



COCHIN PORT TRUST

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**TENDER DOCUMENT FOR MAINTENANCE OF LANDSCAPED AREA AND
SWEEPING & CLEANING OF COPT AVENUE WALKWAY FOR ONE YEAR
(RETENDER)**

TECHNICAL BID (e-Tendering Mode)

Website:www.tenderwizard.com/CPT

CHIEF ENGINEER'S OFFICE

COCHIN PORT TRUST

COCHIN-682009

TENDER No.T6/T-1962/2022-C

PRICE: Rs.750/-+GST @12%(ie, Rs.840/-)

COCHIN PORT TRUST
**TENDER FOR MAINTENANCE OF LANDSCAPED AREA AND SWEEPING &
CLEANING OF COPT AVENUE WALKWAY FOR ONE YEAR (RETENDER)**
(Tender No.T6/T-1962/2022-C)

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SIGNATURE OF TENDERER

COCHIN PORT TRUST

CHIEF ENGINEER'S OFFICE,

COCHIN – 682009

No.T6/T-1962/2022-C

Date:-17/03/2022

1. TENDER NOTICE

1.1 Electronic tenders (e-tenders) in “**Two Cover System**” for “**Maintenance of landscaped area and sweeping & cleaning of CoPT avenue walkway for one year (Retender)**” are invited by the Suptdg. Engineer(CM), Cochin Port Trust, Willingdon Island, Cochin- 9 and will be received **up to 14.30hrs. on 30/03/2022**.The tenders shall be submitted in accordance with the ‘Instruction to Tenderers’ and ‘General Description and Special Conditions of Contract’ etc. as detailed in the Tender Documents. The tenders will be opened by the Suptdg.Engineer, Cochin Port Trust at this office on the same day at **15.00 hrs.**

Estimated cost: Rs.8,89,800/-

1.2 The Tender Document can be down loaded from the e-tendering portal www.tenderwizard.com/CPT from **10.00hrs. on 17/03/2022 to 14.30hrs on 30/03/2022** by making online requisition & submission of Demand Draft / Banker's Cheque for **Rs.750/-+GST @12%(ie, Rs.840/-)** drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, being the cost of single copy of the Tender Document. **Scanned copy of the DD/ Banker's Cheque shall be attached with the e-tender.**

1.3 The Tender Documents are also available at Port's website www.cochinport.gov.in or Government of India (CPP) tender portal for reference.

1.4 The bidders need to obtain the one time User ID & password for log-in to e-Tendering Portal www.tenderwizard.com/CPT from the service provider M/s.KEONICS by paying registration amount of Rs.1124/- through online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”.

1.5 The tender shall be submitted by an individual or by a registered Partnership firm or by a Limited Company. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind the partner in all matters pertaining to the Contract including the arbitration clause, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the tender satisfactory evidence of the authorization. In the case of a Limited

Company the tender should be accompanied by the Memorandum and Articles of Association of the Company. **Joint Venture is not allowed in the tender.**

- 1.6 **The tenders shall be submitted “on line” strictly in accordance with the Instructions to Tenderers and General Description and Special Conditions of Contract given in the Tender Document.** The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender form and EMD; proof of experience, financial details, etc. along with e-tenders.
- 1.7 Original DD / Bankers Cheque towards the cost of tender and EMD, shall be submitted in a sealed cover to the **Suptdg. Engineer (CM), Cochin Port Trust, W/Island, Cochin-682009, KERALA, 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.**
- 1.8 The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. **For further details, please contact e-Tender Help Desk No. 080-40482000/ 9746118529/9605557738.**

1.9 EARNEST MONEY TO BE DEPOSITED

- 1.9.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.8,900/-**. The Earnest Money can be deposited through Demand Draft or Banker’s Cheque or Pay Order from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust. The original DD/Banker’s Cheque/ Pay Order shall be submitted to the Chief Engineer/ Dy.CE/SE, Cochin Port Trust, Cochin-9, before opening time of the tender. Scanned copy of the DD/ Banker’s Cheque/ Pay Order shall be attached with the tender submitted “online”. The Earnest Money deposited will not carry any interest.

