



## **COCHIN FISHERIES HARBOUR**

### **TENDER FOR RUNNING THE COMFORT STATION AT COCHIN FISHERIES HARBOUR (CFH) 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-06 (Re)/Comfort Station/CFH/2021**

**Price Rs.840/-**

## **COCHIN FISHERIES HARBOUR**

**“Tender for Running the Comfort Station at Cochin Fisheries Harbour (CFH) for a period of one year extendable by another one year at the mutual consent of both CoPT and the contractor at the same rates, terms and conditions.”**

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.

### **CONTENTS**

<b>SL. NO.</b>	<b>ITEM</b>	<b>PAGE NO.</b>
<b>1</b>	<b>Tender Notice</b>	<b>2 - 6</b>
<b>2</b>	<b>Tender For Works</b>	<b>7 - 8</b>
<b>3</b>	<b>Contract Data</b>	<b>9 - 12</b>
<b>4</b>	<b>Instructions To Tenderers</b>	<b>13 - 16</b>
<b>5</b>	<b>General Description And Special Conditions Of Contract</b>	<b>17 - 18</b>
<b>6</b>	<b>Format For Bid Security/ Earnest Money Deposit Declaration Annexure - 1</b>	<b>19</b>

**SIGNATURE OF TENDERER**

## **COCHIN FISHERIES HARBOUR**

**OFFICE OF THE ADMINISTRATOR**

**KOCHI – 5**

**No. AE/T-06(Re)/Comfort Station/CFH/2021**

**Dated: 15.11.2021**

### **1. TENDER NOTICE (Re tender)**

- 1.1** Electronic tenders (e-tenders) in Single stage “Two Cover System” for “Tender for Running the Comfort Station at Cochin Fisheries Harbour (CFH) for a period of one year” are invited by the Administrator, Cochin Fisheries Harbour, Thoppumpady, Cochin-5 up to **14.30 Hrs. on 06/12/2021**. 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. 2,71,341/-**

- 1.2** The Tender Document can be downloaded from the e-tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) /[www.eprocure.gov.in/www.cochinport.gov.in](http://www.eprocure.gov.in/www.cochinport.gov.in) from **14.30 hrs. on 15/11/2021 to 14.30 hrs on 06/12/2021**
- 1.3** 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”.
- 1.4** The Tenderer shall be
1. Proprietorship firm.
  2. Partnership firm.
  3. Corporate Bodies.
- 1.5** 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 upload the scanned copy of Bid Security Declaration, proof of experience, financial details, etc. along with e-tenders.
- 1.6** Original DD / Bankers Cheque towards the cost of tender & 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.
- 1.7** 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.
- 1.8** The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. **For further details, please contact e-Tender Help Desk No. 080-40482000/9746118529/9605557738.**

## 1.9 EARNEST MONEY DEPOSIT

The tenderers shall furnish **Bid Security Declaration** in lieu of EMD as per the format at Annexure-I. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration (Annexure –III) shall be furnished as per the format enclosed. Otherwise, the bids will be rejected.

## 1.10 Tender Submission/Opening:

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

Description of activity	Schedule time	Venue
a) Last date & time for submission of tenders	14.30 hrs on 06/ 12/2021	Online
b) Date of opening of Tenders	15.00 hrs on 06/12/2021	Online

1.11.2 Tender shall include Cover A containing hard copy of “**BID SECURITY DECALARATION & COST OF TEDNER DOCUMENT**”. All other technical details including Technical Bid & Price Bid shall be submitted only **online**.

1.11.3 The technical bid will be opened in the online portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) and the tenderer shall submit “**BID SECURITY DECALARATION & COST OF TENDER DOCUMENT**”.

1.11.4 **Technical Bid & Price Bid shall be submitted only ‘Online’ through web portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)**

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

1.12 The 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.

1.13 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, their tender will be rejected 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**.

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

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

## **1.16 Securities:**

### **1.18.1 Security Deposit (SD)**

- a) **Performance Security:** 3% of the license fee amount.
- b) **Security for Water & Electricity charges :** Rs.20,000/-

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.

### **1.18.2 Security deposit shall be furnished by the Contractor to the Employer, not later than **7 days** from the date of letter of acceptance or such extension of that period as may be permitted by the Engineer in writing, and shall be furnished in one of the following forms:**

- i) Banker's Cheque/Demand Draft from a Commercial Bank.
- ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any Commercial Bank operating in India as per the prescribed proforma.

