



COCHIN PORT AUTHORITY
COCHIN-682009, KERALA, INDIA

Tele: 91-0484-2666414, 2666871

Telefax: 91-0484-2666414

E-mail:coptce@gmail.com

**TENDER DOCUMENT FOR MAINTENANCE OF LANDSCAPED AND OTHER AREAS
AT VARIOUS LOCATIONS IN W/ISLAND FOR ONE YEAR**

TECHNICAL BID (e-Tendering Mode)

Website:www.tenderwizard.com/CPT

CHIEF ENGINEER'S OFFICE

COCHIN PORT AUTHORITY

COCHIN-682009

TENDER No.T6/T-1999/2023-C

PRICE: Rs.885/- (Rs.750/- + 18% GST)

COCHIN PORT AUTHORITY

**TENDER FOR ‘MAINTENANCE OF LANDSCAPED AND OTHER AREAS AT
VARIOUS LOCATIONS IN W/ISLAND FOR ONE YEAR’.**

(Tender No.T6/T-1999/2023-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	16-20
5	General Description and Special Conditions of Contract	21-29
6	Detailed Specifications for items of Works	30-33
7	ANNEXURE-I	34
8	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-1999/2023-C

Date :29/09/2023

NOTICE INVITING TENDER

Electronic Tenders (**e-tenders**) on percentage basis are invited by Cochin Port Authority on behalf of GoI 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 **“Maintenance of landscaped and other areas at various locations in W/ Island for one year”**.

1. **Minimum Eligibility Criteria:**

a) **Experience**

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31st August, 2023**, at least either:

- i) Three Similar Works each costing not less than **Rs.2.77 lakhs**
(OR)
- ii) Two Similar Works each costing not less than **Rs.3.47 lakhs**
(OR)
- iii) One Similar Work costing not less than **Rs.5.55 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.2.08 lakhs**.

Explanatory Notes to a) & b) :

- i. Similar work(s) means **“Horticultural work/Landscaping work/ Civil Construction works/ Civil Maintenance works/”**. The experience certificate of works executed in private sectors/ organisations shall be

considered for qualification, only on submission of TDS (Form 26AS) certificate along with work order and completion certificate.

- ii. **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.**
- 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 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, black listing/ debarring by Govt. departments etc.

2.2 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.

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	<i>29-09-2023</i>
2	Download period of Bid Documents	<i>29-09-2023 to 12-10-2023</i>
3	Date of Pre-Bid meeting	<i>Not Applicable</i>
4	Last date for seeking clarification	<i>0610-2023</i>
5	Last date and time of submission of Bid	<i>12-10-2023 up to 14.30 hrs</i>
6	Date and time of opening the Bid	<i>12-10-2023 after 15.00 hrs</i>

ii) Bid information :

Table 3

i)	Estimated Amount put to Tender	Rs.6,93,396/-
ii)	Earnest Money Deposit	Rs.6,934/- 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.
iii)	Cost of Bid document	Rs.885/- (Rs.750/- + 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, being the cost of single copy of the tender document
iv)	Validity period of	120 days from the Last Date of

	Tender	Submission of Bid.
v)	Time for Completion	1 Year, likely to be extended for further 1 Year as per the discretion of the department.

