

**COCHIN FISHERIES HARBOUR**

**TENDER FOR LICENSING FOR THE SUPPLY OF WATER TO FISHING VESSELS AT COCHIN FISHERIES HARBOUR FOR A PERIOD OF ONE YEAR**

**OFFICE OF THE ADMINISTRATOR**

**COCHIN FISHERIES HARBOUR**

**COCHIN 682005**

**Tel: 0484 2951707/ 2220707**

**E mail: cfhoffice123@gmail.com**

**Tender No. AE/T-05/WFV/CFH/2021 Price Rs.750/- plus GST @12%**

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**TENDER FOR LICENSING FOR THE SUPPLY OF WATER TO FISHING VESSELS AT COCHIN FISHERIES HARBOUR FOR A PERIOD OF ONE YEAR**

The comprehensive tender document comprises the documents as detailed in the contents hereunder available in the website separately. The tenderer shall submit his tender based on the comprehensive tender document.

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**SIGNATURE OF TENDERER**

**COCHIN FISHERIES HARBOUR**

**OFFICE OF THE ADMINISTRATOR**

**KOCHI – 5**

**No. AE/T-05/WFV/CFH/2021 Dated: 30/07 /2021**

**1. TENDER NOTICE**

* 1. Electronic tenders (e-tenders) in Single stage “**Two Cover System**” for **“Tender for Licensing for the supply of water to fishing vessels at Cochin Fisheries Harbour for a period of one year”** are invited by the Administrator, Cochin Fisheries Harbour, Thoppumpady, Cochin-5 up to **14.30 Hrs. on 24/08/2021**.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 Administrator, Cochin Fisheries Harbour at this office on the same day at **15.00 hrs**.

# Estimated license fee- Rs. 58,080/-

# Estimated business volume – Rs. 12,00,000/-

* 1. The Tender Document can be downloaded from the e-tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) from **14.30 hrs. on 31/07/2021 to 14.30 hrs on 24/08/2021** by making online requisition & submission of Demand Draft / Banker’s Cheque for **Rs.750 + GST @12% (i.e., Rs.840/-)** drawn in favour of the Administrator, Cochin Fisheries Harbour, 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.**
  2. The Tender Documents are also available at Port’s website **www.cochinport.gov.in** or Government of India (CPP) tender portal for reference.
  3. The bidders need to obtain the one time User ID & password for log-in to e- Tendering Portal [www.tenderwizard.com/CPT](http://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”.
  4. The Tenderer shall be

1. Proprietorship firm.
2. Partnership firm.
3. Corporate Bodies.
   1. **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, EMD/ Bid Security Declaration, proof of experience, financial details, etc. along with e-tenders.
   2. Original DD / Bankers Cheque towards the cost of tender & EMD/ Bid Security Declaration as per Annexure-I, shall be submitted in a sealed cover to the **Administrator, Cochin Fisheries Harbour, Cochin-682005, KERALA,** before opening date & time of the tender**.**
   3. Exemption from the payment of Cost of Tender document shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017.
   4. 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.**
   5. **EARNEST MONEY TO BE DEPOSITED**
      1. Each tender should be accompanied by an EMD/ Bid Security Declaration as per the format at Annexure-I.
   6. **Tender Submission/Opening:**
4. 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 submission of tenders | for | 14.30 hrs on 24/08/ 2021 | Online |
| b)Public opening Tenders | of | 15.00 hrs on 24/08/ 2021 | Office of the Administrator/ CME |

1. Tender shall include Cover A containing hard copy of **“*EMD/ BID SECURITY DECALARATION & COST OF TENDER FORM”***. All other technical details including Technical Bid & Price Bid shall be submitted only **online.**
2. The technical bid will be opened in the online portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) and the tenderer shall submit **“*EMD/ BID SECURITY DECALARATION & COST OF TENDER DOCUMENT in a sealed cover before opening time and date.***
   1. **Technical Bid & Price Bid shall be submitted only ‘Online’ through web portal** [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)
   2. 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.
   3. The tender shall be valid for a period of 60 days from the date of tender opening. The Administrator/Chief Mechanical Engineer reserves the right to ask for extension of validity in writing from the tenderers, if required.
   4. 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.
   5. The tenderer shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.
   6. 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.
   7. **Securities:**
3. Security Deposit (SD) shall be 3% of the estimated business volume of Rs.12,00,000/- and it shall consist of the following:
   * + 1. **Performance Security** 3% of the estimated business volume of Rs.12,00,000/- i.e. Rs.36,000/-.
       2. **Retention Money** : NIL

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. The Security Deposit shall be furnished by the licensee to the Employer, not later than **10 days** from the date of receipt of acceptance order 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:
2. Banker’s Cheque/Demand Draft/Pay Order of a Scheduled Bank.
3. An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India as per the prescribed proforma.
4. The Security Deposit/ Performance Security shall be released/ refunded to the contractor after 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.
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. The Bidder shall furnish an EMD/ Bid Security Declaration as per the format at Annexure-I, thereby accepting that the 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**, under the following circumstances.
6. If after opening e-tender, he withdraws or modifies his Tender during the period of validity specified in the Bid Documents (including extended validity, if any), or does not accept the correction of the Tender Price pursuant to arithmetical errors.
7. If, after the award of work, he fails to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.
   1. **Signing of Agreement:**
8. 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:
   * + 1. 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
       2. General Conditions of Contract-2016 (GCC), for the due and proper fulfillment of the Contract.
9. The Contractor shall make 3 copies of the Agreement and submit to Cochin Fisheries Harbour within 7 days following the date of signing of Agreement.
   1. Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Fisheries Harbour.
   2. Tenders received shall be considered for acceptance, only if it meet the Minimum Qualification Criteria stipulated below:

**Minimum Qualification criteria required for considering tenders:**

1. **Experience:**

The tenderer should have successfully completed at least:

one similar work of value not less than Rs.9.60 lakhs

OR

two similar works, each of value not less than Rs.6.00 lakhs

OR

three similar works, each of value not less than Rs.4.80 lakhs,

during the preceding seven years ending 30 th June 2021.

**Explanatory notes:**

Similar work(s) means **“Supply of water to fishing vessels/contract for supply of water on daily basis to any other Govt./Private organization.”**

1. 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.
2. Copy of completion certificate issued by the client shall be attached. The certificate shall contain details of work, the completion cost, date of commencement & date of completion.
3. 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 |

1. **Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2020 shall not be less than Rs.3.60 Lakhs.

In proof of this, Audited Annual Accounts Statements signed by the Chartered Accountant, for the last three years shall be produced by the tenderer. In the case of new firms established during the last 3 years will be considered, if the average annual turnover meets the financial criteria.

* 1. 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.
  2. Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
  3. The tenderer shall specify the PAN No. allotted to him so that Administrator can ascertain his liability to the Income Tax Department.
  4. The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
  5. Tender Documents can be seen at Administrator’s Office during working hours on all working days.
  6. **Taxes and Duties:**

1. Rates quoted shall be excluding GST. The GST applicable as per law will be billed on license fee collected
2. Any stipulation by a tenderer that taxes and duties deductable from these bills should be borne by the Cochin Fisheries Harbour will result in the summary rejection of his /their tender.
   1. 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.
   2. 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.
   3. The Contractor shall produce documents related to EPF and ESI registration at the time of execution of agreement, as per applicable rules. The Contractors shall regularly remit the Employer & Employee contribution to the authorities in such cases. If not, the Dept. would be required to remit the same and the amount so remitted shall be deducted from the part/ final bill of Contractors.
   4. 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.
   5. This Tender Notice shall form part of the Contract.

**CHIEF MECHANICAL ENGINEER**

**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.

|  |  |  |
| --- | --- | --- |
| a) | General description of work | Tender for Licensing for the supply of water to fishing vessels at Cochin Fisheries Harbour for a period of one year |
| b) | Estimated license fee | Rs. 58,080/- |
| c) | Estimated business volume | Rs. 12,00,000/- |
| d) | Earnest Money | Nil |
| e) | Security Deposit | 3% of value of expected business volume of Rs.12,00,000/- |
| f) | Percentage, if any, to be deducted from the bills | NA |
| g) | Time allowed for commencement of work from the date of receipt of work order | 7 days |
| h) | Completion period | One year from the date of commencement of work |
| i) | Time allowed for the work from the date of commencement of work | One Year, extendable another one year or part there of as per the discretion of Administrator |
| j) | Schedule, specifications, conditions, drawings etc | As per “Contents” sheet attached |

**MEMORANDUM**

Should this Bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of Contract annexed hereto or in default thereof to suspend Me/Us and shall not be eligible to participate in the Bids invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Order. I/We further agree to execute an agreement with the Board in the prescribed form or in default thereof to suspend Me/Us and shall not be eligible to participate in the Bids invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Order.