### **1.18.3 The Security Deposit/ Performance Security shall be released/ refunded to the contractor after satisfactory completion of period of contract. The BG furnished towards Performance Security shall be valid up to the completion period.**

### **1.18.4 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**.**

### **1.18.5 Retention Money: NIL.**

### **1.17 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.**

- a) 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.
- b) 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.

## **1.18 Signing of Agreement:**

### **1.20.1 The successful tenderer will be required to execute within **21 days** from the date of receipt of work order, an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental form, consisting of:**

- a) The Tender Notice, all the documents including additional conditions/specifications and

drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to, and

- b) General Conditions of Contract-2016 (GCC), for the due and proper fulfillment of the Contract.

1.20.2 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.

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

1.20 Tenders received shall be considered for acceptance, only if it meet the Minimum Qualification Criteria stipulated below:

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

**(i) Experience:**

The tenderer should have successfully completed at least:

one similar work of value not less than Rs. 2.17 lakhs

OR

two similar works, each of value not less than Rs. 1.36 lakhs

OR

three similar works, each of value not less than Rs. 1.09 lakhs, during the preceding seven years ending 31<sup>st</sup> October 2021.

**Explanatory notes:**

- (a) Similar work means “Running the Comfort Station/Public Toilets / Cleaning contracts in railway stations/ Bus stands/ Auction halls in Fishing Harbour and other public places, on annual contract basis”
- (b) The experience certificate of works executed in private sectors/organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- (c) Copy of completion certificate issued by the client shall be attached. The certificate shall contain details of work, the completion cost, date of commencement & date of completion.
- (d) Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

Year before	Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21

Four years	1.28
Five years	1.35
Six years	1.42

**(ii) Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31<sup>st</sup> March 2020 shall not be less than Rs. 81,403/-. 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.

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.

**1.21** Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

**1.22** The tenderer shall furnish a copy of the PAN card, GST Registration, ESI & EPF.

**1.23 Taxes and Duties:**

**1.25.1 The rates quoted by the tenderer shall be exclusive of GST.**

**1.24** 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.

**1.25** 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.

**1.26** The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.

**1.27** 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.

### MEMORANDUM

a)	General description of work	<b>Tender for “Tender for Running the Comfort Station at Cochin Fisheries Harbour (CFH) for a period of one year extendable another one year at the mutual consent of both CoPT and the contractor at the same rates, terms and conditions.”</b>
b)	Estimated license fee	Rs. 2,71,341/-
c)	Earnest Money	Nil
d)	Security Deposit	i) Performance security : 3% of value of contract awarded. ii) Security for Water & electricity :Rs.20,000/-
e)	Percentage, if any, to be deducted from the bills	NIL
f)	Time allowed for commencement of work from the date of receipt of work order	7 days
g)	Completion period	1 year from the date of receipt of LoA.
i)	Schedule, specifications, conditions, drawings etc	As per “Contents” sheet attached

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	<i>The following documents are also part of the Contract</i>	
	The Schedule of other Contractors ----- i)	(8.2)
2	The Employer is	(1)
	<b>The Board of Trustees, Cochin Port Trust, Cochin -9</b>	
	Name of Authorized Representative:	
	Name: <b>Chairman Cochin Port Trust, Cochin -9.</b>	
3	The Engineer is:	
	Name : <b>Chief Mechanical Engineer, Cochin Port Trust, Cochin-9.</b>	
	The Engineer-in-Charge is:	
	Name : <b>Assistant Engineer (Civil) Cochin Fisheries Harbour</b>	
4	Name of Contract: <b>“Tender for Running the Comfort Station at Cochin Fisheries Harbour (CFH) for a period of one year”</b> Tender No : <b>AE/T-06/Comfort Station/CFH/2021</b>	(1)
5	3 copies of Contract Agreement shall be furnished by the Contractor	[7.1]
6	Tender Document and other data are available at : <b>Administrator’s Office, Cochin Fisheries Harbour, Thoppumpady, Cochin-682005</b>	(7.2)