4. This work essentially comprises of the following:
- i. *Cleaning & maintaining the whole works and facilities of the landscaped areas excluding mowing/ grass cutting the lawn area and other areas viz : (i) Harbour House compound, (ii) Marine House compound*
 - ii. *Cleaning & maintaining the whole works and facilities of the landscaped areas excluding mowing/ grass cutting the lawn area and other areas viz : (i) Administrative blocks compound except the lawn in front of stage, (ii) adjacent to compound wall of AD block, Old CAD, and customs House, (iii) triangular and circular traffic islands, (iv) between entrance of Harbour house and garage near Harbour House (v) Port Guest House & Guest House Annex etc.*
 - iii. *Maintaining the landscaped areas/ lawn area/ other areas by mowing/ cutting and removing grass and overgrowth of vegetation at (i) Harbour House compound, (ii) Marine House compound, (ii) Administrative blocks compound except the lawn in front of stage, and (iv) Port Guest House & Port Guest House Annex (v) adjacent to compound wall of AD block, Old CAD, and customs House, (vi) triangular and circular traffic islands, (vii) between entrance of Harbour house and garage near Harbour House*
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 shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPA. The bidder shall submit the Originals of (i) DD / Bankers Cheque towards the cost of tender and EMD and (ii) Power of Attorney in favour of signatory(s) to the tender, with letter of submission in a sealed cover to the **Dy. Chief Engineer, Cochin Port Authority, W/Island, Cochin-682009, Kerala**, within 3 (Three) working days from the date of opening. **Non submission of original financial documents towards cost of tender document and EMD within 3 (Three) working days from the date of opening, will make the tender liable for rejection.**
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. Original DD / Bankers Cheque towards the cost of tender and EMD, shall be submitted in a sealed cover to the **Dy. Chief Engineer, Cochin Pport Authority, W/Island, Cochin-682009, Kerala, and these original documents shall be reached to the employer within 3 (THREE) working days from the Bid Due date. Non submission of original financial instruments towards the cost of tender document, EMD, within the above period leads to disqualification of Bids.**
12. 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.**
13. **EARNEST MONEY TO BE DEPOSITED**
- 13.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.6,934/-**
- 13.2 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 Authority. The original DD/ Banker’s Cheque/ Pay Order shall be submitted to the Dy.CE, Cochin Port Authority, Cochin-9, **within 3 (THREE) working days from the Bid Due date..** 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.
- 13.3 EMD shall be refunded to the Contractor on acceptance of Performance Security and entering into agreement.
14. 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 failures.
15. The Bidder shall submit Originals of: (i) DD / Banker’s Cheque towards the cost of Tender document and EMD; and (ii) Power of Attorney along with letter of

submission in a sealed cover to the Dy. Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682009, Kerala, within 3 (THREE) working days from the Bid Due date. Non submission of original financial document towards cost of Tender document and EMD etc as above will be liable for rejection.

16 Securities:

16.1 **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.

16.2 **Performance Security:** The Performance Security shall be 5% of Contract Value. So, initially 5% of the Contract value shall be furnished as Performance Security.

16.3 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.

16.4 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.

16.5 Unless Performance Security is furnished within the period as specified above or such extension of that period as may be permitted by the Engineer in writing, the Earnest Money will be liable to forfeiture and the Contract to cancellation.

16.6 Performance Security will be released/ refunded to the contractor not later than 14 days from the date of payment of final bill.

16.7 **Retention Money:** Retention Money @ 5% shall be retained from each payment due to the Contractor.

16.8 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.

16.9 If the Cost of Work done exceeds the Contract Value, the total amount retained as Security Deposit considering the Performance Security initially submitted together with the Retention Money recovered from the running account bills, shall amount to 10% of the Cost of Work done.

- 16.10 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.
- 16.11 EMD shall be refunded to the Contractor on acceptance of Performance Security and entering into agreement.
- 17 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.
- 18 **Signing of Agreement:**
- 18.1 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.
- 18.2 The Contractor shall make 10 copies of the Agreement and submit to CoPT within 7 days following the date of signing of Agreement.
- 19 Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Port.
- 20 Failure to comply with conditions **3ii(iv), 16 and 18** above will entail forfeiture of the Earnest Money.
21. **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.**
22. 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.
23. Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
24. Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
25. **Taxes and Duties:**
- 25.1 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.
- 25.2. 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.
- 25.3. 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.
26. 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.
27. This Tender Notice shall form part of the Contract.

Sd/-

Dy. Chief Engineer

COCHIN PORT AUTHORITY

FOR AND ON BEHALF OF THE BOARD OF MAJOUR 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 : **Maintenance of landscaped and other areas at various locations in W/ Island for one year**
- b) Estimated cost : **Rs. Rs.6,93,396/-**
- c) Earnest Money : **Rs.6,940/-**
- 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, likely to be extended for further 1 Year as per the discretion of the department.**

h) Schedule, specifications, conditions, : As per “Contents” sheet attached.
drawings etc.