1.10 Tender Submission/Opening:

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

Description of activity	Schedule time	Venue
a)Last date & time for submission of tenders	14.30 hrs on 30/03/2022	-----
b)Public opening of Tenders	15.00 hrs on 30/03/2022	Chief Engineer’s Office

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

1.10.3 Technical Bid & Price Bid shall be submitted only ‘Online’. The name and address of the tenderer shall be necessarily entered in the space provided in ‘Price Bid’.

1.11 The right of acceptance of tender will rest with Port Trust Board who does not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all of the tenders received without assigning any reason.

1.12 The Chief Engineer/ Dy. CE/ Suptdg. Engineer or his duly authorized assistant will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative. In the event of a tender being rejected, the Earnest Money paid with such unaccepted tender shall be refunded to the tenderer by the Financial Adviser and Chief Accounts Officer direct.

1.13 i) The tenderer should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 60 days for which request in writing/ telefax/e-mail by the Chief Engineer before the expiry of the original validity would be sufficient intimation. The receipt of the intimation of the Chief Engineer should be acknowledged.

ii) Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the Earnest Money deposited by the tenderer shall be forfeited.

1.14 The tenderer shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.

1.15 The tenderer shall be deemed to have full knowledge of all documents, site, etc. whether he has inspected them or not. The submission of a tender by tenderer implies that he has read this notice and General Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender.

1.16 Securities:

1.16.1 Security Deposit (SD) shall be 3% of the Contract value or value of the work done whichever is higher and it shall consist of the following:

a) **Performance Security** 3% of contract value payable on award of the work.

B) **Retention Money:** NIL

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

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

1.16.2 **Performance Security:** The Performance Security retained till end of Contract Period shall be 3% of Contract Value or Cost of Work Done, whichever is higher. So, initially 3% of the Contract value shall be furnished as Performance Security.

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

1.16.3 The Security Deposit/ Performance Security @ 3% of the value of the contract awarded, shall be furnished by the Contractor to the Employer, not later than **21 days** from the date of letter of acceptance or such extension of that period as may be permitted by the Engineer in writing, and shall be furnished in one of the following forms:

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

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

1.16.4 The Security Deposit/ Performance Security retained till end contract Period shall be 3% of Contract Value or Cost of Work Done, whichever is higher. So, initially 3% of the Contract value shall be furnished as Performance Security. The BG furnished towards the Performance Security shall be released/ refunded to the contractor within 14 days from the date of payment of final bill. The BG furnished towards Performance Security shall be valid for a period covering the contract period stipulated as per the terms of the Contract.

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

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

1.16.7 Deleted.

1.16.8 **The Performance Security retained till end of Contract period shall be 3% of Contract Value or Cost of Work Done, whichever is higher.**

- 1.16.9 If the Cost of Work done exceeds the Contract Value, the total amount retained as Security Deposit considering the Performance Security initially submitted together with the Additional Security Deposit recovered from the running account bills, shall amount to 3% of the Cost of Work done.
- 1.17 EMD shall be refunded to the Contractor on acceptance of Performance Security and entering into agreement.
- 1.18 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the Contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of the Contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, the Board shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.
- 1.19 **Signing of Agreement:**
- 1.19.1 The successful tenderer will be required to execute within **21 days** from the date of receipt of work order, an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental form, consisting of:
- a) The Tender Notice, all the documents including additional conditions/specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to, and
 - b) General Conditions of Contract-2016 (GCC), for the due and proper fulfillment of the Contract.
- 1.19.2 The Contractor shall make 10 copies of the Agreement and submit to CoPT within 7 days following the date of signing of Agreement.
- 1.20 Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Port.
- 1.21 Failure to comply with conditions **1.13, 1.16 and 1.19** above will entail forfeiture of the Earnest Money.
- 1.22 Tenders received shall be considered for acceptance, only if it meet the Minimum Qualification Criteria stipulated below:

Minimum Qualification criteria required for considering tenders:

- (i) **Experience:**

The tenderer should have successfully completed at least:
one similar work of value not less than Rs.7.12 lakhs

OR

two similar works, each of value not less than Rs.4.45 lakhs

OR

three similar works, each of value not less than Rs.3.56 lakhs,
during the preceding seven years ending 28th February 2022.