Sl. No.	Description			Reference Cl. No. of GCC
7	The Intended Completion Date for the whole of the Work is <b>1 year from the acceptance of the work order</b> 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	
		1 year	7 days	
9	<p>The following shall form part of the Contract Document:</p> <ul style="list-style-type: none"> <li>(1) Form of Agreement</li> <li>(2) Letter of Acceptance</li> <li>(3) Contractor's Bid</li> <li>(4) Contract Data</li> <li>(5) General Conditions of Conditions of Contract (GCC)</li> <li>(6) Instructions to Tenderers</li> <li>(7) General Description and Special Conditions of Contract</li> <li>(8) Detailed Specifications for Materials and Works</li> <li>(9) Drawings (if any)</li> <li>(10) Schedule of quantities and</li> <li>(11) Any other documents listed in the Contract Data as forming part of the Contract.</li> <li>(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</li> </ul>			(2.3)
10	The Contractor shall submit a Program for the Works within <b>7 (Seven) days</b> of date of the Letter of Acceptance.			(27)
11	<p>The site possession date:</p> <p>The site will be handed over within <b>7 (Seven) days</b> after receipt of LoA and the site is free from encumbrances.</p>			(21)
12	The Start Date shall be within <b>7 (Seven) days</b> 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	<b>The Defects Liability Period is :-</b>	N/A
15	The minimum insurance cover for physical property, injury and death is <b>Rs....lakh (Rupees...lakhs)</b> 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 <b>English.</b>	(3)
20	The law, which applies to the Contract, is the law of Union of India.	(3)
21	The currency of the Contract is <b>Indian Rupees.</b>	(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	Base Rate for materials to be considered for price variation :-----	<div>(47)</div> <div>N/A</div>
(i)	Cement consumed for various items of work : Rs..... per tonne	
(ii)	Reinforcement steel used under various items : Rs..... per tonne	
(iii)	Structural Steel used under various items: Rs..... per tonne	
(iv)	Bitumen under various items in: Rs..... per tonne	
(v)	Bitumen Emulsion (MS&RS) under various items in: Rs..... per tonne	
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 single stage “Two Cover system” are invited for **“Tender for Running the Comfort Station at Cochin Fisheries Harbour (CFH) for a period of one year extendable by another one year at the mutual consent of both CoPT and the contractor at the same rates, terms and conditions.”**
- 4.2 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”**.
- 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 5 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 agree for all the terms and conditions of the contract.
- 4.5 **SUBMISSION OF TENDERS**
- 4.5.1 The Cover A shall contain – hard copy of 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 06/12/2021.**
- 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) Copy of the documents in proof of fulfillment of the Minimum Qualification Criteria.
  - c) Copy of PAN Card, ESI/EPF & GST Registration documents.
  - d) Any other relevant document.
- 4.5.2.1 Scanned copies of all documents as per Clause 4.5.2, Cost of Tender Form shall be submitted as “Technical Bid”.
- 4.5.2.2 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.**
- 4.5.3 **Price Bid:**
- 4.5.3.1 Price Bid shall contain only the “Schedule of Quantities”, which shall be **submitted only in e-tendering mode.**
- 4.5.3.2 **Tenderer should ensure that his tendered percentage as per ‘Price Bid’ is not mentioned anywhere in any other documents, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.**
- 4.6 **PRE-QUALIFICATION CRITERIA**
- 4.6.1 Selection criteria for qualifying the tenderers for opening the Price Bids in Cover ‘B’ of the tender will be as below:

(i) **Experience :**

The tenderer should have successfully completed at least

one similar work of value not less than Rs. 2.17 lakhs

OR

two similar works, each of value not less than Rs. 1.36 lakhs

OR

three similar works, each of value not less than Rs. 1.09 lakhs,

during the preceding seven years ending 31<sup>st</sup> October 2021.

**Explanatory notes:**

Similar work means **“Running the Comfort Station/Public Toilets / Cleaning contracts in railway stations/ Bus stands/ Auction halls in Fishing Harbour and other public places, on annual contract basis”**

(b) The experience certificate of works executed in private sectors/organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.

(c) Copy of completion certificate issued by the client shall be attached. The certificate shall contain details of work, the completion cost, date of commencement & date of completion.

(c) 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.

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

**(ii) Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31<sup>st</sup> March 2020 shall not be less than Rs.81,403/-. 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.