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 Authority as Earnest Money: (a) the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office should I/We 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 2023

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 of2023.

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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Qualification of Staff</th> <th style="width: 10%;">No.</th> <th style="width: 20%;">Min. Experience (Years)</th> <th style="width: 35%;">Rate of recovery in case of non-compliance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Matriculation or above.</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">Rs.15,000/- p.m</td> </tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance	Matriculation or above.	1	2	Rs.15,000/- p.m	
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance							
Matriculation or above.	1	2	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 : Dr. M. Beena, Chairperson, Cochin Port Authority, Cochin -9.									
3	The Engineer is									
	Name : Smt. Rema.E, Chief Engineer, Cochin Port Authority, Cochin-9.									
	Name of Nominee/Engineer-in-Charge: Name: Sri. Sathyan.A.G, Dy. Chief Engineer									
4	Name of Contract- Maintenance of landscaped and other areas at various locations in W/ Island for one year. Tender No. T6/T-1999/2023-C	(1)								
5	10 copies of Contract Agreement shall be furnished by the Contractor	(7.1)								
6	Tender document and other data are available at Cochin	(7.2)								

Sl. No.	Description	Reference Clause No. in GCC				
	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	The Intended completion date for the whole of the Work is 1 year with the following milestones:	(17,28)				
8	<table border="1"> <tr> <td data-bbox="302 674 721 793">Physical works to be completed</td> <td data-bbox="721 674 1122 793">Period from the date of receipt of LoA to proceed with the work</td> </tr> <tr> <td data-bbox="302 793 721 957">1 Year, likely to be extended for further 1 Year as per the discretion of the department.</td> <td data-bbox="721 793 1122 957">7 days</td> </tr> </table>	Physical works to be completed	Period from the date of receipt of LoA to proceed with the work	1 Year, likely to be extended for further 1 Year as per the discretion of the department.	7 days	
Physical works to be completed	Period from the date of receipt of LoA to proceed with the work					
1 Year, likely to be extended for further 1 Year as per the discretion of the department.	7 days					
9	The following shall form part of the Contract Document: <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	The site possession date The site will be handed over within 7 days after issue of LoA.	(21)				

Sl. No.	Description	Reference Clause No. in GCC
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)
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 5% from each bill subject to a maximum of 5% of the contract price.	(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	(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)

Sl. No.	Description	Reference Clause No. in GCC
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)
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 **“Maintenance of landscaped and other areas at various locations in W/ Island for one year”**
- 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 Bid Due date**. 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. Technical Bid Documents (as per Sl. No 1 to 7 of the Contents sheet)
 - ii. Price Bid: Schedule of quantities of Work- Schedule-A and
 - iii. 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 Bid Due date**.

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.

- i. A covering letter from the tenderer enlisting the enclosures/ attachments.
 - ii. Original Tender Document (Technical Bid) except Schedule of Quantities.
 - iii. Copy of the documents in proof of fulfillment of the Minimum Qualification Criteria.
 - iv. Copy of PAN Card, ESI/EPF & GST Registration documents.
 - v. Copy of Authorisation documents of Signatory of the bid in case of Registered Partnership firm / Limited company
 - vi. Partnership deed or Memorandum and Article of Association of the company and registration certificate of the company as the case may be.
 - vii. 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.**

4.5.3 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:

a) Experience

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31st August, 2023**, at least either:

Three Similar Works each costing not less than **Rs.2.77 lakhs**
(OR)

Two Similar Works each costing not less than **Rs.3.47 lakhs**
(OR)

One Similar Work costing not less than **Rs.5.55 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.2.08 lakhs**.

Explanatory Notes to a) & b) :

- i. Similar work(s) means “**Horticultural work/Landscaping work/ Civil Construction works/ Civil Maintenance works**”. The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS (**Form 26AS**) certificate along with work order and completion certificate.
- ii. **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.

