



**COCHIN FISHERIES HARBOUR**

(Tel: No. 0484 2220707)

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

**OFFICE OF THE ADMINISTRATOR  
COCHIN FISHERIES HARBOUR  
COCHIN 682005**

**Tender No. AE/T-03/WFV/CFH/2020-C**

**Price Rs.800/- plus GST @ 12% & Cess 1%.**

## **COCHIN FISHERIES HARBOUR**

### **TENDER FOR SUPPLY OF WATER TO FISHING VESSELS FROM THE SUPPLY POINTS AT COCHIN FISHERIES HARBOUR FOR A PERIOD OF ONE YEAR(29-07-2020 to 28-07-2021)**

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

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**Signature of the Tenderer**

**COCHIN FISHERIES HARBOUR**

No. AE/T-03/WFV/CFH/2020-C

Office of the Administrator  
Thoppumpady, Cochin-682005  
Dated 19-06-2020.**TENDER NOTICE**

1. Tenders in single sealed covers superscribed “**Tender for Supply of water to fishing vessels from the supply points at Cochin Fisheries Harbour for a period of one year (29-07-2020 to 28-07-2021) due on 17-07-2020**” containing two separate covers for EMD cum experience certificate and tender respectively will be received by the Administrator, Cochin Fisheries Harbour, Thoppumpady, Cochin 682005 upto 2.30 PM on 17-07-2020. The tenders will be opened by the Administrator (CFH) at his office on the same day at 3.00 PM.

**Estimated license fee to CFH : Rs. 48,000/- per year (taxes Extra)**

**Estimated business volume for Licensee : Rs. 24,00,000/- Per annum**

2. The tender should be submitted in the prescribed form which can be obtained from the office of the Administrator (CFH) on all working days from 09-07-2020 upto 2.30 PM on 16-07-2020 on payment of Rs. 800/- plus GST @ 12% & Cess 1%. The cost of the tender form once remitted will not be refunded under any circumstances.

3. If the tender is made by an individual it shall be signed with his full name and his address shall be given. In the event of the tender being submitted by a 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 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 of Association and Articles of Association of the Company.

**4. Earnest Money Deposit**

4.1 Each tender should be accompanied by an Earnest Money deposit amounting to **Rs.24,000/-** as DD in favour of the Administrator (CFH), Cochin-05 must be enclosed in the cover marked EMD.

Under no circumstances should currency notes be enclosed in the cover containing the tender as EMD. The EMD will not earn any interest.

4.2 A Licensee exempted from depositing Earnest Money in individual cases, shall attach with the tender an attested copy of the bond executed by him to secure exemption from payment of Earnest Money.

4.3 The tender and EMD receipt cum Experience Certificate shall be placed in separate sealed envelopes each marked "TENDER" and "EARNEST MONEY & EXPERIENCE CERTIFICATE" respectively. Both the envelopes shall be submitted together in another sealed envelope.

4.4 The officer opening the tenders shall first open the envelope containing Earnest Money & Experience Certificate. The envelope marked "TENDER" of only those tenderers shall be opened, whose Earnest Money & Experience Certificate placed in the other envelope is found to be in order.

**4.5 In case either the Earnest Money is not deposited or Experience Certificate not furnished or both not in order, the tender shall be returned to the tenderer unopened either on the spot if the tenderer is present or later by post. Only a mention to this effect shall be made in the tender opening register.**

5. The right of acceptance of a tender will rest with the Administrator (CFH) who does not bind himself to accept the lowest tender or the highest as the case may be and reserves to himself the authority to reject any or all of the tenders received without assigning any reason.

6. The Administrator (CFH) 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.

7. The tenderer should keep open validity of the tender normally for 60 days from the date of opening. However, it is also obligatory for the tenderer to keep the validity open for another 60 days for which request in writing by the Administrator (CFH) before the expiry of original validity would be sufficient intimation. The receipt of the intimation of the Administrator should be acknowledged.

