



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

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**TENDER DOCUMENT FOR CLEANING AND MAINTAINING VARIOUS
DRAINS AND SIDE BERMS IN W/ ISLAND FOR THE YEAR 2024-25**

TECHNICAL BID (e-Tendering Mode)

**Website:www.tenderwizard.com/CPT
CHIEF ENGINEER'S OFFICE
COCHIN PORT AUTHORITY
COCHIN-682009**

TENDER No.T6/T-2014/2024-C

Rs.1,180/- (Rs.1000/-+18% GST)

COCHIN PORT AUTHORITY

**TENDER FOR 'CLEANING AND MAINTAINING VARIOUS DRAINS AND SIDE
BERMS IN W/ ISLAND FOR THE YEAR 2024-25
(Tender No.T6/T-2014/2024-C)**

CONTENTS

Sl No:	Items	Page Nos.
1	Tender Notice	2-9
2	Tender for Works	10-11
3	Contract Data	12-15
4	Instructions to Tenderers	16-19
5	General Description and Special Conditions of Contract	20-26
6	Detailed Specifications for drain cleaning work	27-28
7	Location Sketch of Peripheral Drain	29
8	Annexure-I	30
9	Annexure-II	31
10	Annexure-III	32
11	General Conditions of Contract-2016. (Attached Separately)	

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY



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

Tender No. T6/T-2014/2024-C

Date : 08 /07/2024

NOTICE INVITING TENDER

Electronic Tenders (**e-tenders**) on percentage basis are invited by Cochin Port Authority from reputed contractors in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], meeting the Minimum Eligibility Criteria specified below for the work of **“Cleaning and maintaining various drains and side berms in W/ Island for the year 2024-25”**.

1. **Minimum Eligibility Criteria:**

a) **Experience**

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31st May, 2024**, at least either:

- i) Three Similar Works each costing not less than **Rs.12.55 lakhs**
(OR)
- ii) Two Similar Works each costing not less than **Rs.15.69 lakhs**
(OR)
- iii) One Similar Work costing not less than **Rs.25.11 lakhs**

b) **Financial Turnover**

Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2023 [2020-'21, 2021-'22 & 2022-'23] shall not be less than **Rs.9.42 lakhs**.

Explanatory Notes to a) & b) :

- i. Similar work(s) means **“Drain Cleaning Work/ Canal Cleaning Work/ Labour Oriented cleaning works”**. The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- ii. Copy of completion certificates of each work issued by the employer/owner/ responsible officer of the employer/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.

- iii. 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.
- iv. 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.

Table 1

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

- v. **Financial Turnover:**
In proof of Financial Turnover Audited Annual Accounts Statements (Balance Sheet & Profit & Loss Account Statement) & Turnover Certificate signed by the Chartered Accountant or IT returns duly acknowledged by the Income Tax department along with Computation Statement signed by the Chartered Accountant, for the last three years ending on 31st March 2023 shall be produced by the tenderer.

2. Other Eligibility Considerations

2.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, disqualifications/black listing/ debarring by Govt. departments etc.

2.2 **The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tender, if applicable, as per EPF /ESI Acts. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an Undertaking as per Annexure I to the effect shall be furnished.**

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

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

Table 2

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	08-07-2024
2	Download period of Bid Documents	08-07-2024 to 29-07-2024
3	Date of Pre-Bid meeting	Not Applicable
4	Last date for seeking clarification	22-07-2024
5	Last date and time of submission of Bid	29-07-2024 up to 14.30 hrs
6	Date and time of opening the Bid	29-07-2024 after 15.00 hrs

ii) Bid information :**Table 3**

i)	Estimated Amount put to Tender	Rs.31,38612/-
ii)	Earnest Money Deposit	Rs.62,772/- furnished through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA from any Nationalised Bank/ Scheduled Bank in India or through RTGS/NEFT mode.
iii)	Cost of Bid document	Rs.1,180/- (Rs.1000/- + 18% GST) (Non refundable) furnished either through Demand Draft/ Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPA from any Nationalized Bank/ Scheduled Bank in India, or through RTGS/NEFT mode. being the cost of single copy of the tender document
iv)	Validity period of Tender	120 days from the Last Date of Submission of Bid.
v)	Time for Completion	1 Year from the date of commencement of work

4. This work essentially comprises of the following:
- i. Cleaning and maintaining Open drains for the free flow of rain water & keeping the side berm of the drains without vegetation for one year.
 - ii. Cleaning and maintaining Covered drains for the free flow of rain water & keeping the side berm of the drains without vegetation for one year.
 - iii. Cleaning and maintaining Naval peripheral drain for the free flow of rain water & keeping the side berm of the drains without vegetation for one year.
 - iv. Cleaning and maintaining various manholes connected with the drains.
5. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/CPT on the dates specified in Table 2 given above by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Govt. tender website, www.eprocure.gov.in, which can be downloaded for submission. The cost of bid

document and EMD shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPA or through RTGS/NEFT mode. The bidder shall submit the Originals of (i) DD / Bankers Cheque towards the cost of tender document and EMD and (ii) Power of Attorney in favour of signatory(s) to the tender if applicable, with letter of submission in a sealed cover to the **Superintending Engineer-I, Cochin Port Authority, W/Island, Cochin-682009, Kerala**, within 3 (Three) working days from the date of opening of the bid. **Non submission of original financial document towards cost of tender document and EMD within 3 (Three) working days from the date of opening of the bid, will make the tender liable for rejection, and such tenders would not be evaluated further.**

6. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider **KEONICS** by paying registration amount of **Rs.1124/-** by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
7. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No.080-40482000 / 9746118529 / 9605557738.
8. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document.
9. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the bidders etc., if any, issued by the Employer, from the website before submission of the bid. **Any shortfall in uploading the said Addenda/ Amendments/ Errata/ Replies to the queries of Tenderer etc. duly signed along with the downloaded documents while uploading the Tender will render the Tender incomplete and incomplete Tender Documents may be rejected.**
10. All Bids are to be submitted **online only** on the website www.tenderwizard.com/ COPT. No Bids shall be accepted off-line (Hard copy).
11. **EARNEST MONEY TO BE DEPOSITED**
 - 11.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.62,772/-**.
 - 11.2 The Earnest Money can be deposited through Demand Draft or Banker's Cheque from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, COCHIN PORT AUTHORITY or online payment through RTGS/NEFT. The original DD/ Banker's Cheque shall be submitted to the SE (I), Cochin Port Authority, Cochin-09, **within 3 (THREE) working days from the date of opening of the bid**. Scanned copy of the DD/ Banker's Cheque shall be attached with the tender submitted "online". If online payment is made, the evidence thereof shall be attached with the tender submitted "online". If hard copy of the original DD/Bankers Cheque is not received within the stipulated period, or if the evidence of making online payment towards EMD is not attached with the tender submitted online, then such bids will not be further evaluated and shall be rejected summarily. The Earnest Money deposited will not carry any interest.
 - 11.3 Bank details of Cochin Port Authority are given below.

Name of bank	:	State Bank of India
Name of Branch	:	Cochin Port Trust Branch
IFSC Code	:	SBIN0006367
Account No	:	41401802288
Account Holders Name	:	Cochin Port Authority

- 11.4 EMD of L1 & L2 bidder shall be refunded to the respective bidders on submission and acceptance of Performance Security and entering into agreement by the L1 Bidder. EMD of other bidders will be refunded immediately after finalization of the bid.
12. Cochin Port Authority will not be held responsible for any technical snag or net work failure during online bidding. It is the bidder's responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at bidder's premises, to access the e-Tender portal. Under any circumstances, Cochin Port 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.
- 13. Securities:**
- 13.1 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:
- a) **Performance Security** 5% of contract value payable on award of the work.
 - b) **Retention Money:** @ 5% of the gross amount of each bill.
- 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.
- 13.2 **Performance Security:** The Performance Security shall be 5% of Contract Value or Cost of Work Done, whichever is higher.
- 13.3 The Security Deposit/ Performance Security @ 5% of the value of the contract awarded (Rounded off to the nearest Rs.1000/-), shall be furnished by the Contractor to the Employer, not later than **14 days** from the date of receipt of letter of acceptance or such extension of that period as may be permitted by the official of Cochin Port writing, and shall be furnished in one of the following forms:
- i) Banker's Cheque / Demand Draft of a Scheduled Bank/ online payment through RTGS/NEFT. If online payment is made, the evidence thereof shall be submitted to the office.
 - ii) An irrevocable Bank Guarantee(BG) enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India as per the prescribed proforma.
- 13.4 **The BG furnished towards the Performance Security shall be valid until a date 30 days from the date of completion of the work stipulated as per the terms of the Contract.**
- 13.5 If Performance Security is not furnished within the period as specified above or such extension of that period as may be permitted by the official of Cochin Port Authority in writing, Cochin Port Authority at its discretion may cancel the Letter of Acceptance without paying any compensation to such bidder, and in addition to forfeiture of EMD. In addition, such bidder shall not be eligible to participate in the tenders invited by COCHIN PORT AUTHORITY for a period of **Two Years from the date of such cancellation of Letter of Acceptance.**
- 13.6 **Retention Money:** Retention Money @ 5% shall be retained from each payment due to the Contractor.
- 13.7 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.**
- 13.8 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.
- 13.9 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. The balance amount shall be retained; to make up for the shortage in the Performance Security, upto the completion of Defects Liability Period.
- 14** In the event of the tenderer, after the issue of the communication of acceptance of offer by Cochin Port Authority, 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, Cochin Port Authority shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.
- 15 Signing of Agreement:**
- 15.1 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.
- If Agreement is not executed within the period as specified above or such extension of that period as may be permitted by the official of Cochin Port Authority in writing, Cochin Port Authority at its discretion may cancel the Letter of Acceptance without paying any compensation to such bidder, and in addition to forfeiture of Performance Security.
- 15.2 The Contractor shall make 10 copies of the Agreement and submit to CoPA within 7 days following the date of signing of Agreement.
- 16 Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Port.
- 17 Failure to comply with conditions **3ii(iv), 13 and 15** above will entail forfeiture of the Earnest Money.
- 18 MSME Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost and exemption from payment for issue of tender document & payment of**

EMD. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Bidders, 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 the Category of ‘Similar Works’ mentioned above, the Tender will be rejected. Further, for claiming such exemption for EMD, they would have to submit an undertaking as specified in Annexure-III in lieu of EMD.

