

COCHIN FISHERIES HARBOUR
(GOVERNED BY COCHIN PORT AUTHORITY)

**TENDER FOR CLEANING THE AUCTION CUM PACKING
HALLS, CONNECTED DRAINS, BERTH AND HARD SURFACED
AREAS OF ENTIRE WHARF OF CFH AND MAINTAINING THESE
AREAS CLEAN & OPERATION OF EFFLUENT TREATMENT
PLANT 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-01/AHC/CFH/2022

Price Rs.750/- plus GST @12%

COCHIN FISHERIES HARBOUR

TENDER FOR CLEANING THE AUCTION CUM PACKING HALLS, DRAINS, BERTH AND HARD SURFACED AREAS OF ENTIRE WHARF OF CFH AND MAINTAINING THESE AREAS CLEAN, 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

Dated: 17/05/2022

No. AE/T-01/AHC/CFH/2022

1. TENDER NOTICE

- 1.1 Electronic tenders (e-tenders) in Single stage “**Two Cover System**” for “**Tender for Cleaning the Auction cum packing halls, drains, berth and hard surfaced areas of entire wharf of CFH and maintaining these areas clean & Operation of Effluent treatment Plant (ETP) for a period of one year**” are invited by the Administrator, Cochin Fisheries Harbour, Thoppumpady, Cochin-5 up to **14.30 Hrs. on -06-2022**. The tenders shall be submitted in accordance with the ‘Instruction to Tenderers’ and ‘General Description and Special Conditions of Contract’ etc. as detailed in the Tender Documents. The tenders will be opened by the Administrator, Cochin Fisheries Harbour at this office on the same day at **15.00 hrs**.

Estimated cost: Rs. 12,08,745/-

- 1.2 The Tender Document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT from **14.30 hrs. on 17/05/2021 to 14.30 hrs on 08/06/2021** 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.**
- 1.3 The Tender Documents are also available at Port’s website www.cochinport.gov.in or Government of India (CPP) tender portal for reference.
- 1.4 The bidders need to obtain the one time User ID & password for log-in to e- Tendering Portal www.tenderwizard.com/CPT from the service provider M/s.KEONICS by paying registration amount of Rs.1124/- through online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”.
- 1.5 The tender shall be submitted by an individual or by a registered Partnership firm or by a Limited Company. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind the partner in all matters pertaining to the Contract including the arbitration clause, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the tender satisfactory evidence of the authorization. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company. **Joint Venture is not allowed in the tender.**
- 1.6 **The tenders shall be submitted “on line” strictly in accordance with the Instructions to Tenderers and General Description and Special Conditions of Contract given in the Tender**

Document. The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender form, EMD/ Bid Security (EMD), proof of experience, financial details, etc. along with e-tenders.

1.7 Original DD / Bankers Cheque towards the cost of Tender form & EMD shall be submitted in a sealed cover to the **Administrator, Cochin Fisheries Harbour, Cochin-682005, KERALA**, before opening date & time of the tender. **Tenders without submitting the original documents as above, shall be liable for rejection.**

1.8 The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. **For further details, please contact e-Tender Help Desk No. 080-40482000/9746118529/9605557738.**

1.9 **EARNEST MONEY TO BE DEPOSITED**

1.10 Each tender should be accompanied by an EMD for Rs.12,088/- in the form of DD/ Bankers cheque/Bank Guarantee.

1.11 **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 08/06/2022	Online
b)Public opening of Tenders	15.00 hrs on 08/06/2022	Office of the Administrator/ CME

1.11.2 Tender shall include Cover A containing “**EMD & COST OF TENDER FORM**” to be submitted separately before the due date of tender. All other technical details including Technical Bid & Price Bid shall be submitted only **online**.

1.11.3 The Officer opening the Cover A-containing the “**EMD & COST OF TEDNER FORM**” shall **first open**. Technical Bid of only those tenderers shall be opened, whose documents furnished in the Cover A, are found to be in order. Others will not be opened; only a mention to this effect shall be made in the tender opening register.

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

1.12 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.

1.13 The Administrator, Cochin Fisheries Harbour or his duly authorized assistant will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative. In the event of a tender being rejected, the Earnest Money paid with such unaccepted tender shall be refunded to the tenderer by the Administrator.