Should any tenderer withdraw his tender before these periods, or makes any modifications in the terms and conditions of the tender which are not applicable to the department the Earnest Money deposited by the tenderer shall be forfeited.

8. The tender should be written legibly and free from erasures and overwriting or conversion of figures. Corrections where unavoidable should be duly attested by the signature(s) of the tenderer(s) with dates. **The tenderer(s) should quote his offer in percentage, based on the basic license fee in the schedule. If the quote found other than in percentage will be rejected.**

9. Where the tenderer signs his tender in any Indian script or can only write his name in English the percentage of tender offered by him should be written in the tenderers own handwriting in Indian script and in case of illiterate tenderers the percentage of tender should be attested by a witness.

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

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

## **12. Security Deposit**

The successful tenderer will be required to remit within 10 days of receipt of the acceptance order/before commencement of work a sum of Rs. 2,40,000/- in addition to EMD as security deposit. The total amount thus deposited will be retained for the due and proper fulfillment of the contract and will not earn any interest. Such deposit shall be forfeited on failure to perform or non fulfillment by the licensee of the terms and conditions of the licence. EMD and Security Deposit shall be refunded to the licensee not later than either 15 days from the date of remittance or last bill for the water supplied by the Cochin Fisheries Harbour at the end of one year or 15 days from the date of end of contract period in case no water is supplied by CFH.

13. Unless Security Deposit is furnished within 10 days of the date of notification of the acceptance of the tender or such extension of that period as may be permitted by the Administrator (CFH) in writing, the EMD will be liable to forfeiture and the contract to cancellation.

14. In the event of the tenderer, after the issue of communication of acceptance of offer by the Administrator (CFH), failing/refusing to execute the agreement as herein after provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as calculated and willful breach of the contract, the cost

and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have the full right to claim damages therefore either together with or in addition to the forfeiture of EMD.

15. The successful tenderer will be required to execute an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental format consisting of,

The Tender document including Tender Notice and all other documents including additional conditions/specifications and drawings, if any, forming tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

16. Failure to comply with conditions 7, 12 and 15 above will entail forfeiture of the Earnest Money.

17. The tenderer shall specify the PAN No. allotted to him so that the Administrator (CFH) can ascertain his liability to the Income Tax Department. Service Tax Registration details will also have to be submitted if required as per law.

18. The tenderer must furnish proof of his financial stability to be eligible for being licensed by a certificate from the Revenue Authorities. Otherwise he should specify any Nationalised Bank or Scheduled Bank to which the Administrator (CFH) can make reference regarding the tenderer's financial status.

**19. The tenderer should produce necessary proof of experience (Original or Notarized Copy) of having taken up the contract of supply of potable water for a minimum of one year in Government/Quasi Government/private sector organizations, with certification of satisfactory execution of contract in their letter head by the authorized signatory, specifying number and date of work order, completion cost etc., with tender document. However tenderers who are registered with Cochin Port Trust in the respective class and category are exempted from this requirement, upon furnishing details of such registration along with the tender.**

20. Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebate or are incomplete in any respect shall be summarily rejected. Such tenders shall be entered in the tender opening register but their rates (Percentage) shall neither be read out nor entered in the register. Only a remark mentioning the reason for rejection in brief shall be appended against such entry.

21. Canvassing in connection with the tender is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable for rejection.

22. This tender notice shall form part of the agreement for licensing the activity.

**Administrator  
Cochin Fisheries Harbour  
(For and on behalf of the  
Board of Trustees of Cochin Port Trust)**

**TENDER FOR WORKS**

To

The Board of Trustees of the Cochin Port Trust.

Through,

The Administrator (CFH)

I/We hereby tender for the execution for the Board of the work specified in the underwritten memorandum within the time specified in such memorandum at the prescribed licence fee.