- 19 The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which shall be binding on all bidders. It is not mandatory for Cochin Port to accept the bid of the Lowest Bidder, and Cochin Port at its discretion may accept the bid of any bidder, without mentioning any reason.
- 20 CoPA will determine whether the Tender is substantially responsive to the requirements of the Tender documents. For the purpose of this clause a substantially responsive Tender is one which inter alia conforms to all the terms, general conditions and specifications of the Tender documents and technically suitable. The Tenderer shall carefully submit all the documents as required under the Tender failing which the offer is liable to be treated as non-responsive. A Tender which, in relation to the cost estimates of CoPA, is seriously unbalanced may be rejected as non-responsive. The Tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation 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.
- 21 The Tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the currency of the contract. Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 22 **Taxes and Duties:**
- 22.1 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.
- 22.2. GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Authority, 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 Authority 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.
 - v. TDS under GST law shall also be deducted at prevailing rates.

- 22.3. Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Authority will result in the summary rejection of his /their tender.
- 23** 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.
- 24** This Tender Document shall form part of the Contract.

Sd/-

Suptdg. Engineer(I)
COCHIN PORT AUTHORITY
FOR AND ON BEHALF OF THE BOARD OF MAJOR PORT AUTHORITY
FOR COCHIN PORT

2. TENDER FOR WORKS

To

**The Board of
Major Port Authority
for Cochin Port
Through
The Chief Engineer
Cochin Port Authority, 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 the year 2024-25**
- b) Estimated cost : **Rs.31,38,612/-**
- c) Earnest Money : **Rs.62,772/- (2%)**
- d) Security Deposit : 10% of the value of the Contract awarded or value of the work done whichever is higher. (Performance Security @ 5% of contract value payable on award of the contract and Retention Money 5% of the gross amount of each bill)
- 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.
- 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 : **1 year from the date of commencement of work.**
- 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 tender and conditions of Contract annexed hereto and in default to execute an agreement with CoPA in the prescribed form within prescribed period, or submission of Performance Security within the prescribed period, agree to forfeit the Earnest Money deposited by me/us, in addition to any other remedy available with Cochin Port against me/us. The sum of Rs..... which will be deposited with Financial Adviser and Chief Accounts Officer of the Port Authority as Performance Security (a) the full value of which is to be absolutely forfeited to CoPA without prejudice to any other rights or remedies of CoPA should I/We fail to commence the work specified in the Contract Data or should I/We make any delay in progress of the work or if the contract is terminated on my/our default. ; 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 General Conditions of Contract.

Dated the day of 2024

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 of2024.

Dated.....

**Chief Engineer
COCHIN PORT AUTHORITY**

3. CONTRACT DATA

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

Sl. No.	Description	Reference Clause No. in GCC																
1	<i>The following documents are also part of the Contract</i>																	
	The Schedule of other Contractors	(8.2)																
	The Schedule of Key personnel – As per Tender	(9)																
	<table border="1"> <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</td> <td></td> <td></td> <td></td> </tr> <tr> <td>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	
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 Major Port Authority for Cochin Port, Cochin Port Authority, Cochin -9.																	
	Name of Authorized Representative:																	
	Name : Sri. B.Kasiviswanathan, IRSME, Chairperson, Cochin Port Authority, Cochin -9.																	
3	The Engineer is																	
	Name : Sri. A. G. Sathyan, Chief Engineer i/c, Cochin Port Authority, Cochin-9.																	
	Name of Nominee/Engineer-in-Charge: Name: Sri. M.V.Johny, Suptdg. Engineer(I)																	
4	Name of Contract- Cleaning and maintaining various drains and side berms in W/ Island for the year 2024-25. Tender No. T6/T-2014/2024-C	(1)																
5	10 copies of Contract Agreement shall be furnished by the Contractor	(7.1)																

Sl. No.	Description	Reference Clause No. in GCC				
6	Tender document and other data are available at Cochin Port web site, Government of India CPP Portal and e – tendering portal. www.cochinport.gov.in www.eprocure.gov.in www.tenderwizard.com/CPT	(7.2)				
7	The Intended completion date for the whole of the Work is 1 year with the following milestones:	(17,28)				
8	<table border="1" data-bbox="316 600 1145 846"> <thead> <tr> <th data-bbox="316 600 740 725">Physical works to be completed</th> <th data-bbox="740 600 1145 725">Period from the date of receipt of LoA to proceed with the work</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 725 740 846">1 Year</td> <td data-bbox="740 725 1145 846">7 days</td> </tr> </tbody> </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	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> (1) Agreement (2) Letter of Acceptance (3) Bill of quantities (4) Contractor’s Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) General Conditions of Contract (8) General Description and Special Conditions of Contract (9) Technical Specifications (10) Drawings if any 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 21 days of date of the Letter of Acceptance.	(27)				
11	Permission to occupy the site Permission to use the site will be given within 7 days after issue of LoA.	(21)				
12	The start date shall be 7 days from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.	(1)				
13	The site is located in W/Island.					
14	The Defects Liability Period: NA.	(36)				

Sl. No.	Description	Reference Clause No. in GCC
15	The minimum insurance cover for physical property, injury and death is Rs.10 lakhs (Rupees Ten lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always. Also refer Clause 4 of Special Conditions of Contract – Section III of this tender document.	(13)
16	The following events shall also be Compensation Events: NIL	(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)
22	The proportion of payments retained (Retention Money) shall be 3% from each bill subject to a maximum of 3% of the contract price. - NA	(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 :	(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)
28	The date by which “as-built” drawings are required is within 90 days of issue of certificate of completion of whole or section of the work, as the case may be: NA	(58)
29	The amount to be withheld for failing to supply “as built” drawings and/or operating and maintenance manuals by the date required is ----- NA	(58)
30	Schedule of Rates Applicable: CPWD DSR 2018 + 55% Cost Index x 0.8768 for deducting GST.	
31	Base Rate for materials to be considered for price variation NA	(47)

Sl. No.	Description	Reference Clause No. in GCC
32	Permissible wastage on theoretical quantities of (a) Cement : (+) 2% (b) Steel Reinforcement and structural steel sections for each diameter, section and category : (+) 5.99 % (c) Bitumen/Bitumen emulsion : (+) 2.5%	(47) NA

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 the year 2024-25”**
- 4.2 The tenderer shall submit the tender Cover-A (Hard Copy of EMD & Cost of Tender form) **within 3 (THREE) working days from the date of opening of the bid**. All the Technical Bid documents & Price Bid shall be submitted **“online”**.
- 4.3 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
- 4.4 The tenderer shall upload the documents indicated in 4.3 (i) & (iii) above and also the Schedule of Quantities(Percentage) [as per Cl.4.3(ii), duly filled in, **“online”**].

4.5 SUBMISSION OF TENDERS

- 4.5.1 The Cover A shall contain – hard copy of EMD & Cost of Tender form as mentioned in Table 3 of Tender Notice shall be submitted **within 3 (THREE) working days from the date of opening of the bid**.

4.5.2 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.
- 4.5.2.3 Scanned copies of all documents as per Clause 4.5.2, EMD and Cost of Tender Form shall be submitted as “Technical Bid”.
- 4.5.2.4 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.**
- 4.5.2.5 No changes shall be made in the tender documents. An undertaking that no changes have been made in the Tender document downloaded has to be furnished in Annexure-II
- #### 4.5.3 Price Bid:
- 4.5.3.1 Price Bid shall contain only the “Schedule of Quantities”, which shall be **submitted only in e-tendering mode**.
- 4.5.3.2 **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 Minimum Eligibility Criteria: The bidders eligible for participating in the tender may be Individual, Proprietorship, Registered Partnership firms, L.L.P, Company or JV. The proof thereof shall be submitted

a) Experience

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31st May, 2024**, at least either:

i) Three Similar Works each costing not less than Rs.12.55 lakhs

(OR)

ii) Two Similar Works each costing not less than Rs.15.69 lakhs

(OR)

iii) One Similar Work costing not less than Rs.25.11 lakhs

b) Financial Turnover

Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2023 [2020-'21, 2021-'22 & 2022-'23] shall not be less than Rs.9.42 lakhs.

Explanatory Notes to a) & b) :

- i. Similar work(s) means "*Drain Cleaning Work/ Canal Cleaning Work/ Labour Oriented cleaning works*". The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- ii. Copy of completion certificates of each work issued by the employer/ owner/ responsible officer of the employer/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.
- iii. 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.
- iv. 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.

Table 1

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

v. Financial Turnover:

In proof of Financial Turnover Audited Annual Accounts Statements (Balance Sheet & Profit & Loss Account Statement) & Turnover Certificate signed by the Chartered Accountant or IT returns duly acknowledged by the Income Tax department along with Computation Statement signed by the Chartered Accountant, for the last three years ending on 31st March 2023 shall be produced by the tenderer.

c) Other Eligibility Considerations

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, disqualification/ black listing/ debarring by Govt. departments etc.

d) The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tenderers, if applicable, as per EPF /ESI Acts. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an Undertaking as per Annexure I to the effect shall be furnished.

4.7. OPENING AND EVALUATION OF TENDERS

4.7.1 Technical Bids of the tenders received shall be opened at 15.00 hrs. on **29/07/2024**, the last date fixed for receiving the bid, in the SE-I's chamber in the presence of the tenderers or their representatives as may be present.

4.7.2 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.

4.8 GENERAL INSTRUCTIONS TO TENDERERS

4.8.1 The submission of a tender by the tenderer implies that he has read the whole tender Documents including GCC-2016.

4.8.2 The tenderer is advised to visit and examine the site of work and its Surroundings, discuss with connected agencies and collect all necessary information on his own responsibility for preparing the tender.

4.8.3 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 Documents/ 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.
- 4.8.4 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.
- 4.8.5 In case of discrepancy between the specifications and the drawings, the following order of preference shall be observed:
- a. Conditions & Specifications of tender
 - b. Drawings.
 - c. B.I.S Specifications.
 - d. Sound Engineering Practice.
- 4.8.6. 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 with regard to the intention of the document which will be binding on the tenderer/ Contractor.
- 4.8.7 Any error in description, any omissions there shall not vitiate the Contract or release the Contractor from the execution of whole or any part of the works comprised therein according to specifications or from any of his obligation under the Contract.
- 4.8.8 The Chief Engineer, Cochin Port Authority 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 Authority may, at its discretion, extend the due date for submission of tender.
- 4.8.9 All payments due to the Contractor under this Contract will be made in Indian Rupees only.
- 4.8.10 Tenders received after the date specified for submission shall not be opened.
- 4.8.11 The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to by the Chief Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Authority by the issuing bank.

SIGNATURE OF TENDERER

5. GENERAL DESCRIPTION AND SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

- 1.1 The proposed work is for “*Drain Cleaning Work/ Canal Cleaning Work/ Labour Oriented cleaning works*”. The work consists of the following:
- i. Cleaning and maintaining Open drains for the free flow of rain water & keeping the side berm of the drains without vegetation for one year.
 - ii. Cleaning and maintaining Covered drains for the free flow of rain water & keeping the side berm of the drains without vegetation for one year.
 - iii. Cleaning and maintaining Naval peripheral drain for the free flow of rain water & keeping the side berm of the drains without vegetation for one year.
 - iv. Cleaning and maintaining various manholes connected with the drains.
- 1.2 The work shall be meticulously planned in consultation with the departmental supervisory staff and nearby users, so that minimum inconvenience is caused to the functions of the wharf.

2. WORK SITE

The work has to be carried out in entire area of Willingdon Island. The site is accessible through road and water. Security rules and regulations including obtaining passes etc. for work are to be observed by the contractor. The work is to be carried out without disturbing the normal Port operations.

3. TIME SCHEDULE AND MONITORING OF PROGRESS

- 3.1 The tenderer shall prepare and attach with the tender a detailed work schedule indicating key activities and critical items for completing the work within the stipulated Contract period of **1 Year**. This time schedule will form the basis for monitoring the progress of work.

4. MATERIALS / FACILITIES TO BE PROVIDED BY DEPARTMENT

4.1. CONTRACTOR'S WORK AREA

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

5. CONTRACTOR'S RESPONSIBILITY

- 5.1 The tenderer shall visit the area before tendering. It will be deemed that the tenderer has visited the site and studied the site conditions before submitting the tender. The tenderer should get himself acquainted with the nature and extent of the work. No claim whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work or carriage of materials etc.
- 5.2 All materials, plants and equipments, required for the work shall be provided by the Contractor at his own cost, and shall conform to relevant I.S. Specification unless otherwise specified.
- 5.3 Qualified Engineers with sufficient experience in works of similar nature as indicated in “Contract Data” shall be available at site throughout the contract period during working hours in order to receive instructions from department and to implement them properly and in time.
- 5.4 The Contractor shall thoroughly study the specifications and errors / omissions/modifications if any shall be brought to the notice of the Engineer –

- in-Charge well in advance so that a final decision in the matter could be given in time.
- 5.5 All labour, skilled or unskilled shall be provided by the Contractor. Settling any dispute with the labour will be Contractor's responsibility. Insurance as per Indian Employees's Compensation Act for the Contractors' workmen and Public Liability Policy shall be provided by the Contractor at his own cost.
 - 5.6 The Contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and shall be made good or compensated at his own cost.
 - 5.7 The Contractor shall take all care and precautionary measures for avoiding any kind of damage/accidents in the work site due to any of his reasons. The Contractor shall indemnify the Port against any compensation whatsoever payable to the workmen for accident or loss arising out of and in the course of their employment under this Contract.
 - 5.8 More care has to taken by the contractor to check any Electrical cable/ Pipes were Electrical cables are laid/passing through the drain or near by areas. The contractor shall take permission from Electrical section if any work being carried out in the area were the Electrical Cable (LT/HT) and Electrical Installations are noticed. If any damage / loss occurred to the Electrical / Mechanical installation/ etc. same to be made good as per the direction of Electrical/Mechanical section at the contractor risk and cost at the earliest for maintaining the Electrical distribution system without any failure."
 - 5.9 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.
 - 5.10 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.
 - 5.11 The Contractor shall remove all temporary works, clear and make good the site, at his cost to the satisfaction of the Engineer's Nominee before the site is returned to the Port Authority. All materials shall be disposed to any place as pointed out by the Engineer's Nominee of the work and site shall be cleared in every respect at no extra cost after completion of work.
 - 5.12 The Contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer's Nominee before the site is returned to the Port Authority. All such materials including debris, tools & plants etc. shall be disposed off to any place as pointed out by the Engineer's Nominee or be taken away from the location and shall be cleared in every respect and be reinstated to its original condition at no extra cost to the Port Authority immediately after completion of the work. In case, any such material is found left in the work site or anywhere in the Port area, rent for the storage space occupied by the Contractor, either for stacking the materials /debris or for areas used for such purpose but not cleared thereafter, will be recovered as per the prevailing Scale of Rate of Cochin Port Authority, for the rent applicable for open storage space for commercial purpose, for the period for which the area had been occupied by the Contractor. In addition to the above, in case

the Port requires the area immediately for its use, Port will repossess the land after restoring it to its original condition, material will be confiscated and disposed off at the risk and cost of the Contractor, after issuing two notices giving 15 days' time each for removing the material. All expenses incurred in this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the Contractor by appropriate means.

- 5.13 The Contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be taken/provided at the Contractor's cost, as directed by the Engineer-in-Charge of the work. The Contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots, safety belts etc. to the workmen at his own cost and it shall be the Contractor's responsibility to ensure that they use it while on the work site.
- 5.14 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 5.15 The contractor shall take all precautions for not to damage any cables, pipelines etc. passing through the area of work.
- 5.16 The Contractor shall comply with all the provisions of the Indian Employees's Compensations Act, Public Liability Policy, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the Contract labour that may be brought in to force from time to time.
- 5.17 The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tenderers, if applicable, as per EPF /ESI Acts. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an Undertaking as per Annexure I to the effect shall be furnished.**
- 5.18 The Contractor shall provide, at every work place, at which 20 or more women workers are ordinarily employed, crèches of reasonable size and with adequate facility for the use of their children under the age of six years at his risk and cost.
- 5.19 The Contractor shall also be responsible for arranging and carrying out works as mentioned in Clauses 1.1 & 1.2 above.

6. POWER AND WATER

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

7. WORKMANSHIP

- 7.1 All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified. Whenever special conditions and other specifications deviate from the B.I.S. the former shall prevail.
- 7.2 The whole work shall be completed in a diligent manner within the Contract period. Precautions shall be taken for not to damage cables/ pipe lines etc.
- 7.3 The work shall be arranged in the order of preference and as directed by the Engineer's Nominee of work.

8. TEMPORARY WORKS

- 8.1 All scaffolding, staging, bracing and other temporary works required for proper execution of the works, shall be provided by the Contractor at his own cost, unless stated otherwise and that should be inclusive of all materials, labour, supervision and other facilities. The layout and details of such temporary works shall have prior approval of the Engineer's Nominee, but the Contractor shall be responsible for proper strength and safety of the same. All temporary works shall be so constructed as not to interfere with any permanent work or with the work of other agencies. If it is necessary to remove any of the temporary works at any time to facilitate execution of works or work by other agencies, such removal and re erection, if required, shall be carried out by the Contractor at the direction of Engineer's Nominee without any delay and any extra cost on this account shall be borne by the Contractor.
- 8.2 On completion of the works, temporary works if any provided by the Contractor shall be removed from the site and the area shall be reinstated to the original condition at his own risk and cost.
- 9. TIME FOR COMPLETION**
- 9.1 The time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the Contractor. The work shall throughout the time period be proceeded with diligence, time being deemed to be the essence of the Contract. The number of days lost due to heavy rain shall be certified by the Engineer's Nominee. The Contract period shall be extended for such certified days also without imposing compensation for delayed
- 9.2 The whole work shall be completed in accordance with the provisions under Contract Data or such extended time as may be allowed as per clause 29 of G.C.C.
- 10. WORKING TIME**
- The normal working time of the Port Authority is from 8 a.m. to 4.00 p.m. on all weekdays. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer's Nominee for the same. Necessary supervision will be arranged by the department and the expenditure to be incurred in this connection will be borne by the department.
- 11. RATES FOR VARIOUS ITEMS**
- The rate specified for each item shall be all inclusive value of the finished work, income tax and other taxes but excluding Service Tax.
- 12. ALTERATIONS / ADDITIONS / OMISSIONS**
- The quantities given in the bill of quantities (Schedule of items) are only approximate and payment will be made as per actual quantity of work done and rate specified.
- 13. MEASUREMENT**
- The quantities shall, unless otherwise stated, be measured in accordance with I.S.1200.
14. For levying compensation as per Clause-49 of General Conditions of Contract (GCC), the Employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of work by the Contractor, as per conditions.
15. Clause-25 of GCC- 'Settlement of Disputes and Arbitration' is not applicable in this Contract.
16. Clause-26 of GCC- 'Computerised Measurement Book' is modified to the extent as detailed below.

Measurements of Work done:

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

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

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

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

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

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

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

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

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

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

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

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

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

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

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

- 43.2.4 However, on request by the Contractor, 75% of the bill amount shall be paid within 7 days of submission of the bill. Balance amount of the verified bill shall be paid within 21 days of the submission of the bill, on completion of all contractual requirements as brought out at sub clause 43.2.3. above.
- 43.2.5 Final bill shall be paid within 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as detailed below.
- 43.2.6 The Contractor shall submit the Final bill to the Engineer / Nominee within 20 days of issue of Taking Over Certificate by the Engineer / Nominee. The bill shall be checked and all clarifications/corrections required on the bill submitted, shall be sought from the Contractor within 15 days thereafter. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within the next 10 days. The clarified / corrected bill shall be verified and forwarded to Finance Department within the next 15 days. Thereafter, clarifications if any required by the Finance Department shall be sought within 10 days and the Engineer/Nominee shall clear it on top priority within the next 10 days and, finally, the bill shall be paid to the Contractor within 10 days thereafter, i.e., within a total 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as indicated above.
- 43.2.7 However, on request by the Contractor, 50% of the final bill amount shall be paid within 7 days of submission of the bill, which will be adjusted against the final bill payment, on completion of all contractual requirements as brought out at sub clause 43.2.6. above.
19. Any disputes and differences between the parties shall be resolved in the Jurisdiction of Courts in Cochin alone.
20. In case of any contradiction between the Clauses in Tender Document and that in GCC, the clauses in the tender document shall prevail.

SIGNATURE OF TENDERER

6. **DETAILED SPECIFICATIONS FOR CLEANING AND MAINTAINING VARIOUS DRAINS AND SIDE BERMS IN W/ ISLAND FOR 1 YEAR.**

GENERAL

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 drain and clearing the side berms by stripping, from the road edge/ compound wall edge up to the 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.

1. The work of cleaning and maintaining the drains by removing the silt, earth, plastics, paper & other waste materials from the drain, 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 per the Table 1 below as directed by the Engineer-in-Charge during the entire one year period of contract so as to ensure free flow of water to the back waters.**
2. 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, damage to the slabs etc. & 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 in order to ensure free flow of rain water to the backwaters.
3. The silt shall be removed as and when required for ensuring free flow of water as directed by the Engineer-in-charge.
4. Side berms of the drains shall be kept free of vegetation growth for the entire contract period as directed by the Engineer-in-charge.
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 for the entire contract period.**
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. Minimum Number of workers required for the work.

TABLE - 1

1.	Minimum number of workers required per day for the work for the entire contract period except Sundays & holidays. (Contractor shall provide sufficient number of workers as and when	5 Nos.
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	required for the proper cleaning of drains and other works as detailed above and as directed by the Engineer-in-charge).	
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8. A register shall be maintained by the contractor for recording the attendance of workers deployed, and it shall be got verified and countersigned by the Engineer-in-Charge or his authorized representative at the end of each day's work for its acceptance. If the number of workers is less than the minimum number specified as per table 1 above, a penalty equal to the total contract amount divided by 365 shall be recovered from the bills.

9. A certificate regarding the cleanliness of each and every drain shall be prepared and approval from the Engineer-in-charge or his authorized representative shall be got at the end of each month's work for its acceptance for payment. Copy of the certificate shall be accompanied with each interim bill. If the certificate regarding cleanliness of any drain for any month shall not be approved by the Engineer-in-charge penal clause as per clause 12 shall be attracted for the said drain.

10. PAYMENT SCHEDULE

10.1. 1st Interim payment of 25% will be made; on satisfactory performance and based on the certificate as per clause 9 above, after 3 months from the date of commencement.

10.2. 2nd Interim payment of 25% will be made; on satisfactory performance and based on the certificate as per clause 9 above, on satisfactory performance after 6 months from the date of commencement.

10.3. 3rd Interim payment of 25% will be made; on satisfactory performance and based on the certificate as per clause 9 above, on satisfactory performance after 9 months from the date of commencement.

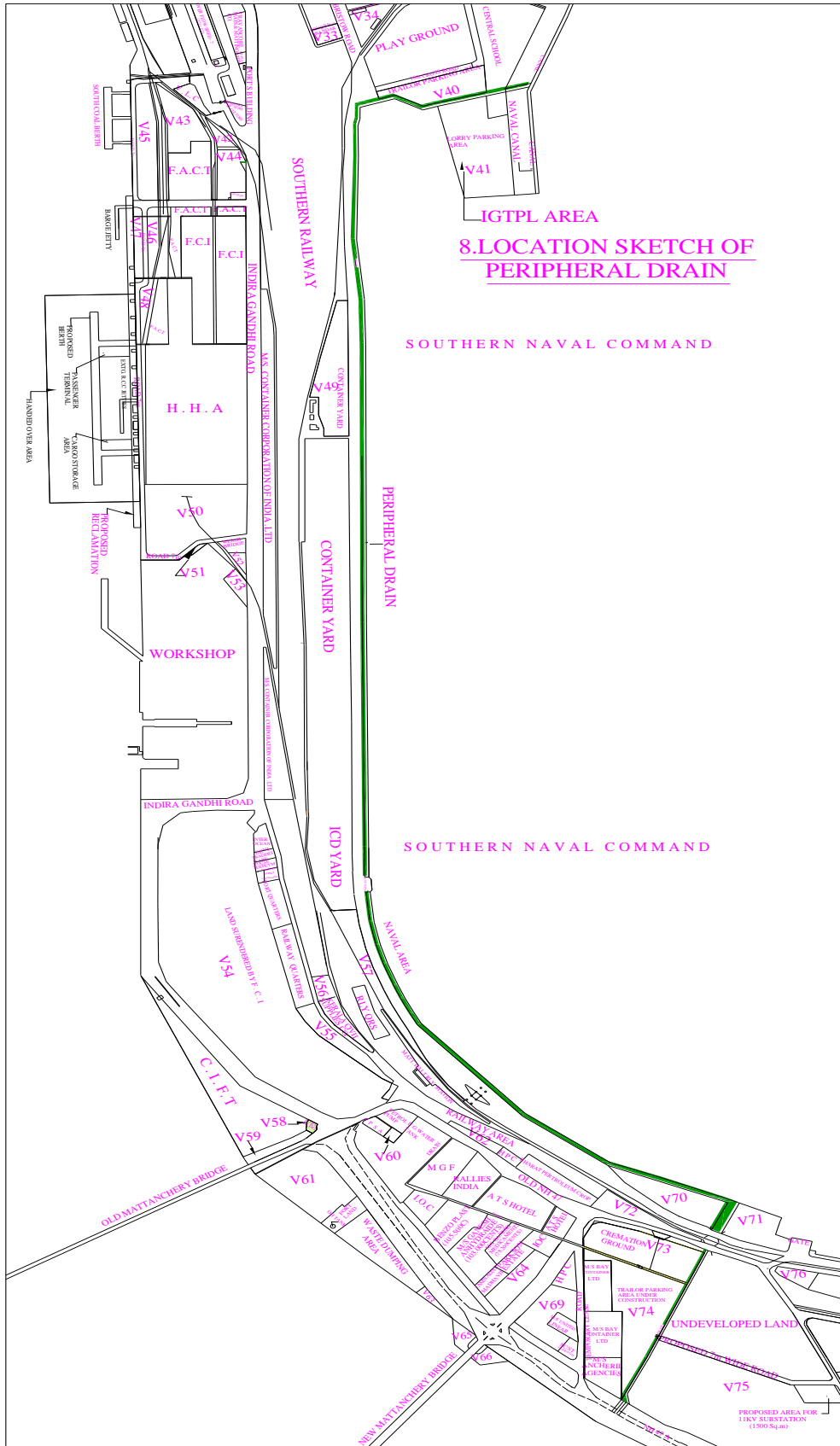
10.4. Final payment of 25% will be made; on satisfactory performance and based on the certificate as per clause 9 above, on satisfactory completion and handing over the drains on the expiry of the contract period.

11. COMPENSATION FOR NON FULFILLMENT

11.1 No interim payment will be made for the drains, the work of which are not completed satisfactorily as detailed above, 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, for the concerned period from the respective part bill.

11.2 If the certificates as detailed in clause 9 shall not be approved by the Engineer-in-charge or his representative the cleaning of that particular drain shall be considered as incomplete and penalty shall be recovered from the bill as per clause 11.1 above.

SIGNATURE OF TENDERER



COCHIN PORT AUTHORITY

**CLEANING AND MAINTAINING VARIOUS DRAINS AND SIDE BERMS IN W/
ISLAND FOR THE YEAR 2024-25
UNDERTAKING REGARDING EPF AND ESI REGISTRATION**

I/ We, M/s..... (Name & Address of the tenderer) 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 to the above and indemnify CoPA officials for any actions taken in this regard.

SIGNATURE OF TENDERER

**PROFORMA OF UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN
THE TENDER DOCUMENT DOWNLOADED**

I/We.....
.....

.....do hereby confirm that no changes have been made in the Tender
document downloaded and submitted by us for the Tender No

Yours faithfully,

Signature :

Name & Designation:

FORMAT OF DECLARATION IN-LIEU OF EMD

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

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

a) If after the award of work, I/We fail to furnish the required Performance Security/ Security Deposit or sign the Contract, within the time limits specified in the Tender Document.

Signature of the Tenderer with seal