- 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 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, black listing/ debarring by Govt. departments etc.

4.7 **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.**

4.8 **OPENING AND EVALUATION OF TENDERS**

4.8.1 Technical Bids of the tenders received shall be opened at 15.00 hrs. on **12/10/2023**, the last date fixed for receiving the bid, in the Dy.CE's chamber in the presence of the tenderers or their representatives as may be present.

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 the tenderer implies that he has read the whole tender Documents including GCC-2016.

4.9.2 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.

4.9.3 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.

4.9.4 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.

4.9.5 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.
- 4.9.6. 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.
- 4.9.7 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.
- 4.9.8 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.
- 4.9.9 All payments due to the Contractor under this Contract will be made in Indian Rupees only.
- 4.9.10 Tenders received after the date specified for submission shall not be opened.
- 4.9.11 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 “**Daily cleaning of washrooms/ toilets of New & Old Administrative Building and Public Toilets in Willingdon Island for a period of one year**”. The work consists of the following:

i. *Cleaning & maintaining the whole works and facilities of the landscaped areas excluding mowing/ grass cutting the lawn area and other areas viz : (i) Harbour House compound, (ii) Marine House compound including disposing of the rubbish within a lead of 6kms including*

- a) *Proper up keep of lawn by deweeding, manuring etc.*
- b) *Proper up keep of plants by pruning, nursing, mairing etc.*
- c) *Repotting and planting of plants*
- d) *Watering daily except rainy days*
- e) *Any other work connected with the maintenance of landscaped areas etc.*
- f) *Supply of tools/ manure/ materials/labour etc.*

All the above shall be complete as per detailed specifications and directions of Engineer-in-Charge.

ii. *Cleaning & maintaining the whole works and facilities of the landscaped areas excluding mowing/ grass cutting the lawn area and other areas viz : (i) Administrative blocks compound except the lawn in front of stage, (ii) adjacent to compound wall of AD block, Old CAD, and customs House, (iii) triangular and circular traffic islands, (iv) between entrance of Harbour house and garage near Harbour House (v) Port Guest House & Guest House Annex etc. including disposing of the rubbish within a lead of 6kms including*

- (a) *Proper up keep of lawn by deweeding, manuring etc.*
- (b) *Proper up keep of plants by pruning, nursing, mairing etc.*
- (c) *Repotting and planting of plants*
- (d) *Arranging flower pots in offices as and when required*
- (e) *Watering daily except rainy days*
- (f) *Any other work connected with the maintenance of landscaped areas etc.*

(g) *Supply of tools/ manure/ materials/labour etc.*

All the above shall be complete as per detailed specifications and directions of Engineer-in-Charge.

iii. *Maintaining the landscaped areas/ lawn area/ other areas by mowing/ cutting and removing grass and overgrowth of vegetation at (i) Harbour House compound, (ii) Marine House compound, (ii) Administrative blocks compound except the lawn in front of stage, and (iv) Port Guest House & Port Guest House Annex (v) adjacent to compound wall of AD block, Old CAD, and customs House, (vi) triangular and circular traffic islands, (vii) between entrance of Harbour house and garage near Harbour House. and garage near*

Harbour House by mowing/ cutting and removing grass and other over growth and disposing of the rubbish within a lead of 6kms including

- (a) Proper up keep of lawn and other areas by mowing/ cutting and removing grass and overgrowth of vegetation.*
- (b) Any other work connected with the maintenance of landscaped areas etc.*
- (c) Supply of brush cutter/ Mower/labour etc.*

All the above shall be complete as per detailed specifications and directions of Engineer-in-Charge. Works shall be carried out as and when required as directed by the Engineer-in-charge.

- 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. **SPECIFICATIONS**

The specifications attached shall be considered as part of the contract and shall be complimentary to one another. Any work or materials mentioned in one, but not mentioned in the other should be carried as if it is mentioned in both.

3. **WORK SITE**

The work has to be carried out is at 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.

4. **TIME SCHEDULE AND MONITORING OF PROGRESS**

- 4.1 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 (likely to be extended for further 1 Year as per the discretion of the department)**. This time schedule will form the basis for monitoring the progress of work.

4. **MATERIALS / FACILITIES TO BE PROVIDED BY DEPARTMENT**

5. **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.

6. **CONTRACTOR'S RESPONSIBILITY**

- 6.1 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.
- 6.2 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.
- 6.3 Samples of all materials, to be incorporated in the work shall be got approved by the Engineer's Nominee before procurement.
 - 6.4 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.
 - 6.5 All labour, skilled or unskilled shall be provided by the Contractor. Settling any dispute with the labour will be Contractor's responsibility. Insurance as per Indian Workmen's Compensation Act for the Contractors' workmen and Public Liability Policy shall be provided by the Contractor at his own cost.
 - 6.6 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.
 - 6.7 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.
 - 6.8 The work shall be arranged by the Contractor without causing any damage to Port structures. Any damage or accident caused by the Contractor's operation shall be compensated / made good at Contractor's risk and cost to the satisfaction of the Engineer's Nominee of the works, failing which department will do the rectification work and the cost incurred will be recovered from his bill or from security deposit.
 - 6.9 The Contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer's Nominee of the work and any construction so put up shall be removed by the Contractor whenever the Engineer's Nominee calls upon the Contractor to do so.
 - 6.10 The Contractor shall remove all temporary works, clear and make good the site, at his cost to the satisfaction of the Engineer's Nominee before the site is returned to the Port 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.
 - 6.11 The Contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the Port area and clear the site at his cost to the full satisfaction of the Engineer's Nominee before the site is returned to the Port 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 to reinstate 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.

- 6.12 The Contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be taken/provided at the Contractor's cost, as directed by the Engineer-in-Charge of the work. The Contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots, safety belts etc. to the workmen at his own cost and it shall be the Contractor's responsibility to ensure that they use it while on the work site.
- 6.13 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 6.14 The contractor shall take all precautions for not to damage any cables, pipelines etc. passing through the area of work.
- 6.15 The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Public Liability Policy, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the Contract labour that may be brought in to force from time to time.
- 6.16 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..**
- 6.17 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.
- 6.18 The Contractor shall also be responsible for arranging and carrying out works as mentioned in Clauses 1.1 & 1.2 above.

7. POWER AND WATER

- 7.1 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.

7.2 Water required for the work shall be available at the washrooms toilets etc.

8. **WORKMANSHIP**

8.1 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.

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

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

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

9. **TEMPORARY WORKS**

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

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

10. **TIME FOR COMPLETION**

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

10.2 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.

11. **WORKING TIME**

The normal working time of the Port Authority is from 8 a.m. to 5.30 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.

12. 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.

13. 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.

14. MEASUREMENT

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

15. 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.

16. TERMS OF PAYMENT

16.1 For the maintenance, which will include watering, dewatering, mowing, periodic manuring, taking care of flowers, pots, maintaining of fountain etc, upkeeping the Harbour House compound & Marine House compound. **Payment shall be made on monthly intervals, subject to condition as per clause 5.2 below.** The first payment shall be after the expiry of one month from the date of commencement of the maintenance period.

16.2 The periodic maintenance of monthly intervals as per clause 5.1 above shall be made only upon certification by the Engineer-in-Charge and the facilities have been properly maintained and take care of.

17. PENALTY FOR NON PERFORMANCE OF WORK

If the contractor fails to maintain the facilities satisfactorily as per specifications & instructions of the Horticulturist in any item in full or part thereof this item in full will not be reckoned for payment purpose and there shall be a penalty amount equal to departmental rate with quoted percentage for that item.

18. A register shall be maintained by the contractor for satisfactory completion of each day's work, 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, failing which, that days will not be considered for payment purpose.

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

20. 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.

21. 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.

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

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

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

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

43.2.3 Clarifications/corrections if any required on an Interim bill submitted,

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

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

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

43.2.6 The Contractor shall submit the Final bill to the Engineer / Nominee within 20 days of issue of Taking Over Certificate by the Engineer / Nominee. The bill shall be checked and all clarifications/corrections required on the bill submitted, shall be sought from the Contractor within 15 days thereafter. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within the next 10 days. The clarified / corrected bill shall be verified and forwarded to Finance Department within the next 15 days. Thereafter, clarifications if any required by the Finance Department shall be sought within 10 days and the Engineer/Nominee shall clear it on top priority within the next 10 days and, finally, the bill shall be paid to the Contractor within 10 days thereafter, i.e., within a total 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as indicated above.

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

SIGNATURE OF TENDERER

6. DETAILED SPECIFICATIONS FOR ITEMS OF WORKS

1. GENERAL

- 1.1 The whole work and facilities provided under this tender shall be maintained and carried out for one year from the date of commencement.
- 1.2 All works related to proper upkeep of the lawn and plants like periodic manuring, watering, weeding, mowing of grass, applying pesticide, fungicides etc. arranging plotted plants in the landscaped area supplied by department, cleaning the entire area etc. and disposing the sweepings to the nearest dust bin and up keeping the Harbour House & Marine House compound, including up keeping the foot paths and passages.
- 1.3 The contractor shall be responsible for replacing/ repairing any part of landscape if the same gets damaged due to lack of proper care during this period.
- 1.4 During maintenance period, cutting the branches of trees, plants are found necessary as directed by the Engineer-in-Charge, the branches/ plants thus cut shall be disposed off within a lead of 6 Km without any extra cost to the department.

2. TECHNICAL SPECIFICATIONS

2.1 Watering:

During summer period, (October to May), contractor has to water to the lawn area and beds daily with the help of sprinkler system or PVC hose pipes. However during the dry spell of monsoon Engineer -in – charge may direct the contractor for watering as and when required. Water shall be given free of cost by CoPT from the existing nearest point available.

- 2.2 During summer period, (October to May), contractor has to water the shrubs, creepers, ground covers daily with the help of sprinkler system or PVC hose pipes. However during the dry spell of Monsoon Officer -in – Charge may direct the contractor for watering as and when required. Water shall be given free of cost by CoPT from the existing nearest point available.

- 2.3 Applying fertilizer/ manure shall be done as and when required or minimum once in a month and as per the direction of Horticulturist of the Cochin Port Authority/ Engineer-in-Charge of the work.

- 2.4 Periodic application of organic fertilizers to shrubs/ground covers shall be done as directed by the officer-in-charge. The application procedure, dosage and periodicity are depended on age, species and condition of the plant. Farmyard manure shall be applied for shrubs as per recommendations of Horticulturist or Officer-in-Charge.

- 2.5 Periodic removal of weeds, dry leaves and any foreign materials shall be done as and when required.

2.6 De-weeding:

For the management of lawns, de-weeding should be done at least twice in every

month or as and when required. **The lawn area shall be free from weed growth and look like a green carpet.**

2.7 **De-weeding & Soil Working:**

De-weeding of ground cover beds, creepers, shrubs should be done twice in every month or as directed by the Officer-in charge. Weeds should not be conspicuous. In the case of shrubs in open area weeds from an area of minimum one meter i.e. measured in width along the row of plants (Plant at the center) should be removed from roots once in a month. Soil working should be done for shrubs and ground covers along with each de-weeding.

2.8 Supplying pesticide/ fungicides shall be done as and when required as per the direction of Horticulturist.

2.9 Cutting and shaping plants/ topiary works, replanting arranging and colouring pots etc. shall be done as directed by department.

2.10 **Mowing of Lawns/ Grass curring:**

Lawn mowing/ Grass Cutting shall be done at least twice in a month or as and when required as directed by the Engineer-in-charge. Engineer-in-charge may direct for additional operation of lawn mowing/ Grass cutting during contract period as per site requirement. Grass should be cut uniformly & should appear as green carpet. The grass clippings/ cuttings should be immediately collected and stacked with in 150 m lead and **disposed off the same within a lead of 6Km** as directed. Contractor should arrange for advanced motor operated lawn mowers/ weed cutter. In monsoon period grass should be cut with the help of lawn mowing machine/ Brush cutter or with manually as and when required. Officer-in-Charge may direct for additional operation during this period as per site requirement.

2.11 **Pruning / cutting / shaping:**

Pruning / shaping of shrubs / hedges / edges in desired shape be executed as per recommendations of Officer-in-Charge. Foliage/ twigs must be immediately removed from the site and heaped at one point for disposal within 150 m lead and **dispose the same within a lead of 6Km.**

2.12 **Transportation and disposal:**

Leaves, branches of plants/ trees after the pruning/ cutting/ shaping of plants and mowing of lawns shall be disposed by the contractor at his own cost at the Cochin Port Authority dumping ground or area as pointed out by the Engineer-in-charge.

2.13 Replanting plants in place of decayed one due to negligence of contractors shall be done by the contractor at his own cost.

- 2.14 Cleaning & maintaining the whole works and facilities of the landscaped areas excluding mowing/ grass cutting the lawn area and other areas viz : (i) Harbour House compound, (ii) Marine House compound, including disposing of the rubbish within a lead of 6kms including (a) Proper up keep of lawn by deweeding, manuring etc. (b) Proper up keep of plants by pruning, nursing, mairing etc. (c) Repotting and planting of plants (d) Watering daily except rainy days (e) Any other work connected with the maintenance of landscaped areas etc. (f) Supply of tools/ manure/ materials/labour etc. All the above shall be complete as per detailed specifications and directions of Engineer-in-Charge. Work shall be carried out in all days except Sundays & Holidays.
- 2.15 Cleaning & maintaining the whole works and facilities of the landscaped areas excluding mowing/ grass cutting the lawn area and other areas viz : (i) Administrative blocks compound except the lawn in front of stage, (ii) adjacent to compound wall of AD block, Old CAD and customs House, (iii) triangular and circular traffic islands, (iv) between entrance of Harbour house and garage near Harbour House (v) Port Guest House & Guest House Annex etc. including disposing of the rubbish within a lead of 6kms including (a) Proper up keep of lawn by deweeding, manuring etc. (b) Proper up keep of plants by pruning, nursing, mairing etc. (c) Repotting and planting of plants (d) Arranging flower pots in offices as and when required (e) Watering daily except rainy days (f) Any other work connected with the maintenance of landscaped areas etc. (g) Supply of tools/ manure/ materials/labour etc. All the above shall be complete as per detailed specifications and directions of Engineer-in-Charge. Work shall be carried out in all days except Sundays & Holidays.
- 2.16 Maintaining the landscaped areas/ lawn area/ other areas by mowing/ cutting and removing grass and overgrowth of vegetation at (i) Harbour House compound, (ii) Marine House compound, (ii) Administrative blocks compound except the lawn in front of stage, and (iv) Port Guest House & Port Guest House Annex (v) adjacent to compound wall of AD block, Old CAD and customs House, (vi) triangular and circular traffic islands, (vii) between entrance of Harbour house and garage near Harbour House by mowing/ cutting and removing grass and other over growth and disposing of the rubbish within a lead of 6kms including (a) Proper up keep of lawn and other areas by mowing/ cutting and removing grass and overgrowth of vegetation. (b) Any other work connected with the maintenance of landscaped areas etc. (c) Supply of brush cutter/ Mower/labour etc. All the above shall be complete as per detailed specifications and directions of Engineer-in-Charge. Works shall be carried out as directed by the Engineer-in-charge.

- 2.17 Cleaning & maintaining the whole works and facilities of the landscaped area of the Marine House compound including sweeping and disposing the sweepings, vegetation etc. in the dust bins placed outside the compound including watering in all working days, deweeding at least twice in a month etc. complete. The work should be carried out in all working days.
- 2.18 All the works shall be done as per the direction of the Engineer-in-Charge of the work.

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY

**MAINTENANCE OF LANDSCAPED AND OTHER AREAS AT VARIOUS LOCATIONS
IN W/ISLAND FOR ONE YEAR**

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