**MEMORANDUM**

- a) General description of work : Supply of water to fishing vessels from the supply points at Cochin Fisheries Harbour for a period of one year.
- b) Estimated business volume for licensee : Rs. 24,00,000/-per annum
- c) Earnest Money : Rs. 24,000/-
- d) Security Deposit : Rs. 2,40,000/-
- e) Percentage if any to be deducted from bills : Nil
- f) Time allowed for commencement of work from the date of receipt of work order : As specified in the work order
- g) Time allowed for the work from the date of commencement of work : One year
- h) Schedule, specifications, conditions, drawings etc. : As per contents sheet attached

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions so far as applicable or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions and to execute an agreement with the Board in the prescribed form or in default thereof to forfeit the earnest money deposited by me/us.

The sum of Rs. 24,000/- has been deposited by me/us with the Administrator (CFH) as earnest money (a) the full value of which absolutely forfeited to the Board in office

without prejudice to any other rights or remedies of the said Board in office should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of security deposit specified in the above memorandum, the said sum of Rs. 24,000/- shall be retained by the Board as on account of the security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

Dated the.....day of.....2020

**Signature of the tenderer**

Address : .....  
.....  
.....

Witness : .....  
Address : .....  
.....  
.....

Occupation : .....

**ACCEPTANCE**

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

Dated the ..... day of .....2020.

**Administrator  
Cochin Fisheries Harbour  
(Licensor)**

## PROFORMA OF SCHEDULES

**SCHEDULE 'A'**

Schedule of quantities (Enclosed)

**SCHEDULE 'F'**

Name of work : Supply of water to fishing vessels from the  
supply point at CFH for a period of 1 year

Estimated license fee to CFH : Rs. 48,000/-per annum

Estimated business volume for Contractor : Rs. 24,00,000/- per annum

Earnest money : Rs. 24,000/-

Security Deposit : Rs. 2,40,000/-

Officer inviting Tender : The Administrator (CFH)

**Definitions :**

Engineer-in-Charge : AE (CFH) or the authority in charge

Accepting Authority : The Administrator (CFH)

Standard Schedule of Rates : Not applicable

**Clause 2**

Authority for fixing compensation : The Administrator (CFH)

**Clause 5**

Time allowed for execution of work : One year

Authority to give fair and reasonable  
extension of time for completion of work : The Administrator (CFH)

**Clause 11**

Specifications to be followed for execution of work : Enclosed

**Clause 16**

Competent Authority for deciding  
reduced rates : The Administrator (CFH)

**COCHIN FISHERIES HARBOUR****INSTRUCTIONS TO TENDERERS**

1. The submission of a tender by tenderer implies that he has read the tender document.
2. The tenderer is advised to visit and examine the site of work and its surroundings, discuss with connected agencies and collect all necessary informations on his own responsibility for preparing the tender.
3. The tenderer is expected to examine the tender documents including all conditions, specifications, forms etc. Failure to furnish the informations required in the tender documents or submission of tender not confirming to the requirements in every respect is likely to result in the rejection of the tender.
4. A basic license fee of Rs. 48,000/- per year has been fixed by the Administration. The tenderer shall quote his offer in percentage, based on this license fee.
5. The entire license fee shall be paid in the CFH office within 7 (Seven) days of receipt of work order (letter of acceptance).
6. The tenderer shall write his offer in percentage in the space given for the purpose at the end both in figures and in words. In the case of discrepancy between the percentage given in figures and words, then the percentage given in words will prevail.
7. Water as per availability will be supplied to the licensee at the prevailing rate 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.
8. The tender submitted shall comprise of the following documents.
  - (i) List of enclosures
  - (ii) Original tender document completed in all respects and signed.
  - (iii) A covering letter from the tenderer detailing various considerations in his tender.
  - (iv) Proof of Earnest Money deposited with the Administrator, CFH
  - (v) Financial Stability Certificate or to specify any Nationalised Bank or Scheduled Bank to which the Administrator (CFH) can make reference regarding the tenderer's financial status.

(vi) Copies (Notary attested) of work orders and satisfactory completion certificates in respect of similar works already carried out with contract value and period of contract, as evidence of his experience in work in Govt/reputed firms, duly signed by the authorized persons of the firm.