The Bid Security / EMD Declaration, as required is enclosed, as per which I/We shall be suspended and shall not be eligible to participate in the Bids invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Order should I/We withdraw the offer or revise or go back upon the terms of the Bid; or fail to commence the work specified in the memorandum or should I/We not furnish the Performance Security specified in the above memorandum, otherwise I/We shall be suspended and shall not be eligible to participate in the Bids invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Order.

Dated the ………………………….day of ………………………..2021.

**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 the ……………………………day of ……………………………………….2021.

Dated …………..

CHIEF MECHANICAL ENGINEER

**3. CONTRACT DATA**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Description** | | | | **Reference Cl. No. of GCC** |
| 1 | *The following documents are also part of the Contract* | | | |  |
|  | 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: **Chairman**  **Cochin Port Trust,**  **Cochin -9.** | | | |  |
| 3 | The Engineer is: | | | |  |
|  | Name : **Chief Mechanical Engineer,**  **Cochin Port Trust,**  **Cochin-9.** | | | |  |
|  | The Engineer-in-Charge is: | | | |  |
|  | Name : **Assistant Engineer (Civil)**  **Cochin Fisheries Harbour,** | | | |  |
| 4 | Name of Contract: “**Tender for Licensing for the supply of water to fishing vessels at Cochin Fisheries Harbour for a period of one year.”**  Tender No : **AE/T-05/WFV/CFH/2021** | | | | (1) |
| 5 | 3 copies of Contract Agreement shall be furnished by the Contractor | | | | [7.1] |
| 6 | Tender Document and other data are available at ***:***  **Administrator’s Office,**  **Cochin Fisheries Harbour, Thoppumpady,Cochin-682005** | | | | (7.2) |
| **Sl. No.** | **Description** | | | | **Reference Cl. No. of GCC** |
| 7 | The Intended Completion Date for the whole of the Work is **One Year** 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 |  |
| One Year | 7 days |
| 9 | The following shall form part of the Contract Document:   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 | The site possession date:  The site will be handed over within **7 (Seven) days** after receipt of LoA and the site is free from encumbrances. | | | | (21) |
| 12 | The Start Date shall be within **7 (Seven) days** from the | | | | (1) |
| **Sl. No.** | **Description** | | | | **Reference Cl.No. of GCC** |
|  | date of receipt of the Letter of Acceptance (LoA) by the  Contractor. | | | |  |
| 13 | The site is located at Cochin Fisheries Harbour | | | |  |
| 14 | The Defects Liability Period is : | | | | 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 3% from each bill subject to a maximum of 3% of the Contract price or value of the work done whichever  is higher. | | | | (48) |
| 23 | The maximum amount of Liquidated Damages for the whole of the works is 10% of the Contract Price. | | | | [49] |
| 24 | The amounts of the advance payments :  The advance payments as applicable to the Contract are:  ----------------- | | | | [51]  N/A |
| 25 | Repayment of advance payment for mobilization : -------- | | | | [51] N/A |
| 26 | Repayment of advance payment for Construction and Equipment: ---------- | | | | [51]  N/A |
| 27 | Repayment of Secured Advance: ----------- | | | | N/A |
| 28 | The date by which “As Built Drawings” are required is within --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 | | | | (58) |

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Description** | **Reference Cl.No. of GCC** |
|  | Drawings” and/or operating and maintenance manuals by the date required is Rs…… (Rupees **----------)** | **N/A** |
| 30 | Schedule of Rates Applicable: CPWD DSR 2018 + Cost Index – Tax |  |
| 31  (i)  (ii)  (iii)  (iv)  (v) | Base Rate for materials to be considered for price variation  :**--------------**  Cement consumed for various items of work :  Rs........ …………per tonne  Reinforcement steel used under various items :  Rs........ ………….. per tonne  Structural Steel used under various items: Rs.…….. per  tonne  Bitumen under various items in: Rs………….. per tonne  Bitumen Emulsion (MS&RS) under various items in:  Rs………….. per tonne | **(47)**  **N/A** |
| 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**

1. Electronic Tenders (e-tenders) on percentage basis under “Two Cover system” are invited for **“Tender for Licensing for the supply of water to fishing vessels at Cochin Fisheries Harbour for a period of one year.”**
2. The tenderer shall submit the tender Cover-A (Hard Copy of EMD/ Bid Security Declaration & Cost of Tender form). All the Technical Bid documents & Price Bid shall be submitted **“online”.**
3. The Tender Document will be available as three separate files in the e-tendering Portal:
   * 1. A. Technical Bid Documents (as per Sl. No 1 to 5 of the Contents sheet)
     2. B. Price Bid: Schedule of quantities of Work- Schedule-A and
     3. C. General Conditions of Contract-2016
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”.**
5. **SUBMISSION OF TENDERS**
6. The Cover A shall contain – hard copy of EMD/ Bid Security Declaration as described in Clause 1.9.1 of Tender Notice & Cost of Tender form as mentioned in Clause 1.2 of Tender Notice shall be submitted before **14:30 Hrs on 24/08 /2021.**
7. **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.