1.14 i) The tenderer should keep open the validity of the tender normally for 120 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 60 days for which request in writing/ telefax/e- mail by the Administrator before the expiry of the original validity would be sufficient intimation. The receipt of the intimation of the Administrator should be acknowledged.

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

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

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

1.17 **Securities:**

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

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

b) **Retention Money** : NIL

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

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

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

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

1.17.3 The Security Deposit/ Performance Security @ 3% of the value of the contract awarded or the value of the work done whichever is higher, 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/Pay Order of a Scheduled Bank.

ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any

Scheduled Bank operating in India as per the prescribed proforma.

1.17.4 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.

1.17.5 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 Authority for a period of **Two Years from the date of such suspension order.**

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

1.17.7 The Performance Security retained till end of payment of final bill shall be 3% of Contract Value or Cost of Work Done, whichever is higher.

1.17.8 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 Additional Security Deposit recovered from the running account bills, shall amount to 3% of the Cost of Work done.

1.18 Signing of Agreement:

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

- a) The Tender Notice, all the documents including additional conditions/specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to, and
- b) General Conditions of Contract-2016 (GCC) of Cochin Port Authority, for the due and proper fulfillment of the Contract.

- 1.18.2 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 Failure to comply with conditions **1.17 and 1.18** above will entail forfeiture of the Earnest Money.
- 1.21 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.9.67 lakhs

OR

two similar works, each of value not less than Rs.6.04 lakhs

OR

three similar works, each of value not less than Rs.4.83 lakhs,
during the preceding seven years ending 30th April 2022.

Explanatory notes:

Similar work(s) means “**Cleaning of operational areas / work sites/ office premises or any labour oriented works**”.

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.

- (a) Copy of completion certificates of each work issued by the owner/ responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work. . In the case of ongoing works, if the value of completed portion meets the MQC criteria, the same will be taken into consideration.
- (b) The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or sub Contractor. The subcontractor shall be an authorized and approved sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.
- (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.

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

(ii) Financial Turnover:

Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2021 (ie 2018-19, 2019-20,2020-21) shall not be less than Rs.3.63 Lakhs.

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

In the case of firms came into existence in less than 3 years, the period of existence will be considered for calculating the average turnover.

- 1.22** Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
- 1.23** Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 1.24** The tenderer shall specify the PAN No. allotted to him so that Administrator can ascertain his liability to the Income Tax Department.
- 1.25** The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- 1.26** Tender Documents can be seen at Administrator's Office during working hours on all working days.
- 1.27** Bidders who are registered with National Small Industries Corporation (NSIC), Govt. Of

India Enterprises under “Single Point Registration Scheme” of Ministry of MSME shall be eligible for issue of tender document free of cost. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and also, a scanned copy of the Exemption Certificate duly notarised shall be uploaded in the e-tendering Portal.

1.28 Taxes and Duties:

- 1.28.1 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.
 - 1.28.2 GST for the work will be paid extra by the Cochin Fisheries Harbour. The GST applicable as per law can be billed on the Cochin Fisheries Harbour, 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 Fisheries Harbour and the Contractor is to be clearly mentioned with all the bills.
 - iii. Invoice should be attached along with the running bills.
 - iv. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.
 - 1.28.3 Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Cochin Fisheries Harbour will result in the summary rejection of his /their tender.
- 1.29** Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the Contractor and the same will be deducted from Contractor’s bills while making payment or when crediting amount to Contractor’s account.
- 1.30** 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.
- 1.31** 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.
- 1.32** 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.

1.33 This Tender Notice shall form part of the Contract.

CHIEF MECHANICAL ENGINEER

2. Tender for Works

**To,
The Board of Cochin Port Authority,
Through
The Chief Mechanical 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.

a)	General description of work	Cleaning the Auction cum packing halls, drains berth and hard surfaced areas of entire wharf of CFH and maintaining these areas clean & operation of ETP for a period of one year.
b)	Estimated cost	Rs.12,08.745
c)	Earnest Money	12,088
d)	Security Deposit	3% of value of contract awarded or the value of the work done whichever is higher
e)	Percentage, if any, to be deducted from the bills	In case, Where the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be deducted from the RA Bills, while making payment, which will be released along with the Performance Security only
f)	Time allowed for commencement of work from the date of receipt of work order	7 days
g)	Time allowed for the work from the date of commencement of work	One Year, extendable another one year or part there of as per the discretion of Administrator.
h)	Schedule, specifications, conditions, drawings	As per "Contents" sheet attached

	etc	
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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 Authority, 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 Authority, 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 Authority, 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 Authority, for a period of Two years from the date of such Suspension Order.