Explanatory notes:

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

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

(ii) **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2021 shall not be less than Rs.2.67 lakhs.

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

- 1.23 Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
- 1.24 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 1.25 The tenderer shall specify the PAN No. allotted to him so that Chief Engineer/ Executive Engineer can ascertain his liability to the Income Tax Department.
- 1.26 The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- 1.27 Tender Documents can be seen at Chief Engineer's Office during working hours on all days except on Sundays, second and fourth Saturdays and Public Holidays.
- 1.28 The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme, as applicable under the act.**

If the number of employees proposed to be engaged in the work is less than the threshold limit under ESI/ EPF act, an undertaking to this effect shall be included in the tender submission.

1.29 **Taxes and Duties:**

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

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

Chief Engineer

Cochin Port Trust

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

2. TENDER FOR WORKS

To

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

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

MEMORANDUM

- a) General description of work : **Maintenance of Landscaped area and sweeping & cleaning of CoPT Avenue Walkway for one year (Re tender).**
- b) Estimated cost : **Rs. 8,89,800/-**
- c) Earnest Money : **Rs. 8,900/-**
- d) Security Deposit : 3% of the value of the Contract awarded or value of the work done whichever is higher. (Performance Security @ 3%)
- e) Percentage, if any, to be deducted from the bills : In case, Where the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be deducted from the RA Bills, while making payment, which will be released along with the Performance Security only.
- f) Time allowed for commencement of work from the date of receipt of work order : 7 days
- g) Time allowed for the work from the date of commencement of work : 1 Year
- h) Schedule, specifications, conditions, drawings etc. : As per "Contents" sheet attached.

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

Dated the day of 2022

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 of2022.

Dated.....

**Chief Engineer
Cochin Port Trust**

3. CONTRACT DATA

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

Sl. No.	Description	Reference Cl.No. of GCC
1	<i>The following documents are also part of the Contract</i>	N/A
	The Schedule of other Contractors ----- i)	(8.2)
2	The Employer is	(1)
	The Board of Trustees, Cochin Port Trust, Cochin -9	
	Name of Authorized Representative:	
	Name: Smt.M.Beena, Chairperson, Cochin Port Trust, Cochin -9.	
3	The Engineer is:	
	Name : Shri. Paritosh Bala, Chief Engineer, Cochin Port Trust, Cochin-9.	
	The Nominee/ Engineer-in-Charge is:	
	Name : Sri.Paritosh Bala	
4	Name of Contract: “Maintenance of Landscaped area and sweeping & cleaning of CoPT Avenue Walkway for one year (Retender). Tender No : T6/T-1962/2022-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 : Chief Engineer’s Office, Cochin Port Trust, W/Island, Cochin – 682009, KERALA.	(7.2)

Sl. No.	Description	Reference Cl.No. of GCC
7	The Intended Completion Date for the whole of the Work is 12 months with the following milestones:	(17.28)
8	Milestone dates:	
	Physical works to be completed	
	12 months	7 days
9	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> (1) Form of Agreement (2) Letter of Acceptance (3) Contractor's Bid (4) Contract Data (5) General Conditions of Conditions of Contract (GCC) (6) Instructions to Tenderers (7) General Description and Special Conditions of Contract (8) Detailed Specifications for Materials and Works (9) Drawings (if any) (10) Schedule of quantities and (11) Any other documents listed in the Contract Data as forming part of the Contract. (12) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent 	(2.3)
10	The Contractor shall submit a Program for the Works within 7 (Seven) days of date of the Letter of Acceptance.	(27)
11	<p>The site possession date: The site will be handed over within 7 (Seven) days after receipt of LoA and the site is free from encumbrances.</p>	(21)