#### **4.7 OPENING AND EVALUATION OF TENDERS**

- 4.7.1 Technical bid will be opened in the e-tender portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) at 15.00 hrs. on **06/12/2021**.
- 4.7.2 **Technical Bid & Price Bid shall be submitted only 'Online' through web portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)**

#### **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 conditions as per GCC will prevail.
- 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 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, shall be communicated to all the bidders who have downloaded the Tender Documents, in the form of an addendum by telefax /e- mail / writing. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of tender.
- 4.8.9 All payments due to the Contractor under this Contract will be made in Indian Rupees only.



- 4.8.10 Tenders received after the date specified for submission shall not be opened.
- 4.8.11 The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to by the 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**

### **SCOPE OF WORK**

Running the Comfort Station at Cochin Fisheries Harbour (CFH) for a period of one year **extendable by another one year at the mutual consent of both CoPT and the contractor at the same rates, terms and conditions.**

### **GENERAL DESCRIPTION & SPECIAL CONDITIONS OF CONTRACT**

1. This tender notice shall form part of the license agreement. The tenderer will be required to remit the tendered amount in full within 7 days of receipt of work order at the office of the Administrator, Cochin Fisheries Harbour and obtain receipts for the amounts deposited. If the amount is not remitted within the period, the work order will stand cancelled.
2. No addition/alterations shall be made to the building without obtaining permission from the Administrator.
3. The licensee is also permitted to provide soap, oil, tooth powder/paste etc. required by the persons who make use of the comfort station.
4. The rates prescribed elsewhere in this tender form for using bathrooms and toilets should be prominently displayed on a board by the licensee near the entrance of the comfort station.
5. A temporary collection bunk available at the premises can be utilized by the licensee for collection of fee.
6. If the licensee, his staff or accomplices or others cause damage to any part of the buildings, pipeline, water taps, electric fittings or wires, the licensee shall make good the same at his own expense failing which, the Administrator may cause the same to be made good and the cost will be recovered from the licensee.
7. The licensee should undertake to keep the premises neat and clean and free from rubbish and all other unwanted materials.
8. The bathrooms and latrines shall be kept open for use round the clock on all days.
9. Printed tickets for collecting fees should be issued to the persons using the comfort station.
10. Electricity charges with rates as applicable from time to time shall be remitted monthly by the contractor within 7 days of intimation at the prevailing rates. The existing rates for electricity and water are as specified below.
11. Electricity charge: Rs. 6.00 per KWh (up to 100 KWh)

12. Water charges: Rs.50 per KL

13. The licensee should make his own arrangements to take away the scum and clear the septic tank, when ever required, which should be got certified by the Assistant Engineer (SDO) Civil, (CFH). During the course of license period if any rectification/maintenance works are required for the said tank, the same shall be brought to the notice of the Assistant Engineer (SDO) Civil, (CFH) and the maintenance works shall be carried out by the licensee at his cost.

14. The security deposit will be refunded only after successful completion of the contract after making necessary adjustments by way of recoveries if any.

15. The total number of bathrooms and latrines available are as below.

No. of bathrooms 25

No. of latrines 15

16. Maximum fee that can be collected for the use of bathrooms and latrines

For one bath of 5 minutes duration - Rs. 8.00

For one time use of latrine - Rs. 5.00

17. The licensees are at liberty to reduce the fees during the tenure of operation. It is also made clear that the licensee will not be permitted to charge enhanced fees or any other type of levy from the users.

18. Buckets, mugs etc. required for the consumers shall be provided by the licensee at his cost.

19. The CFH Administration will not be responsible for any failure in uninterrupted water supply or electricity due to reasons beyond their control. The licensee will have to make alternate arrangements to meet such eventualities and no claim for compensation on their account will be entertained by the Administration.

20. CFH shall not be involved in any dispute or claims that may arise between the licensee and those engaged by him for work in the comfort station. The licensee shall indemnify CFH from any third party claim arising in any manner as a result of any act or omission by the licensee or those engaged by him. The licensee must comply with all the relevant statutes and laws in force during the license period including labour laws.

21. Any block in the sewage line shall be cleared by the licensee expeditiously at his own expense.

22. The closets, bathrooms and the premises shall always be maintained in a hygienic condition.

23. Permits for the entry of the employees of the licensee to the wharf will have to be arranged by the licensee at his cost. At no cost request for free permits or concessional permits will be entertained. However one complimentary permit will be given to the licensee.

**CHIEF MECHANICAL ENGINEER**

**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.

**Signature of the Tenderer with seal**