Dated theday of2022.

Signature of the Tenderer

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

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

Dated theday of2022.

Dated

**Chief Mechanical Engineer
Cochin Port Authority**

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)
	The Board of Cochin Port Authority, Cochin -9	
	Name of Authorized Representative:	
	Name: Chairman Cochin Port Authority, Cochin -9.	
3	The Engineer is:	
	Name : Chief Mechanical Engineer , Cochin Port Authority, Cochin-9.	
	The Engineer-in-Charge is:	
	Name : Assistant Engineer (Civil) Cochin Fisheries Harbour,	
4	Name of Contract: “Cleaning the Auction cum packing halls, drains, berth and hard surfaced areas of entire wharf of CFH and maintaining these areas clean & Operation of Effluent treatment Plant (ETP) for a period of one year” Tender No : AE/T-01/AHC/CFH/2022	(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:					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="370 554 769 669">Physical works to be completed</th> <th data-bbox="769 554 1159 669">Period from the date of receipt of LoA to proceed with the work</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 669 769 745" style="text-align: center;">One Year</td> <td data-bbox="769 669 1159 745" style="text-align: center;">7 days</td> </tr> </tbody> </table>	Physical works to be completed	Period from the date of receipt of LoA to proceed with the work	One Year	7 days	
Physical works to be completed	Period from the date of receipt of LoA to proceed with the work					
One Year	7 days					
9	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> (1) Form of Agreement (2) Letter of Acceptance (3) Contractor's Bid (4) Contract Data (5) General Conditions of Conditions of Contract (GCC) (6) Instructions to Tenderers (7) General Description and Special Conditions of Contract (8) Detailed Specifications for Materials and Works (9) Drawings (if any) (10) Schedule of quantities and (11) Any other documents listed in the Contract Data as forming part of the Contract. (12) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent 	(2.3)				
10	The Contractor shall submit a Program for the Works within 7 (Seven) days of date of the Letter of Acceptance.	(27)				
11	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	Base Rate for materials to be considered for price variation :----- (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 Bitumen under various items in: Rs..... per tonne (iv) Bitumen Emulsion (MS&RS) under various items in: (v) 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

- 4.1 Electronic Tenders (e-tenders) on percentage basis under “Two Cover system” are invited for “**Cleaning the Auction cum packing halls, drains, berth and hard surfaced areas of entire wharf of CFH and maintaining these areas clean & Operation of Effluent Treatment Plant (ETP) for a period of one year.**”
- 4.2 The tenderer shall submit the tender Cover-A (EMD/ & Cost of Tender form). All the Technical Bid documents & Price Bid shall be submitted “**online**”.
- 4.3 The Tender Document will be available as three separate files in the e-tendering Portal:
- i. A. Technical Bid Documents (as per Sl. No 1 to 5 of the Contents sheet)
 - ii. B. Price Bid: Schedule of quantities of Work- Schedule-A

4.4 The tenderer shall upload the documents indicated in 4.3 (i) & (ii) above duly filled in, “**online**”.

4.5 SUBMISSION OF TENDERS

4.5.1 The Cover A shall contain – EMD as described in Clause 1.10 of Tender Notice & Cost of Tender form as mentioned in Clause 1.2 of Tender Notice shall be submitted before **14:30 Hrs on 08/06 /2021**.

4.5.2 Technical Bid (Online mode)

Technical Bid shall contain all technical and commercial details except Schedule of Quantities. It shall consist of 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 Authorization 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.

4.5.2.1 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 OPENING AND EVALUATION OF TENDERS

- 4.6.1 Cover 'A' containing the **EMD and Cost of tender form** shall be opened at 15.00 hrs. on **08-06-2021**, the last date fixed for receiving the bid, in the Administrator chamber in the presence of the tenderers or their representatives as may be present. Scanned copy of EMD deposit & Cost of Tender form submitted online also. Technical Bid documents of only those tenderers shall be opened whose documents furnished in Cover A is found in order.
- 4.6.2 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.

4.7 GENERAL INSTRUCTIONS TO TENDERERS

- 4.7.1 The submission of a tender by the tenderer implies that he has read the whole tender Documents including GCC-2016 of Cochin Port Authority.
- 4.7.2 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.
- 4.7.3 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.
- 4.7.4 The tenderer shall quote for the work on percentage basis. The departmental amount 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.
- 4.7.5 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.
- 4.7.6 If there are varying or conflicting provisions made in any document forming part of the Contract, the Administrator, Cochin Fisheries Harbour, Cochin-682005 shall be the deciding authority with regard to the intention of the document which will be binding on the tenderer/ Contractor.
- 4.7.7 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.

- 4.7.8 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.
- 4.7.9 All payments due to the Contractor under this Contract will be made in Indian Rupees only.
- 4.7.10 Tenders received after the date specified for submission shall not be opened.
- 4.7.11 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

(i) Cleaning the Auction cum packing halls, drains, berth and hard surfaced areas of entire wharf of Cochin Fisheries Harbour and maintaining these areas clean & operation of effluent treatment plant for a period of one year. (ii) Maintenance of water supply distribution lines at CFH area.

Part-A: Cleaning of auction hall and connected facilities.

2. *The work under the tender covers (i) Cleaning and washing the Auction cum packing halls, drains, berth and daily sweeping of the hard surfaced areas of entire wharf and maintaining these areas of Cochin Fisheries Harbour wharf (Inner harbour), neat and clean. The cleaning/washing is to be carried out twice in a day in between 8 AM - 4 PM and 10 PM & 6 AM. (ii) In addition to the above, the entire hard surfaced area inside the wharf with boundaries **North** (HPCL compound wall), **South** (KSINC/IOCL compound wall), **East** (Back water/Auction hall/Net Repair shed), **West** (Net repair shed/WSR/Mosque/SR/Gate/Canteen/Dormitory/Comfort station) is to be swept weekly including removal of accumulated waste from wharf area to outside Cochin Fisheries Harbour area. (iii) Cleaning the covered drains inside wharf (west side) starting from mosque area upto the connection to the drain at north end area of Auction hall for a length of about 170 m. Initial cleaning shall be carried out within two months of starting the contract after removing cover slab, removal of accumulated soil, waste materials, etc. from the drain, placing the removal cover slabs in positions, transporting the removed material outside wharf area. Any blockages in the drain shall be removed thereafter. (iv) Cleaning dadoing of steel stanchions once in a month, without any extra cost. The contractor should clean and wash the entire area immediately after removal of the fish catches from the Auction cum packing halls. The drains shall also be cleaned using the pumping system. The pumping system exists in the Auction cum packing halls for washing the halls, connected drain and berth and their surroundings consists of the following.*
- (i)** 3 Nos. 7.5 HP mono block pump sets with necessary suction hoses.
 - (ii)** Delivery hoses 180 M length of 63 mm flexible hose for washing purpose.
 - (iii)** Concealed pipes
 - (iv)** Valves

The contractor is expected to quote his lowest percentage above or the departmental rate or other for doing the above stated cleaning, washing and sweeping work and disposing of the waste accumulated to outside CFH area including labour charges/tools like broom and brushes, collecting pans, buckets, mugs, etc. and maintenance of 3 Nos. 7.5 HP mono block pump set and replacement of spare viz. PVC flexible hoses (63 mm dia) washing hose-180 m length & 100 mm dia suction hose -18 m length). The items to be cleaned are as detailed below.

- (i)** Auction cum packing halls and berth : 235 M X 20 M
- (ii)** New packing halls including drains in the middle : 40 M X 16 M 2 Nos.
- (iii)** Drain adjacent to Auction cum packing halls : 225 M Long
- (iv)** Stainless trays/trolleys : 51 Nos.
- (v)** Dadoing of steel stanchions : 48 Nos.
- (vi)** Sweeping the entire hard surfaced area inside CFH wharf weekly
- (vii)** Covered drains inside wharf.