* + - 1. A covering letter from the tenderer enlisting the enclosures/ attachments.
      2. Original Tender Document (Technical Bid) except Schedule of Quantities.
      3. Copy of the documents in proof of fulfillment of the Minimum Qualification Criteria.
      4. Copy of PAN Card, ESI/EPF & GST Registration documents.
      5. Copy of Authorization documents of Signatory of the bid in case of Registered Partnership firm / Limited company
      6. Partnership deed or Memorandum and Article of Association of the company and registration certificate of the company as the case may be.
      7. Any other relevant document.
  1. Scanned copies of all documents as per Clause 4.5.2, Cost of Tender Form shall be submitted as “Technical Bid”.
  2. Scanned copies of Cost of Tender form 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.**

1. **Price Bid:**
   1. Price Bid shall contain only the “Schedule of Quantities”, which shall be **submitted only in e-tendering mode**.
   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.**
2. **PRE-QUALIFICATION CRITERIA**
3. Selection criteria for qualifying the tenderers for opening the Price Bids in Cover ‘B’ of the tender will be as below:

# Experience :

The tenderer should have successfully completed at least

one similar work of value not less than Rs.9.60 lakhs

OR

two similar works, each of value not less than Rs.6.00 lakhs

OR

three similar works, each of value not less than Rs.4.80 lakhs,

during the preceding seven years ending 30th June 2021.

# Explanatory notes:

Similar work(s) means **“Supply of water to fishing vessels/ contract for supply of water on daily basis to any other Govt./ Private organization.”**

* + - * 1. 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.
        2. Copy of completion certificate issued by the client shall be attached. The certificate shall contain details of work, the completion cost, date of commencement & date of completion.
        3. 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 |

# Financial Turnover:

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2020 shall not be less than Rs.3.60 Lakhs.In proof of this, Audited Annual Accounts Statements signed by the Chartered Accountant, for the last three years shall be produced by the tenderer. In the case of new firms established during the last 3 years will be considered, if the average annual turnover meets the financial criteria.

1. **OPENING AND EVALUATION OF TENDERS**
   1. Cover ‘A’ containing the **EMD/ Bid Security Declaration and Cost of tender form** shall be opened at 15.00 hrs. On **24/08/2021,** the last date fixed for receiving the bid. The Technical Bid submitted online will be opened in the e-tender portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) at 15.00 hours immediately after the opening of Cover A.
   2. **Technical Bid & Price Bid shall be submitted only ‘Online’ through web portal** [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)
2. **GENERAL INSTRUCTIONS TO TENDERERS**
   1. The submission of a tender by the tenderer implies that he has read the whole tender Documents including GCC-2016.
   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.
   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. 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.
   5. In case of discrepancy between the specifications and the drawings, the following order of preference shall be observed:
      * 1. Conditions & Specifications of tender
        2. Drawings.
        3. B.I.S Specifications.
        4. Sound Engineering Practice.
   6. If there are varying or conflicting provisions made in any document forming part of the Contract, the conditions as per GCC will prevail.
   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.
   8. The Administrator, Cochin Fisheries Harbor, 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, will be published in the e-tender portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). No separate intimation will be sent to the bidders individually. 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.
   9. All payments due to the Contractor under this Contract will be made in Indian Rupees only.
   10. Tenders received after the date specified for submission shall not be opened.
   11. The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to by the Administrator, Cochin Fisheries Harbour 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**

Licensing for the supply of water to fishing vessels from the supply point at Cochin Fisheries Harbour for a period of one year.