Sl. No.	Description	Reference Cl.No. of GCC
12	The Start Date shall be within 7 (Seven) days from the date of receipt of the Letter of Acceptance (LoA) by the Contractor.	(1)
13	The site is located at W/ Island	
14	The Defects Liability Period is :	(35) N/A
15	The minimum insurance cover for physical property, injury and death is Rs....lakh (Rupees...lakhs) per occurrence with the number of occurrences unlimited. After each occurrence, Contractor will pay additional premium necessary to make insurance valid always.	(13) N/A
16	The following events shall also be Compensation Events: -----	(44) N/A
17	The period between Programme updates shall be 30 days	(27) N/A
18	The amount to be with held for late submission of an updated Programme shall be Rs..... (Rupees.....)	(27) N/A
19	The language of the Contract documents is English.	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is Indian Rupees.	(46)
22	The proportion of payments retained (Retention Money) shall be 5% from each bill subject to a maximum of 5% of the Contract price or value of the work done whichever is higher.	(48) NA
23	The maximum amount of Liquidated Damages for the whole of the works is 10% of the Contract Price.	[49]
24	The amounts of the advance payments : The advance payments as applicable to the Contract are: -----	[51] N/A
25	Repayment of advance payment for mobilization : ----- ---	[51] N/A
26	Repayment of advance payment for Construction and Equipment: -----	[51] N/A
27	Repayment of Secured Advance: -----	N/A

Sl. No.	Description	Reference Cl.No. of GCC
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.	(58) N/A
29	The amount to be withheld for failing to supply “As Built Drawings” and/or operating and maintenance manuals by the date required is Rs..... (Rupees -----)	(58) N/A
30	Schedule of Rates Applicable: CPWD DSR 2018 + 55% Cost Index x 0.8768.	
31	<p>Base Rate for materials to be considered for price variation :-----</p> <p>(i) Cement consumed for various items of work : Rs..... per tonne</p> <p>(ii) Reinforcement steel used under various items : Rs..... per tonne</p> <p>(iii) Structural Steel used under various items: Rs..... per tonne</p> <p>(iv) Bitumen under various items in: Rs..... per tonne</p> <p>(v) Bitumen Emulsion (MS&RS) under various items in: Rs..... per tonne</p>	<p>(47)</p> <p>N/A</p> <p>N/A</p>
32	<p>Permissible wastage on theoretical quantities of</p> <p>(a) Cement : 2%</p> <p>(b) Steel Reinforcement and structural steel sections for each diameter, section and category : 5.99%</p> <p>(c) Bitumen/Bitumen Emulsion : 2.5%</p>	<p>(47)</p> <p>N/A</p>

4. INSTRUCTIONS TO TENDERERS

- 4.1 Electronic Tenders (e-tenders) on percentage basis under “Two Cover system” are invited for **“Maintenance of Landscaped area and sweeping & cleaning of CoPT Avenue Walkway for one year (Retender).”**
- 4.2 The tenderer shall submit the tender Cover-A (Hard Copy of EMD & Cost of Tender form). 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 as described in Clause 1.9.1 of Tender Notice & Cost of Tender form as mentioned in Clause 1.2 of Tender Notice shall be submitted **within 3 (THREE) working days from the Bid Due date**.

4.5.2 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.**

4.5.3 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 PRE-QUALIFICATION CRITERIA

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

(i) **Experience :**

The tenderer should have successfully completed at least one similar work of value not less than Rs.7.12 lakhs

OR

two similar works, each of value not less than Rs.4.45 lakhs

OR

three similar works, each of value not less than Rs.3.56 lakhs, during the preceding seven years ending 31st January 2022.

Explanatory notes:

- a) Similar work(s) means “*Civil Maintenance Works/ Horticultural works/ Landscaping works.*”.
- b) Copy of completion certificates of each work issued by the owner/ responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved

specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.

- c) The experience certificate of works executed in private sectors/organisations, shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- d) The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or sub Contractor. The sub-Contractor shall be an authorized and approved sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.
- e) Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

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

(ii) **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2021 shall not be less than Rs.2.67 lakhs.

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

4.7. OPENING AND EVALUATION OF TENDERS

4.7.1 Technical Bids of the tenders received shall be opened at 15.00 hrs. on **30/03/2022**, the last date fixed for receiving the bid, in the SE's chamber in the presence of the tenderers or their representatives as may be present.