The contractor shall execute the whole and every part of the work in the most workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the instructions in writing in respect of the work signed by the Engineer in charge ATM i/c or their representative.

The contractor shall comply with the provisions of the contract and with care and diligence execute and maintain the works 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 from the contract.

- 3. Any block in the drains shall be cleared by the contractor expeditiously without any extra cost. If any defect is noticed during the contract period to the motor pump 7.5 HP (3 Nos.), foot valves, suction pipe/hose, valves, switch board, etc. (the whole items taken over by the contractor from CFH), the same has to be repaired and maintained by the contractor without any extra cost under intimation to the Assistant Engineer (SDO)/ ATM i/c , Cochin Fisheries Harbour. The above items handed over by CFH to the contractor for the operational purpose has to be maintained properly and to be handed over to the department with zero defects. If any lapse/defects noticed, the amount for the rectification of same will be recovered from the contractor from his running account bill/deposit. It is also the responsibility of the contractor to clear the wastes that may entangle on the impellor of the pump by detaching the impellor cover so as to avoid any damage to motor. Electricity will be supplied to the contractor free of cost. If any failure in the electricity supply, power generated from Diesel Generator will be supplied as available on intimation of such failure. If any break down occurred to the mono block pump set, the same has to be repaired by the contractor without affecting the washing operation, at his cost and under intimation to the Assistant Engineer (SDO) ATM i/c, Cochin Fisheries Harbour.*
- 4. The dust, debris, pebbles, damaged fish waste, etc. collected by sweeping and cleaning shall be taken away off wharf area to outside CFH area by the contractor without any extra cost.*
- 5. The contractor is liable to maintain the entire wharf area of CFH neat & clean by removing the growth of vegetation, rubbish, plastic/paper waste, empty bottles, etc.*

Part B- Operation and maintenance of Effluent Treatment Plant

- 6. Operating and maintaining the ETP by deploying required trained personnel. The plant shall be operated during day time 8.00 am – 4.00 pm. Sampling, testing and imparting training to CFH personnel shall also be made by the contractor during the one year period. The maintenance of the plant shall be carried out under the guidance and directions of officials of CIFT, who are the consultants for this ETP project. The statutory tests suggested by the CIFT officials during the operation period for the satisfactory operation of the plant shall be done in the approved laboratory and the cost of the same shall be met by the contractor.*
- 7. A site instruction book will be kept at site for giving instructions to the contractor. The contractor shall comply with the instructions if any given in the book regarding the cleaning work without fail**
- 8. Periodical inspection will be done by the Engineer in Charge or his representative. The contractor shall do the works to the entire satisfaction of the Engineer in charge.**
- 9. The period of contract is for one year including Sundays and holidays, extendable another one year or part thereof as per the discretion of administrator. However the Administrator (CFH) reserves the**

right to terminate the contract at any time with a day's notice in case he is not satisfied with the performance of the contractor or otherwise.

10. The works are to be carried out inside the restricted area. Hence security rules and regulations including obtaining passes for entering the area are to be observed by the contractor.
11. All labour skilled or unskilled for the work shall be provided by the contractor at his own cost and settling any disputes with the labour shall be contractor's responsibility. Insurance for the contractor's workers shall be provided by the contractor at his own cost.
12. The work shall be arranged by the contractor without causing any damage to Harbour structures/facilities. Any damage caused by the contractors/workmen operation shall be compensated/ made good at contractor's risk and cost.
13. The contractor is bound for one year to clean, wash, sweep and remove accumulated waste from wharf area as specified in the schedule of quantities of work to be done during day and night immediately on removal of fish catches from the auction halls.
14. Monthly part payments will be made based on satisfactory completion of each day's work recorded by Engineer-in-Charge and user representatives in monitoring register maintained by the contractor.
15. Measurements of Work Done:

Asst. 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 Computerized 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 authorized 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 authorized 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 authorized representative does not remain present at the time of such measurements after the Contractor or his authorized 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 authorized 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 authorized 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 authorized 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.

16. The contractor is bound to do the work as per contract conditions. If the contractor fails to clean/wash any part satisfactorily as stipulated in the tender the department will recover an amount of Rs. 1,500/- (Rupees One thousand and five hundred only) per each item for each day/night work.

SIGNATURE OF TENDERER