1. The work under the tender covers supply of water to fishing vessels at Cochin Fisheries Harbour from the supply points in the wharf area. The licensee shall collect the water from water points and supply to the fishing vessels as per requirement of water at all times.
2. Water as per availability will be supplied to the licensee at the prevailing rates in CFH. The present rate of fresh water is Rs.50/- per KL. The water charges shall be paid within 7 days of issue of water bill from the office.
3. The license fee fixed by the department is given in schedule of quantities. The licensee is requested to quote his offer in percentage on departmental rate excluding GST. The licensee is permitted to collect water charges which may include labour charges, cost of accessories like hose, collecting cans etc. for supply of water to fishing vessels. The charges collected from the fishing vessels towards overhead charges shall not be exorbitant. **At any cost the water charges collected including overhead charges shall not exceed Rs. 200/- per KL.**
4. The licensee shall execute the whole and every part of the work in the most substantial and workman like manner in every respect in strict accordance with the specifications. The licensee shall also conform exactly, fully and faithfully to the instructions in writing in respect of the work assigned by the Engineer-in-charge and the licensee shall be furnished free of charge one copy of the documents together with specifications.
5. The licensee shall comply with the provisions of the licence agreement and execute and maintain the works with care and diligence and provide all labour and materials, tools and plants including those for measurements and supervision of works, and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred. The licensee shall take full responsibility for adequacy, suitability and safety of all the works and supply of water.
6. Water meter required for the supply of water by the department shall be provided by the licensee. Any repair/replacement of faulty meter etc shall be carried by the licensee at their cost, under intimation to the Asst. Engineer (C), Cochin Fisheries Harbour. **It is the licensee’s responsibility to provide necessary pipeline from the nearest CFH supply line up to the supply point to the boats at wharf area with tested water meter and also to provide 10000 litre water tank for collecting water at his cost. Two outlet points should be provided at the frontage about 10m apart for supplying alternately if required. If any fault of meter is noticed while taking meter reading, highest charges of last 3 months readings shall be paid by the licensee. The licensee shall be responsible for sorting out labour problems if any related to the licence agreement.**
7. The Cochin Fisheries Harbour is depending on Kerala Water Authority (KWA) for drinking water. KWA is supplying water to CFH from their pumping system at Thoppumpady pumping station and CFH Administration will not be responsible for any interruption in water supply from KWA or due to reasons beyond its control. The licensee shall make arrangements to meet such eventualities by bringing water in tankers from outside sources and no claim for compensation on this account will be entertained by the Administration. **The water brought from outside shall be tested in Kerala Govt. Laboratory in random and the test certificate be produced in original when demanded by the Engineer-in-charge. The charges for transporting water sample to laboratory, testing etc. shall be borne by the licensee.**
8. The licensee shall remit license fee within 7 (Seven) days of receipt of work order. Bill for the water consumed shall be issued by the Engineer in charge weekly and payment shall be made within 7 days of issue of bill. 15% interest for the delayed period has to be paid to the department for delay in payment as per schedule time.
9. Water supplied by Port shall be supplied only to fishing vessels at CFH without any complaint from them. If any complaint from the users or any misuse of water is noticed, it will be considered seriously and necessary action including forfeiture of Security Deposit/termination of contract will be taken by the department.
10. The period of license is for one year including Sundays and Holidays. However the CFH Administration reserves the right to extent the period/ cancel the licence at any time with a day’s notice in case the Administration is not satisfied with the performance or otherwise.
11. The work is to be carried out inside restricted area. Hence security rules and regulations including obtaining passes for entering the area are to be observed by the licence.
12. All labour skilled or unskilled for the work shall be provided by the licensee at his own cost and settling any dispute with the labour and their safety shall be the licensee’s responsibility. Insurance for the licensee’s workers shall be provided by the contractor at his own cost.
13. The water supply shall be provided by the licensee without causing any damage to the Harbour structures/facilities. Any damage caused by the licensee or his workmen during operation shall be compensated/made good at the contractor’s risk and cost.
14. The Engineer-in-charge used in the tender document means the Asst. Engineer, or the concerned authority holding charge at Cochin Fisheries Harbour.
15. SECURITY DEPOSIT: The successful tenderer will be required to remit within 10 days of receipt of the acceptance of order a sum of Rs. 1,20,000/- as Security Deposit. The total amount thus deposited will be retained 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 licensee of the terms and conditions of licence agreement. Security Deposit shall be refunded to the licensee not later than 15 days from the date of remittance of last bill for the water supplied by the department after observing all formalities/at the end of one year contract.
16. The licensee should keep the premises neat and clean. No additions and alteration to the supply line shall be made without obtaining written permission from the Administrator (CFH).

**SIGNATURE OF THE LICENSEE**

**Annexure-1**

**Format for Bid Security/ Earnest Money Deposit Declaration**

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

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

1. If after the opening of Tender, **I/ We** withdraw or modify **my/our** Tender during the period of validity specified in the Bid Documents (including extended validity, if any), or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
2. If, after the award of work, **I/ We** fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.
   1. **Signature of the Tenderer with seal**