



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

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**TENDER DOCUMENT FOR RECTIFICATION TO THE SERVICE ROAD
(NORTHERN SIDE) NEAR KALAMUKKU JUNCTION BY PROVIDING
INTERLOCKING TILES (RETENDER)**

TECHNICAL BID (e-Tendering Mode)

Website:www.tenderwizard.com/CPT

**CHIEF ENGINEER'S OFFICE
COCHIN PORT AUTHORITY
COCHIN-682009**

TENDER No.T6/T-2003/2024-C

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

COCHIN PORT AUTHORITY

TENDER FOR ‘RECTIFICATION TO THE SERVICE ROAD (NORTHERN SIDE) NEAR KALAMUKKU JUNCTION BY PROVIDING INTERLOCKING TILES’ (RETENDER).

(Tender No.T6/T-2003/2024-C)

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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-2003/2024-C

Date : 05/04/2024

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 “**Rectification to the service road (Northern side) near Kalamukku Junction by providing interlocking tiles (Retender)**”.

1. **Minimum Eligibility Criteria:**

a) **Experience**

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

i) Three Similar Works each costing not less than **Rs.2.30 lakhs**

(OR)

ii) Two Similar Works each costing not less than **Rs.2.88 lakhs**

(OR)

iii) One Similar Work costing not less than **Rs.4.60 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.1.73 lakhs.**

Explanatory Notes to a) & b) :

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

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

Table 1

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

- v. **Financial Turnover:**
In proof of Financial Turnover Audited Annual Accounts Statements (Balance Sheet & Profit & Loss Account Statement) & Turnover Certificate signed by the Chartered Accountant or IT returns duly acknowledged by the Income Tax department along with Computation Statement signed by the Chartered Accountant, for the last three years ending on 31st March 2024 shall be produced by the tenderer.

2. Other Eligibility Considerations

- 2.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, disqualifications/black listing/ debarring by Govt. departments etc.

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

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

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

Table 2

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	05-04-2024
2	Download period of Bid Documents	05-04-2024 to -04-2024
3	Date of Pre-Bid meeting	Not Applicable
4	Last date for seeking clarification	18 -04-2024
5	Last date and time of submission of Bid	25-04-2024 up to 14.30 hrs
6	Date and time of opening the Bid	25-04-2024 after 15.00 hrs

ii) Bid information :

Table 3

i)	Estimated Amount put to Tender	: Rs.5,75,050/-
ii)	Earnest Money Deposit	:Rs.11,510 /- furnished through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA from any Nationalised Bank/ Scheduled Bank in India or through RTGS/NEFT mode.
iii)	Cost of Bid document	Rs.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, ot through RTGS/NEFT mode. being the cost of single copy of the tender document
iv)	Validity period of Tender	120 days from the Last Date of Submission of Bid.
v)	Time for Completion	2 Months from date of commencement of the work

4. This work essentially comprises of the following:

i. Earth Work excavation.

- ii. Disposal of building rubbish
 - iii. Providing and laying Wet Mix Macadam (WMM).
 - iv. Providing and laying 100mm thick Cement Concrete paver block.
5. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/CPT on the dates specified in Table 2 given above by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Govt. tender website, www.eprocure.gov.in, which can be downloaded for submission. The cost of bid document and EMD shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPA or through RTGS/NEFT mode. The bidder shall submit the Originals of (i) DD / Bankers Cheque towards the cost of tender document and EMD and (ii) Power of Attorney in favour of signatory(s) to the tender if applicable, with letter of submission in a sealed cover to the Dy. Chief Engineer, Cochin Port Authority, W/Island, Cochin-682009, Kerala, within 3 (Three) working days from the date of opening of the bid. Non submission of original financial document towards cost of tender document and EMD within 3 (Three) working days from the date of opening of the bid, will make the tender liable for rejection, and such tenders would not be evaluated further.
6. The bidders need to obtain the one time User ID & password for log-in to in e-**Tendering** system from the service provider **KEONICS** by paying registration amount of **Rs.1124/-** by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
7. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No.080-40482000 / 9746118529 / 9605557738.
8. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document.
9. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the bidders etc., if any, issued by the Employer, from the website before submission of the bid. **Any shortfall in uploading the said Addenda/ Amendments/ Errata/ Replies to the queries of Tenderer etc. duly signed along with the downloaded documents while uploading the Tender will render the Tender incomplete and incomplete Tender Documents may be rejected.**
10. All Bids are to be submitted **online only** on the website www.tenderwizard.com/COPT. No Bids shall be accepted off-line (Hard copy).
11. Original DD / Bankers Cheque towards the cost of tender and EMD, shall be submitted in a sealed cover to the **Dy. Chief Engineer I, COCHIN PORT 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.5,760/-**
- 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 I, Cochin Port Authority, Cochin-9, **within 3 (THREE) working days from the date of opening of the bid.** 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 Bank details of Cochin Port Authority are given below.
- | | | |
|----------------------|---|--------------------------|
| Name of bank | : | State Bank of India |
| Name of Branch | : | Cochin Port Trust Branch |
| IFSC Code | : | SBIN0006367 |
| Account No | : | 41401802288 |
| Account Holders Name | : | Cochin Port Authority |
- 13.4 EMD of L1 & L2 bidder shall be refunded to the respective bidders on submission and acceptance of Performance Security and entering into agreement by the L1 Bidder. EMD of other bidders will be refunded immediately after finalization of the bid.
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.
15. **Securities:**
- 15.1 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.
- 15.2 **Performance Security:** The Performance Security retained till end of Defect Liability period (1 year from the date of completion of work) shall be 5% of Contract Value or Cost of Work Done, whichever is higher. So, initially 5% of the Contract value shall be furnished as Performance Security.

- 15.3 The Security Deposit/ Performance Security @ 5% of the value of the contract awarded (Rounded off to the nearest Rs.1000/-), shall be furnished by the Contractor to the Employer, not later than 14 days from the date of receipt of letter of acceptance or such extension of that period as may be permitted by the official of Cochin Port writing, and shall be furnished in one of the following forms:
- i) Banker's Cheque / Demand Draft of a Scheduled Bank/ online payment through RTGS/NEFT. If online payment is made, the evidence thereof shall be submitted to the office.
 - ii) An irrevocable Bank Guarantee(BG) enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India as per the prescribed proforma.
- 15.4 **The BG furnished towards the Performance Security shall be valid until a date 30 days from the day of expiry of the Defect Liability Period stipulated as per the terms of the Contract.**
- 15.5 If Performance Security is not furnished within the period as specified above or such extension of that period as may be permitted by the official of Cochin Port Authority in writing, Cochin Port Authority at its discretion may cancel the Letter of Acceptance without paying any compensation to such bidder, and in addition to forfeiture of EMD. In addition, such bidder shall not be eligible to participate in the tenders invited by COCHIN PORT AUTHORITY for a period of **Two Years from the date of such cancellation of Letter of Acceptance.**
- 15.6 **Retention Money:** Retention Money @ 5% shall be retained from each payment due to the Contractor.
- 15.7 Retention Money shall be deducted at 5% of the gross amount of the bill from the first Running Account bill onwards till the recovered sum alongwith 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.**
- 15.8 If the Cost of Work done exceeds the Contract Value, the total amount retained as Security Deposit considering the Performance Security initially submitted together with the Retention Money recovered from the running account bills, shall amount to 10% of the Cost of Work done.
- 15.9 In cases where cost of Work done exceeds the Contract Value while releasing the Retention Money after payment of Final Bill, only 5% cost of Work Done is released, instead of the entire Retention Money recovered from the bills. The balance amount shall be retained; to make up for the shortage in the Performance Security, upto the completion of Defects Liability Period.
- 16 In the event of the tenderer, after the issue of the communication of acceptance of offer by Cochin Port Authority, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the Contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of the Contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, Cochin Port

Authority shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.

17 **Signing of Agreement:**

17.1 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.

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

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

19 Failure to comply with conditions **3ii(iv), 16 and 19** above will entail forfeiture of the Earnest Money.

20 **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.**

21 The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which shall be binding on all bidders. It is not mandatory for Cochin Port to accept the bid of the Lowest Bidder, and Cochin Port at its discretion may accept the bid of any bidder, without mentioning any reason.

22 CoPA will determine whether the Tender is substantially responsive to the requirements of the Tender documents. For the purpose of this clause a substantially responsive Tender is one which inter alia conforms to all the terms, general conditions and specifications of the Tender documents and technically suitable. The Tenderer shall carefully submit all the documents as required under the Tender failing which the offer is liable to be treated as non-responsive. A Tender which, in relation to the cost estimates of CoPA, is seriously unbalanced

- may be rejected as non-responsive. The Tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
- 23 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 24 **Taxes and Duties:**
- 24.1 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.
- 24.2 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.
- 24.3 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.
- 25 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.
- 26 This Tender Notice shall form part of the Contract.

Sd-

**Dy. Chief. Engineer I
COCHIN PORT AUTHORITY
FOR AND ON BEHALF OF THE BOARD OF MAJOR PORT
AUTHORITY FOR COCHIN PORT**

2. TENDER FOR WORKS

To

**The Board of
Major Port Authority
for Cochin Port
Through
The Chief Engineer
Cochin Port Authority, Cochin-9**

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

MEMORANDUM

- a) General description of work : **Rectification to the service road (Northern side) near Kalamukku Junction by providing interlocking tiles (Retender)**
- b) Estimated cost : **Rs.5,75,050/-**
- c) Earnest Money : **Rs.11, 510 /-**
- 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 work 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 : **2 (Two) Months**
- 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 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 2024

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

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

Dated theday of2024.

Dated.....

Chief Engineer

COCHIN PORT AUTHORITY

3. CONTRACT DATA

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

Sl. No.	Description	Reference Clause No. in GCC																
1	<i>The following documents are also part of the Contract</i>																	
	The Schedule of other Contractors	(8.2)																
	The Schedule of Key personnel – As per Tender	(9)																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Qualification of Staff</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Min. Experience (Years)</th> <th style="text-align: center;">Rate of recovery in case of non-compliance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Graduate Engineer</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> <tr> <td style="text-align: center;">or</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Diploma Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</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	Graduate Engineer	1	2	Rs.15,000/- p.m	or				Diploma Engineer	1	5	Rs.15,000/- p.m	
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non-compliance															
Graduate Engineer	1	2	Rs.15,000/- p.m															
or																		
Diploma Engineer	1	5	Rs.15,000/- p.m															
2	The Employer is:	(1)																
	The Board of Major Port Authority for Cochin Port, COCHIN PORT AUTHORITY, Cochin -9.																	
	Name of Authorized Representative:																	
	Name : Sri. B.Kasiviswanathan, IRSME, Chairperson, Cochin Port Authority, Cochin -9.																	
3	The Engineer is																	
	Name : Sri. Sathyan.A.G, Chief Engineer (i/c) Cochin Port Authority, Cochin-9.																	
	Name of Nominee/Engineer-in-Charge: Name: Sri. Johny.M.V, Exe. Engineer-I																	

Sl. No.	Description	Reference Clause No. in GCC	
4	<p align="center">Name of Contract- Rectification to the service road (Northern side) near Kalamukku Junction by providing interlocking tiles (Retender).</p> <p>Tender No. T6/T-2003/2024-C</p>	(1)	
5	10 copies of Contract Agreement shall be furnished by the Contractor	(7.1)	
6	<p>Tender document and other data are available at Cochin Port web site, Government of India CPP Portal and e – tendering portal.</p> <p>www.cochinport.gov.in</p> <p>www.eprocure.gov.in</p> <p>www.tenderwizard.com/CPT</p>	(7.2)	
7	The Intended completion date for the whole of the Work is 30 days with the following milestones:	(17,28)	
8	Milestone dates:		
	Physical works to be completed		Period from the date of receipt of LoA to proceed with the work
	2 months		7 days
9	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> (1) Agreement (2) Letter of Acceptance (3) Bill of quantities (4) Contractor’s Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) General Conditions of Contract (8) General Description and Special Conditions of Contract (9) Technical Specifications 	(2.3)	

Sl. No.	Description	Reference Clause No. in GCC
	(10) Drawings if any and (11) Any other documents listed in the Contract Data as forming part of the Contract.	
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)
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: One year from the date of completion of the work.	(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. - NA	(48)
23	The maximum amount of Liquidated Damages for the whole of the works is 10% of the Contract Price.	(49)
24	The amounts of the advance payments :	(51)

Sl. No.	Description	Reference Clause No. in GCC
	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)
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)

4. INSTRUCTIONS TO TENDERERS

- 4.1 Electronic Tenders (e-tenders) on percentage basis under “Two Cover system” are invited for **“Rectification to the service road (Northern side) near Kalamukku Junction by providing interlocking tiles (Retender)”**.
- 4.2 The tenderer shall submit the tender Cover-A (Hard Copy of EMD & Cost of Tender form) **within 3 (THREE) working days from the date of opening of the bid**. All the Technical Bid documents & Price Bid shall be submitted **“online”**.
- 4.3 The Tender Document will be available as three separate files in the e-tendering Portal:
- i. A. Technical Bid Documents (as per Sl. No 1 to 7 of the Contents sheet)
 - ii. B. Price Bid: Schedule of quantities of Work- Schedule-A and
 - iii. C. General Conditions of Contract-2016
- 4.4 The tenderer shall upload the documents indicated in 4.3 (i) & (iii) above and also the Schedule of Quantities(Percentage) [as per Cl.4.3(ii), duly filled in, **“online”**].

4.5 SUBMISSION OF TENDERS

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

4.5.2 Technical Bid (Online mode)

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

- a) A covering letter from the tenderer enlisting the enclosures/ attachments.
 - b) Original Tender Document (Technical Bid) except Schedule of Quantities.
 - c) Copy of the documents in proof of fulfillment of the Minimum Qualification Criteria.
 - d) Copy of PAN Card, ESI/EPF & GST Registration documents.
 - e) Copy of Authorisation documents of Signatory of the bid in case of Registered Partnership firm / Limited company
 - f) Partnership deed or Memorandum and Article of Association of the company and registration certificate of the company as the case may be.
 - g) Any other relevant document.
- 4.5.2.3 Scanned copies of all documents as per Clause 4.5.2, EMD and Cost of Tender Form shall be submitted as “Technical Bid”.
- 4.5.2.4 Departmental Tender Document (except Schedule of Quantities), along with scanned copies of Cost of Tender form, EMD and other documents as per Clause 4.5.2 shall be submitted **‘online’** before 14.30 hrs of opening date of the Tender. **In no case shall filled in Price Bid - Schedule of Quantities be submitted in hard copy, as it shall result in rejection of the tender.**

4.5.3 Price Bid:

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

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

4.6 **Minimum Eligibility Criteria: The bidders eligible for participating in the tender may be Individual, Proprietorship, Registered Partnership firms, L.L.P, Company or JV. The proof thereof shall be submitted**

a) Experience

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

i) Three Similar Works each costing not less than **Rs.2.30 lakhs**
(OR)

ii) Two Similar Works each costing not less than **Rs.2.88 lakhs**
(OR)

iii) One Similar Work costing not less than **Rs.4.60 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.1.73 lakhs**.

Explanatory Notes to a) & b) :

- i. Similar work(s) means “***Civil Construction work / Civil Repair Works / Road construction works / Road repair 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 employer/owner/ responsible officer of the employer/owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
- iii. The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or Sub Contractor. The Sub-Contractor shall be an authorized and approved Sub-Contractor by the Employer of the work(s) against which the tenderer

has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a Sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.

- iv. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

Table 1

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

v. Financial Turnover:

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

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

4.7. OPENING AND EVALUATION OF TENDERS

4.7.1 Technical Bids of the tenders received shall be opened at 15.00 hrs. on **25/04/2024**, 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 Authority, Cochin-682009 shall be the deciding authority with regard to the intention of the document which will be binding on the tenderer/ Contractor.

4.8.7 Any error in description, any omissions there shall not vitiate the Contract or release the Contractor from the execution of whole or any part of the works comprised therein according to specifications or from any of his obligation under the Contract.

4.8.8 The Chief Engineer, Cochin Port Authority shall have the right to omit or Suspend certain items of work or revise or amend the Tender. Documents at any time prior to the due date of submission of the tender. Such revisions or amendments or extensions if any, shall be communicated to all the bidders who have downloaded the Tender Documents, in the form of an addendum by telefax /e- mail / writing. In order to afford the Bidders with reasonable time to take addendum into

account, or for any other reason, the Port Authority may, at its discretion, extend the due date for submission of tender.

4.8.9 All payments due to the Contractor under this Contract will be made in Indian Rupees only.

4.8.10 Tenders received after the date specified for submission shall not be opened.

4.8.11 The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to by the Chief Engineer, Cochin Port Authority directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Authority by the issuing bank.

SIGNATURE OF TENDERER.

5. GENERAL DESCRIPTION AND SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

1.1 The proposed work is for “**Rectification to the service road (Northern side) near Kalamukku Junction by providing interlocking tiles (Retender)**”. The work consists of the following:

- i. Earth Work excavation.
- ii. Disposal of building rubbish
- iii. Providing and laying Wet Mix Macadam (WMM).
- iv. Providing and laying 100mm thick Cement Concrete paver block..

1.2 The work shall be meticulously planned in consultation with the departmental supervisory staff and nearby users, so that minimum inconvenience is caused to the functions of the wharf.

2. WORK SITE

The work has to be carried out is near Kalamukku junction of Puthuvypeen. The site is accessible through road. Security rules and regulations including obtaining passes etc. for work are to be observed by the contractor.

3. TIME SCHEDULE AND MONITORING OF PROGRESS

3.1 The tenderer shall prepare and attach with the tender a detailed work schedule indicating key activities and critical items for completing the work within the stipulated Contract period of **2 Months**. This time schedule will form the basis for monitoring the progress of work.

4. MATERIALS / FACILITIES TO BE PROVIDED BY DEPARTMENT

4.1. CONTRACTOR'S WORK AREA

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

5. CONTRACTOR'S RESPONSIBILITY

5.1 The tenderer shall visit the area before tendering. It will be deemed that the tenderer has visited the site and studied the site conditions before submitting the tender. The tenderer should get himself acquainted with the nature and extent of the work. No claim whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work or carriage of materials etc.

5.2 All materials, plants and equipments, required for the work shall be provided by the Contractor at his own cost, and shall conform to relevant I.S. Specification unless otherwise specified.

5.3 Samples of all materials, to be incorporated in the work shall be got approved by the Engineer's Nominee before procurement.

5.4 The Contractor shall thoroughly study the specifications and errors / omissions/modifications if any shall be brought to the notice of the Engineer –

- in-Charge well in advance so that a final decision in the matter could be given in time.
- 5.5 All labour, skilled or unskilled shall be provided by the Contractor. Settling any dispute with the labour will be Contractor's responsibility. Insurance as per Indian Workmen's Compensation Act for the Contractors' workmen and Public Liability Policy shall be provided by the Contractor at his own cost.
 - 5.6 The Contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and shall be made good or compensated at his own cost.
 - 5.7 The Contractor shall take all care and precautionary measures for avoiding any kind of damage/accidents in the work site due to any of his reasons. The Contractor shall indemnify the Port against any compensation whatsoever payable to the workmen for accident or loss arising out of and in the course of their employment under this Contract.
 - 5.8 The work shall be arranged by the Contractor without causing any damage to Port structures. Any damage or accident caused by the Contractor's operation shall be compensated / made good at Contractor's risk and cost to the satisfaction of the Engineer's Nominee of the works, failing which department will do the rectification work and the cost incurred will be recovered from his bill or from security deposit.
 - 5.9 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.
 - 5.10 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.
 - 5.11 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.
- 5.12 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.
- 5.13 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 5.14 The contractor shall take all precautions for not to damage any cables, pipelines etc. passing through the area of work.
- 5.15 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.
- 5.16 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.**
- 5.17 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.
- 5.18 The Contractor shall also be responsible for arranging and carrying out works as mentioned in Clauses 1.1 & 1.2 above.
- 5.19 Defect Liability period of the work is one year from the date of completion of the work.**
- 6. POWER AND WATER**
- 6.1 Electricity required for the work shall be arranged by the Contractor at his own cost.
- 6.2 Water required for the work shall be arranged by the Contractor at his own cost.
- 7. WORKMANSHIP**
- 7.1 All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified. Whenever special conditions and other specifications deviate from the B.I.S. the former shall prevail.

- 7.2 The whole work shall be completed in a diligent manner within the Contract period 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.
- 7.3 Precautions shall be taken for not to damage cables/ pipe lines etc.
- 7.4 The work shall be arranged in the order of preference and as directed by the Engineer's Nominee of work.

8. TEMPORARY WORKS

- 8.1 All scaffolding, staging, bracing and other temporary works required for proper execution of the works, shall be provided by the Contractor at his own cost, unless stated otherwise and that should be inclusive of all materials, labour, supervision and other facilities. The layout and details of such temporary works shall have prior approval of the Engineer's Nominee, but the Contractor shall be responsible for proper strength and safety of the same. All temporary works shall be so constructed as not to interfere with any permanent work or with the work of other agencies. If it is necessary to remove any of the temporary works at any time to facilitate execution of works or work by other agencies, such removal and re erection, if required, shall be carried out by the Contractor at the direction of Engineer's Nominee without any delay and any extra cost on this account shall be borne by the Contractor.
- 8.2 On completion of the works, temporary works if any provided by the Contractor shall be removed from the site and the area shall be reinstated to the original condition at his own risk and cost.

9. TIME FOR COMPLETION

- 9.1 The time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the Contractor. The work shall throughout the time period be proceeded with diligence, time being deemed to be the essence of the Contract. The number of days lost due to heavy rain shall be certified by the Engineer's Nominee. The Contract period shall be extended for such certified days also without imposing compensation for delayed performance.
- 9.2 The whole work shall be completed in accordance with the provisions under Contract Data or such extended time as may be allowed as per clause 29 of G.C.C.

10. WORKING TIME

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

11. RATES FOR VARIOUS ITEMS

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

12. ALTERATIONS / ADDITIONS / OMISSIONS

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

13. MEASUREMENT

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

14. For levying compensation as per Clause-49 of General Conditions of Contract (GCC), the Employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of work by the Contractor, as per conditions.

15. Clause-25 of GCC- ‘Settlement of Disputes and Arbitration’ is not applicable in this Contract.

16. Clause-26 of GCC- ‘Computerised Measurement Book’ is modified to the extent as detailed below.

Measurements of Work Done:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43.2.6 The Contractor shall submit the Final bill to the Engineer / Nominee within 20 days of issue of Taking Over Certificate by the Engineer / Nominee. The bill shall be checked and all clarifications/corrections required on the bill submitted, shall be sought from the Contractor within 15 days thereafter. The Contractor shall submit the clarifications including carrying out corrections in the bill, if required, within the next 10 days. The clarified / corrected bill shall

be verified and forwarded to Finance Department within the next 15 days. Thereafter, clarifications if any required by the Finance Department shall be sought within 10 days and the Engineer/Nominee shall clear it on top priority within the next 10 days and, finally, the bill shall be paid to the Contractor within 10 days thereafter, i.e., within a total 3 months of issue of Taking Over Certificate by the Engineer / Nominee, as indicated above.

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

SIGNATURE OF TENDERER

6. DETAILED SPECIFICATIONS FOR MATERIALS TO BE USED ON WORK

6.1 GENERAL

- 6.1.1 Except where otherwise specified or authorized by the Engineer-in-Charge, materials supplied by the contractor shall conform to the latest edition of the Indian Standard Specifications and code of practices published by the Indian Standard Institution. Samples of materials to be supplied by the contractor shall be shown to the Engineer-in-Charge sufficiently in advance for approval of its quality for use on the work.
- 6.1.2 All materials supplied shall be stored appropriately to prevent deterioration/ damage from any cause what so ever and to the entire satisfaction of the Engineer-in Charge.
- 6.1.3 The materials required for the work shall be brought to the site and stacked at the places shown by the Engineer-in-Charge and the same shall be got approved for use in work sufficiently advance so that the progress of the work is not affected by the supply of materials.
- 6.1.4 Payment for the materials supplied, shall be given only after they are used on the work.
- 6.1.5 Tolls are payable by the Contractor as per rules for vehicles using the Port's road for supplying the materials.

6.2 MATERIALS FOR WET MIX MACADAM

- 6.2.1 Aggregates: Coarse aggregate shall be crushed stone.
The aggregates shall conform to the physical requirements set forth in Table 400.10 of MORT&H's Specification for Road and Bridge works.
- 6.2.2 Grading requirements: The aggregates shall conform to the grading given in Table 2 below:

TABLE 2
(Table 400.13 of MORT&H 'specification)
Grading Requirements of aggregates for Wet Mix Macadam

IS Sieve Designation	Percent by weight passing the IS sieve
53.00mm	100
45.00mm	95-100
26.50mm	-
22.40mm	60-80
11.20mm	40-60
4.75mm	25-40
2.36mm	15-30
0.600mm	8-22
0.750mm	0-5

Materials finer than 425 micron shall have Plasticity Index (PI) not exceeding 6. The final gradation approved within these limits shall be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa.

6.3 6 MM SIZE AGGREGATE

6.3.1 6mm size graded aggregate conforming to IS 383 shall be used and which are not perfectly clean shall be washed in clean water to the entire satisfaction of the Engineer-in-Charge.

6.4 CEMENT CONCRETE INTERLOCKING PAVER BLOCKS 100mm THICK

6.4.1 The paver blocks shall be 100 mm high density cement concrete interlocking paver blocks of M40 grade as per IS : 15658-2006. The paver blocks shall be made by block making machine with strong vibratory compaction, of approved size, design, shape, colour and pattern. Mould shall be made up of PU for attaining superior smooth finish.

6.5 MATERIALS NOT SPECIFIED

6.5.1 All materials not herein detailed and fully specified but which may be required for use on works, shall be subjected to the approval of the Engineer-in-Charge without which they shall not be used anywhere in the permanent works.

6.6 SAMPLING AND TESTING OF MATERIALS

6.6.1 Sampling and testing of the material supplied by the contractor for use on the Work shall be done as per the provisions of the relevant BIS codes/specifications. In the absence of BIS specification in a particular case, the sampling and testing shall be done as directed by the Engineer-in-Charge as per sound engineering practice. Material conforming to the specifications and approved by the Engineer-in-Charge shall only be used by the Contractor.

6.6.2 All the sampling and testing shall be done at the Contractor's cost.

SIGNATURE OF TENDERER

7. DETAILED SPECIFICATIONS FOR ITEMS OF WORKS

7.1 GENERAL

7.1.1 Except where otherwise specified or authorized by the Engineer-in-Charge, all items of works executed by the contractor shall conform to the latest edition of the Bureau of Indian Standard Specifications and code of practices published by the B.I.S. Where no such specifications or code of practice exists the latest B.S.S. codes of practice or any other equivalent / standard code of practice shall also be considered for adoption. The tenderer while indicating any such specifications shall enclose the full set of the publication so referred and not in extracts. Photostats / Xerox copies in duplicate shall be forwarded which shall not be returned to the contractor. In absence of any specification, the department reserves the right to adopt trade specifications and/or sound engineering practices for the specialized work as may be decided by the Engineer-in-Charge which shall be final, conclusive and binding on the contractor.

7.2 EARTHWORK EXCAVATION

7.2.1 Contractor shall be responsible for the true and proper setting out of the work in relation to original points, lines and levels of reference and for corrections of the level dimension and alignment of all parts of work.

7.2.2 All excavations shall be carried out to give exact length, width and depth as per profiles indicated in the drawings or as directed by the Engineer-in-Charge. The phasing and method of excavation shall be to the approval of Engineer-in-Charge. The contractor shall provide suitable arrangements to prevent water from any source entering into excavated pits at his cost.

7.2.3 Necessary shoring and timbering shall be provided as per IS:3764 for preventing slipping of the soil in trenches and for protecting the safety and stability of the existing structures. Dewatering, if required shall also be carried out to keep the excavated surface dry for construction. The cost for pumping or bailing out water by using pump set will be paid separately. Excavation taken wider or deeper than required shall be filled back with crusher run screening or selected materials approved by the Engineer-in-Charge, thoroughly compacted in layers of thickness not more than 20 cm or as decided by the Engineer-in-Charge.

7.3 PROVIDING AND LAYING WET MIX MACADAM BASE (WMM)

7.3.1 The work consists of providing, laying and compacting clean, crushed, graded aggregate and granular material, premixed with water, to a dense mass for required thickness in two layers over the existing scarified tar surface/ sub base to lines and grades as per directions of the Engineer-in-Charge.

7.3.2 Construction operations

(i) Preparation of base

The surface of the sub-base to receive the Wet Mix Macadam course shall be prepared to the specified lines and camber and made free of dust and other extraneous material. Any ruts or soft yielding places shall be corrected in an approved manner and rolled until firm surface is obtained, if necessary by

sprinkling water. Any sub-base irregularities, where predominant, shall be made good by providing appropriate type of profile corrective course (leveling course) as per Clause 501 of MORT&H's Specification for Road and Bridge works or as directed by the Engineer-in-Charge.

(ii) Provision of lateral confinement of aggregates

While constructing Wet Mix Macadam, arrangement shall be made for the lateral confinement of wet mix. This shall be done by laying materials in adjoining shoulders along with that of Wet Mix Macadam layer and following the sequence of operations described in Clause 407.4.1 of MORT&H's Specification for Road and Bridge works or as directed by the Engineer-in-Charge.

(iii) Preparation of mix

(a) Wet Mix Macadam shall be prepared using appropriate methods which shall ensure production of mix of proper and uniform quality as directed by the Engineer in charge.

(b) Optimum moisture for mixing shall be determined in accordance with IS: 2720 (Part-8) after replacing the aggregate fraction retained on 22.4mm sieve with material of 4.75mm to 22.4mm size. While adding water, due allowance should be made for evaporation losses. However, at the time of compaction, water in the wet mix should not vary from the optimum value by more than agreed limits. The mixed material should be uniformly wet and no segregation should be permitted.

(iv) Spreading of mix

(a) Immediately after mixing, the aggregates shall be spread uniformly and evenly upon the prepared sub grade in required quantities. In no case should these be dumped in heaps directly on the area where these are to be laid nor shall their hauling over a partly completed stretch be permitted.

(b) The first layer of mix shall be spread by suitable means so as to get a uniform and level surface as directed by the Engineer-In-Charge. The second layer of mix shall be spread either by a paver finisher or motor grader. For portions where mechanical means cannot be used, manual means as approved by the Engineer –in-charge shall be used.

(c) The surface of the aggregate shall be carefully checked with templates and all high or low spots remedied by removing or adding aggregate as may be required. The layer shall be tested by depth blocks during construction. No segregation of larger and fine particles should be allowed. The aggregate as spread should be of uniform gradation with no pockets of fine materials.

(v) Compaction

(a) After the mix has been laid to the required thickness, grade and camber, the same shall be uniformly compacted, to the full depth with suitable roller. If the thickness of single compacted layer does not exceed 100mm, a smooth wheel roller of 80 to 100 kN weight may be used. For a compacted single layer upto 200 mm, the compaction shall be done with the help of vibratory roller of minimum static weight of 80 to 100 kN or equivalent capacity roller. The speed of the roller shall not exceed 5 km/hr.

(b) In the portions having unidirectional super elevation, rolling shall commence from the lower edge and progress gradually towards the upper edge. Thereafter, roller should progress parallel to the centre line of the road, uniformly overlapping each preceding track by at least one-third width until the entire surface has been rolled. Alternate trips of the roller shall be terminated in stops at least 1m away from any preceding stop.

(c) In portions in camber, rolling should begin at the edge with the roller running forward and backward until the edges have been firmly compacted. The roller shall then progress gradually towards the center parallel to the centre line of the road uniformly overlapping each of the preceding track by at least one- third width until the entire surface has been rolled.

(d) Any displacement occurring as a result of reversing of the direction of the roller or from any other cause shall be corrected at once as specified and/or removed and made good.

(e) Along forms, kerbs, walls or other places not accessible to the roller the mixture shall be thoroughly compacted with mechanical tampers or a plate compactor. Skin patching of an area without scarifying the surface to permit proper bonding of the added materials shall not be permitted.

(f) Rolling should not be done when the sub grade is soft or yielding or when it causes a wave-like motion in the sub grade. If irregularities develop during rolling which exceed 12mm when tested with a 3 metre straight edge, the surface be loosened and premixed material added or removed as required before rolling again so as to achieve a uniform surface conforming to the desired grade and camber. In no case should the use of unmixed material be permitted to make up the depressions.

(g) Rolling shall be continued till the density achieved is at least 98 per cent of the maximum dry density for the material as determined by the method outlined in IS: 2720 (Part-8)

(h) After completion, the surface of any finished layer shall be well closed, free from movement under compaction equipment or any compaction planes, ridges, cracks and loose material. All loose, segregated or otherwise defective areas be made good to the full thickness of the layer and re-compacted.

(vi) Setting and drying

After final compaction of wet mix macadam course, the surface shall be allowed to dry for 24 hours.

7.3.3 Surface evenness

The surface finish of construction shall conform to the requirements of Clause 902 of MORT&H's Specification for Road and Bridge works or as directed by the Engineer-in-Charge.

7.3.4 Quality control

For control on the quality of materials and works carried out, relevant provisions of Section 900 of MORT&H's Specification for Road and Bridge works shall apply or as directed by the Engineer-in-Charge.

7.3.5 Measurement for payment

Wet Mix Macadam course shall be measured as finished work in cubic metres.

7.3.6 Rate

The contract unit rate for WMM shall be payment in full for carrying out the required operations including full compensation for making arrangements for traffic, furnishing all materials to be incorporated in the work including all royalties, fees, rents wherever necessary and all leads and lifts, all labour, tool, equipment and incidentals to complete the work to specifications, carrying out the required tests for quality control etc.

7.4 PROVIDING AND LAYING 100mm THICK CEMENT CONCRETE INTERLOCKING PAVER BLOCKS

7.4.1 The paver blocks shall be neatly stacked as per standard practice and as directed by the Engineer - in – Charge

7.4.2 The Paver blocks shall be M40 Grade Cement Concrete of thickness not less than 100mm. Colour and design of the paver blocks shall be as directed by the Engineer-in-charge.

7.4.3 Mould for casting the Paver Blocks shall be made up of PU or equivalent to attain superior smooth finish.

7.4.4 The bed of 6mm metal shall be spread over the existing surface to an average thickness not less than 50mm and it shall be rammed and compacted as directed by the Engineer-in-Charge. The blocks shall be set hand tight and the surface shall be rammed and vibrated properly to bring out joints not more than 2 to 3mm wide between blocks. After compacting, coarse sand shall be brushed in to joints.

7.4.5 The top surface of the paved area shall be in uniform level and no protrusions shall be seen at the top.

7.4.6 Measurement shall be made in square meters for the gross quantity of work done including providing compact bed. The rate quoted shall include cost of all materials, labour etc. required for completion of work.

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY

**RECTIFICATION TO THE SERVICE ROAD (NORTHERN SIDE) NEAR
KALAMUKKU JUNCTION BY PROVIDING INTERLOCKING TILES
(RETENDER)**

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