTOR'S RESPONSIBILITY

- 2.1. The contractor shall thoroughly study the specifications and errors/ omissions/ modifications if any shall be brought to the notice of the Engineer-in-Charge well in advance so that a final decision in the matter could be given in time.
- 2.2. All plants and equipments and consumables required for the whole work shall be provided by the contractor at his own cost.
- 2.3. All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour will be contractor's responsibility. Insurance as per Indian Workmen's Compensation Act for the contractor's workmen and Public Liability Policy shall be provided by the Contractor at his own cost.
- 2.4. The term Engineer-in-Charge used in the tender document means Executive Engineer (CM-I) or his representative.
- 2.5. The work shall be arranged by the contractor without causing any damage to the existing structures in the area or otherwise by the contractors operations. Any damage or accident caused by the contractor's operation shall be compensated / made good at contractor's risk & cost to the satisfaction of the Engineer's Nominee of the works, failing which department will do the

rectification work and the cost incurred will be recovered from his bill or from security deposit.

- 2.6. The contractor shall not deposit any material in the area, which may cause inconvenience to traffic through the roads and functioning of office.
- 2.7. The security rules & regulations shall be observed by the contractor.
- 2.8. The tenderer may inspect the site of work, contact AEE/AEs of respective sub divisions and 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 the tenderer would have visited the site and assessed difficulties & constraints involved prior to the submission of the tender.
- 2.9. The work shall be arranged by the Contractor without causing any damage to Port structures. Any damage or accident caused by the Contractor's operation shall be compensated / made good at Contractor's risk and cost to the satisfaction of the Engineer's Nominee of the works, failing which department will do the rectification work and the cost incurred will be recovered from his bill or from security deposit.
- 2.10. The Contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer's Nominee of the work and any construction so put up shall be removed by the Contractor whenever the Engineer's Nominee calls upon the Contractor to do so.
- 2.11. The Contractor shall take all care and precautionary measures for avoiding any kind of damage/accidents in the work site due to any of his reasons. The Contractor shall indemnify the Port against any compensation whatsoever payable to the workmen for accident or loss arising out of and in the course of their employment under this Contract.
- 2.12. The Contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and shall be made good or compensated at his own cost.
- 2.13. The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Public Liability Policy, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.
- 2.14. **The Contractor shall be registered under EPF and ESI act and the employees employed under them shall be covered in the EPF and ESI Scheme, if required as per applicable rules. The Contractors shall**

regularly remit, the Employer & Employee contribution to the authorities in such cases. If not, the Dept. would be required to remit the same and the amount so remitted shall be deducted from the part/ final bill of Contractors.

- 2.15. The period of work shall be one year from the date of commencement of the work.
- 2.16. A register for each area shall be maintained and it shall be got signed by the JE/ Supervisor after completing each stage of work. The same shall be submitted to AE/ AEE concerned weekly for his signature. Inspection will also be done by the Engineer-in-Charge.
- 2.17. The Contractor shall provide, at every work place, at which 20 or more women workers are ordinarily employed, crèches of reasonable size and with adequate facility for the use of their children under the age of six years at his risk and cost.
- 2.18. The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 2.19. The contractor shall take all precautions for not to damage any cables, pipelines etc. passing through the area of work.

3. **WORKING TIME**

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

4. **RATES FOR VARIOUS ITEMS**

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

5. **ALTERATIONS / ADDITIONS / OMISSIONS**

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

6. **MEASUREMENT**

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

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

Measurements of Work Done:

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

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

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

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

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

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

The Contractor shall give not less than seven days' notice to the Engineer's Nominee or his authorised representative in charge of the work before covering

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

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

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

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

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

Clause 80-Taxes and Duties / Income Tax: The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment. The Contractor shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

SIGNATURE OF TENDERER

6.DETAILED SPECIFICATIONS FOR CLEANING AND MAINTAINING VARIOUS DRAINS AND SIDE BERMS IN W/ ISLAND FOR 3 MONTHS.

GENERAL

1. The work consists of cleaning and maintaining the open/ closed/ peripheral drain by cutting/ removing the weeds, grass etc. from the sides, removing the silt from the bottom and clearing the side berms by stripping, from the road edge up to drain edge on both sides including removal of accumulated earth lying on both sides of tarred surface for a minimum width of 1.50m, disposal of silt & debris/grass/ rubbish to the dumping ground within a lead of 6 Km, for One Year as per the programme detailed below.
2. The work of cleaning and maintaining the drains by removing the silt from the bottom, the weeds/ grass from the sides and clearing the side berms by stripping including disposal of silt/ rubbish/ grass/ debris to the dumping ground should be started from the date of commencement of contract and should be completed within a month thereafter. The Contractor should continuously observe and remove the blockage in the drains including hume pipe culverts daily by engaging required labour as directed by the Engineer-in-Charge during the entire period of contract so as to ensure free flow to the back waters.
3. Covered drains shall be cleared by removing existing precast RCC cover slabs of various sizes across the drain at various locations including stacking the slabs on the side berms/ convenient places without making any hindrance to traffic, transporting and properly relaying the same in the original position after cleaning the drains. The Contractor shall observe and remove the blockage in the covered drains during the entire period of contract.
4. The silt shall be removed as and when required for ensuring free flow of water.
5. **The removed silt from drains shall not be deposited in the sides of drain. The same shall be collected in trolleys and transported to the place pointed out by the Engineer-in-Charge and finally to the dumping ground. Weeds and grass and other vegetation in the drain and side berms shall be removed at intervals so that the drains & side berms are in a neat & tidy condition with no overgrowth at all times.**
6. Final cleaning of the drains free of silt & vegetation, and clearing of side berms without overgrowth of vegetation and soil accumulation, shall be done as directed by the Engineer-in-Charge before handing over the drain to the concerned sub divisional officer on expiry of contract period.

7. PAYMENT SCHEDULE

- 7.1. 1st Interim payment of 25% will be made on satisfactory performance after 3 months from the date of commencement.
- 7.2. 2nd Interim payment of 25% will be made on satisfactory performance after 6 months from the date of commencement.
- 7.3. 3rd Interim payment of 25% will be made on satisfactory performance after 9 months from the date of commencement.
- 7.4. Final payment of 25% will be made on satisfactory completion and handing over the drains on the expiry of the contract period.

8. COMPENSATION FOR NON FULFILLMENT

No interim payment will be made for the drains/ side berms, the work of which are not completed satisfactorily for the concerned period and there will be penal recovery equal to quantum of interim payment specified in the Payment Schedule above for the particular drain/ side berms, for the concerned period from the respective part bill.

SIGNATURE OF TENDERER