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 Trust, Cochin-682009 shall be the deciding authority with regard to the intention of the document which will be binding on the tenderer/ Contractor.

4.8.7 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 Trust shall have the right to omit or Suspend certain items of work or revise or amend the Tender. Documents at any time prior

to the due date of submission of the tender. Such revisions or amendments or extensions if any, shall be communicated to all the bidders who have downloaded the Tender Documents, in the form of an addendum by telefax /e- mail / writing. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of tender.

4.8.9 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 Trust directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.

SIGNATURE OF TENDERER.

5.GENERAL DESCRIPTION AND SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

1.1 Cleaning & maintaining the landscaped areas and sweeping and cleaning of paved walkway by the side of NH 966B between BOT Bridge & Kannagattu bridge.

1.2 Work Consists the following:-

(a) Watering the landscaped area/ Lawn area and plants using water supplied by the department free of cost including cost of all labour, equipments, consumables etc. complete as per detailed specifications and directions of the Engineer-in-charge (Watering shall be carried in all days except Sundays/ holidays / rainy days).

(b) Maintaining and upkeeping the whole area by deeweeding, cutting/ Pruning the unwanted tree branches and plants, nursing the lawn and other plants, sweeping the paved and other areas, transporting the garbage, vegetations, sweepings and disposing the same etc. complete as per detailed specification and the direction of the Engineer-in-charge.

(c) Maintaining and up keeping the whole area by cutting/ mowing the lawn area and other overgrowth of vegetation by using good quality brush cutter/ including cost of all labour, equipments, consumables etc. complete as per detailed specification and directions of the Engineer-in-charge. (Work shall be carried out as and when required to keep the lawn area like a green carpet)

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. MATERIALS / FACILITIES TO BE PROVIDED BY DEPARTMENT

3.1 Land will be made available to the contractor for setting up site office, stores etc. and as work area adjacent to the work site.

3.2 Water will be supplied free of cost from by the department.

3.3 Electric power can be supplied from the nearest tapping point of the Port in the area. The cost of drawing temporary lines/ cables/ providing switches and making connection and metering arrangements etc, shall be borne by the Contractor. For the power supplied by the Port, energy charges at prevailing rates will be levied. The power supply shall in general be subject to rules & regulations of the Port's Electrical department. Temporary lines and connections by the contractor shall be got approved by authorized agencies before drawing power.

4. CONTRACTOR'S RESPONSIBILITY

4.1. All tools and equipments required for the maintenance shall be provided by the

contractor at his own cost.

- 4.2 Contractor shall make his own arrangements for transport of water from the point of supply for watering purpose. Contractor shall have to make necessary arrangements to collect and store required quantity of water when it is made available at intervals. Contractor shall have no claim for compensation due to this intermittent supply.
- 4.3 All labour, skilled or unskilled shall be provided by the Contractor. Settling any dispute with the labour will be Contractor's responsibility. Insurance as per Indian Workmen's Compensation Act for the Contractors' workmen and Public Liability Policy shall be provided by the Contractor at his own cost.
- 4.4 The quantities given in the schedule of quantities are only approximate and payment will be made as per actual area maintained.
- 4.5 The maintenance work shall be completed in accordance with the provisions under Memorandum.
- 4.6 The maintenance work may entail working in monsoon period also. The contractor shall take such an eventuality into consideration while quoting for the work. No extra rate will be admissible for the maintenance work in monsoon. During monsoon and other periods it shall be contractor's responsibility to keep the area free from water at his own cost.
- 4.7 The contractor shall be fully responsible for proper upkeep of the various items provided under landscaping and if any damage occurs to any of these, due to negligence/ lapses on the part of the contractor, the losses shall be made good by him as directed by the Engineer-in-Charge. The decision of the Engineer-in-Charge as to the cause of damage shall be final and binding on the contractor.
- 4.8 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.
- 4.9 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.
- 4.10. 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.

- 4.11. 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.
- 4.12. The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 4.13. The contractor shall take all precautions for not to damage any cables, pipelines etc. passing through the area of work.
- 4.14. **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.**
- 4.15. **The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme, as applicable under the act.**

If the number of employees proposed to be engaged in the work is less than the threshold limit under ESI/ EPF act, an undertaking to this effect shall be included in the tender submission.

- 4.16. 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. TERMS OF PAYMENT

- 5.1. For the maintenance, which will include watering, dewatering, cutting and removing grass etc. **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.

5.2 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.

5.3. 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.

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.

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

5.5 Clause-26 of GCC- 'Computerized 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.

6. **WORKING TIME**

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

7. **RATES FOR VARIOUS ITEMS**

The rate specified for each item shall be all inclusive value of the finished work, income tax but excluding GST.

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

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

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

SIGNATURE OF TENDERER

6. DETAILED SPECIFICATIONS FOR 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 maintenance & upkeep of the walkway, lawn, plants like sweeping to keep all the area free from dry leaves, paper, plastic and other waste materials, watering, deweeding, cutting & removal of grass, cutting / pruning of unwated tree branches & plants, cleaning the entire area, sweeping and upkeeping the paved walkway etc. and disposing the rubbish, sweepings, tree branches, vegetations and other waste materials to the nearest dust bin.
- 1.3 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.

2. TECHNICAL SPECIFICATIONS

2.1 Watering:

During summer period, (October to May), contractor has to water to the lawn area and beds, plants, tree saplings etc. in all days except Sundays, Holidays & rainy days with the help of sprinkler system or PVC hose pipes or any other means using the Pumps provided at walkway area. However during monsoon, Engineer -in - charge may direct the contractor for watering as and when required. Water shall be given free of cost by CoPT. The contractor shall take utmost care to water the lawn area, plants, trees as and when required during all the season.

- 2.2 **Damages if any caused to the lawn area, plants, trees etc. due to non- watering shall be viewed seriously and appropriate action as decided by the Engineer-in-chare shall be taken against the contractor.**

2.3

- 2.4 Periodic removal of weeds, dry leaves and any foreign materials shall be done as and when required as directed by the Engineer-in-charge.

2.5 De-weeding:

For the management of lawns, walkways, footpaths, sides of roads etc. de-weeding should be done as and when required or as directed by the Engineer-in-charge to keep the lawn area, foot paths, paved walkways, parking areas, sides of road etc. free from unwanted vegetation growth.

De-weeding of ground cover beds, creepers, shrubs should be done once in month or as and when required or as directed by the Officer-in charge. Weeds should not be conspicuous.

2.6 Cutting of Lawns:

Grass should be cut uniformly & the bed should appear as a GREEN CARPET. The grass clippings should be immediately collected and stacked with in 150 m lead and **disposed off the same** as directed. Contractor should arrange for advanced motor operated weed cutters. Officer-in-Charge may direct for additional operation as per site requirement.

- 2.7 **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.
- 2.8 **Sweeping the Whole area:**
Sweeping the whole area including lawn area, paved foot paths, paved walk way, parking areas, steps, sides of road etc. by sweeping, cleaning cleaning the access holes for draining of water, uprooting of vegetation such as grass, weeds etc. from the whole area including disposing the sweepings/ rubbish.
Sweeping shall be carried out in all days except Sundays/ Holidays to keep the entire walkway area free from waste materials.
Contractor shall be vigilant on all the time during the contract period for keeping the whole area free from waste materials.
- 2.9 Electric power can be supplied from the nearest tapping point of the Port in the area. The cost of drawing temporary lines/ cables/ providing switches and making connection and metering arrangements etc, shall be borne by the Contractor. For the power supplied by the Port, energy charges at prevailing rates will be levied. The power supply shall in general be subject to rules & regulations of the Port's Electrical department. Temporary lines and connections by the contractor shall be got approved by authorized agencies before drawing power. Cost of electricity consumed will be paid to the contractor as per the rate specified in the Schedule.
- 2.10 All the works shall be done as per the direction of the Engineer-in-Charge of the work.

SIGNATURE OF TENDER