(vii) Details of present commitments giving contract value, details of work, date of commencement, percentage completed and scheduled date of completion.

9. The original tender document shall be typed or written in indelible ink and shall be signed by the tenderer or person duly authorized to sign on behalf of the tenderer. Such authorization shall be written Power of Attorney. All pages of the tender, except unamended printed document shall be initialed by the person signing the tender. The name and position held by the person signing the tender should be typed or printed below the signature.

10. If there are varying or conflicting provisions made in any document forming part of the contract, the Administrator(CFH) shall be the deciding authority with regard to the intention of the document, which will be binding on the tenderer.

11. Any error in description, any omissions there from shall not vitiate the licence conditions or release the licensee from the execution of whole or any part of the works completed therein according to specification or from any of his obligation under the contract.

**Signature of tenderer**

## COCHIN FISHERIES HARBOUR

### GENERAL DESCRIPTION AND SPECIAL CONDITIONS OF LICENCE

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. 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. However the Administrator (CFH) will have the power to entrust the work at his discretion. 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.**
3. 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.
4. 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.
5. Water meter required for the supply of water by the department shall be provided by the licensee. Any repair/replacement to the meter shall be carried by the licensee without any extra cost under intimation to the Asst. Engineer, 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 is noticed while taking 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.**

6. 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.**

7. 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 every wednesday 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.

8. 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.

9. A register for each day's supply of water shall be got signed by Engineer in charge or their representative of the CFH Administration once in every week on Tuesday and if Tuesday is not a working day then on the next working day.

10. The period of licence is for one year including Sundays and Holidays. However the CFH Administration reserves the right to 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 licensee.

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 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. 2,40,000/-, in addition to EMD 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**

**SCHEDULE**

**Name of work: Supply of water to fishing vessels from the supply points at Cochin Fisheries Harbour for a period of one year (29-07-2020 to 28-07-2021) under licence.**

Sl No.	Description of work	Basic License fee fixed by the CFH Administration per year (taxes extra)	Licence fee quoted in percentage of the basic licence fee (per year)	
			Above (+)	Below (-)
1	Supplying water to fishing vessels at Cochin Fisheries Harbour from existing water pipeline of CFH/ tankers during day/ night as per the tender conditions, directions and to the entire satisfaction of the Engineer-in-charge.	Rs. 48,000/- (Rupees Forty Eight Thousand only)	In figures (.....)  In words (.....)	In figures (.....)  In words (.....)

**SIGNATURE OF THE TENDERER**

**FORM FOR REQUEST FOR RELEASE OF EMD**

From

.....  
.....  
.....

To

The Administrator,  
Cochin Fisheries Harbour

Sir,

Sub: Supply of water to fishing vessels from the supply points at Cochin Fisheries Harbour for a period of one year (29-07-2020 to 28-07-2021) – Release of EMD regarding.

Ref: Tender No. AE/T-03/WFV/CFH/2020-C dated.

I / We have submitted tender for the subject work. I / We hereby request to release the EMD for Rs. .... (Rupees .....)  
submitted along with the tender at earliest in case the tender is not accepted. The hand receipt duly stamped and signed is enclosed.

Yours faithfully

(Signature)

Name:

Place:

Date:

**COCHIN FISHERIES HARBOUR**

Form No. 9  
Ref. Para 13 08 (C)

**FORM OF HAND RECEIPT**

No. and Date of Sanction :

Name and address of party to  
whom payment is to be made :

Cash Book Voucher No.

Department/Division

Dated:

Head of Account/Code

No.

1. Pay by cash/cheque)

2. Paid by me by cash/cheque

Received from the Administrator, Cochin Fisheries Harbour, Cochin-682005, a sum of  
Rs. (Rupees.....)

Name of work or purpose for which payment is made.....  
.....  
.....  
.....

Signature of Payee (with date)

Date:

Designation

Witness: