



No.GAD/PR/Chintan Shivir/2023/S

Dated: 04.05.2023

NOTICE INVITING SPECIAL LIMITED TENDER

Sealed Special Limited Tenders are hereby invited under two cover bids systems (Technical Bid & Financial Bid) for the engagement of Event Managers (having an office in Kerala) possessing experience in execution of similar nature of works, so as to reach the Office of Secretary, Cochin Port Authority, Willingdon Island, Cochin-9 before 11.00 a.m. on 09.05.2023.

A	Name of Work	Tender for engagement of Event Managers for Chintan Shivir to be held at Meencut Ground, Munnar on 21 st and 22 nd May, 2023.
B	Estimated Cost	Rs.69,00,000/-
C	Last date of submission of completed tender document	09.05.2023, 11.00 a.m
D	Date of Opening (Technical Bid Only)	09.05.2023, 11.30 a.m
E	Date of Opening (Price Bid)	10.05.2023, 02:00 P.M
F	Tender currency	Indian Rupees
G	EMD	Rs.2,10,000/- in the form of DD/Banker's Cheque in favour of FA&CAO of Cochin Port Authority
H	Security Deposit/Performance Security	<p>The tenderer has to provide the Security Deposit / Performance Security @ 10% of the contract price in the form of Demand Draft/Banker's Cheque within 3 days of receipt of work order.</p> <p>The Security Deposit / Performance Security shall be refunded, subject to deductions if any, after completion of the contract and issue of the completion certificate by CoPA.</p> <p>Security Deposit 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.</p>

The Tender document can be downloaded from our website www.cochinport.gov.in from 04.05.2023 to 09.05.2023 (up to 10.30 AM) and filled-in Technical and Financial Bids are to be submitted in hard copies at the office of the Secretary, Cochin Port Authority, Willingdon Island, Cochin-9 on any day (between 09:30 AM to 05.30 PM) before 11.00 am on 09.05.2023, in the Tender Box placed in the Reception (Ground Floor) of the Administrative Building of Cochin Port Authority, Willingdon Island.

1) INSTRUCTION TO TENDERER

- (i) The tender shall be submitted in accordance with these instructions and other terms and conditions of the tender. Tenders not conforming thereto is liable to be rejected.
- (ii) The tender documents comprising of these instructions, form part of General Conditions, Specifications, and Schedule of Quantities etc. of the above tender document.
- (iii) The Tender shall be complete in all respects with all the documents set out in the tender document.
- (iv) The tenders shall be submitted in TWO separate sealed covers, superscribed with the name of work, due date of submission, in the following manner: -

First sealed cover - Envelope-I- Technical Bid

Technical Bid in one sealed cover shall contain among others:

- a) the forwarding letter of tender,
- b) Annexure A format of experience (details of similar works executed) including copies of the relevant work orders and completion certificates.
- c) Copy of Profit & Loss accounts and balance sheets for last three years ending on 31.03.2022, duly certified by Chartered Accountant
- d) Entire tender document signed in all pages.

In the case of tenderer being individual or proprietor, they themselves should sign all pages of tender documents or an authorized power of attorney could also sign. In the event of the Tender being submitted by a registered partnership firm or a Limited Liability 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 partnership firm in all matters pertaining to the contract. If the Tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the Tender, the Board Resolution mentioning such authorization.

In any case the power of attorney, the Board Resolution, if applicable, shall be submitted along with Technical Bid.

- e) Individual tenderers shall submit identity proof. If the tenderer is proprietor, proof of being proprietorship concern shall be submitted. Similarly partnership firm shall submit document evidencing that it is duly registered under Indian Partnership Act or under Limited Liability Partnership Act, 2008. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company. Such documents shall be self-attested.
- f) An undertaking that the bidder have not been blacklisted by any Govt. entities may be enclosed.
- g) Earnest Money Deposit (EMD) in the form of Banker's Cheque or DD issued by Nationalized/ Scheduled Banks, drawn in favour of FA & CAO, Cochin Port Authority, payable at Cochin.
- h) An undertaking that no changes have been made in the Tender document has to be furnished.

The tenderer should note that no price should be quoted in the technical bid.

Second sealed cover - Envelope-II- Financial Bid

One sealed cover containing the priced Schedule of Quantities (Schedule-“A”).

- (v) Tenderer is not allowed to participate through Joint Ventures or consortia.
- (vi) Responsibility for conducting the event by the tenderer will be from end to end.

2) CRITERIA FOR TECHNICALLY QUALIFYING THE TENDERER

Tenders received shall be considered for acceptance, only if it meets the Minimum Qualification Criteria stipulated below during the preceding seven years ending on 31.12.2022:

(i) Experience:

The tenderer should have successfully completed at least:

- a) One similar work of value not less than Rs.55.20 lakhs
OR
- b) Two similar works, each of value not less than Rs.34.50 lakhs
OR
- c) Three similar works, each of value not less than Rs. 27.60 lakhs

Explanatory notes: Similar work(s) means “Carrying out the similar nature and magnitude of events in Kerala” for any Govt. Department/ PSU/Association/Organisation, in order to ascertain that the tenderer has presence in Kerala and is also acquainted about the local norms/ approvals required from authorities for successful completion of the event.

Tenderer should also submit following documents along with the technical bid (Envelope-I):

- (i) Copies of relevant work orders and completion certificates with technical bid (Envelope-I).
- (ii) Separate duly filled up Format for Technical Experience (Annexure-A) for each eligible assignment to be submitted with technical bid (Envelope-I).
- (iii) The Average Annual Turnover of the bidder during the last three financial years ending on 31st March 2022 shall be Rs.20,70,000/-. Proof of the same duly certified by the Chartered Accountant, shall be submitted.
- (iv) Copy of Permanent Account Number (PAN)
- (v) Copy of GST Registration certificate
- (vi) Copies of the 26AS from the TRACES site for last 3 years ending on 31.03.2022.

3) OPENING OF TECHNICAL BID:

- (a) The Technical Bid of the bidders will be opened on 09.05.2023 at 11:30 A.M in the office of the Secretary, Cochin Port Authority, Willingdon Island, Cochin-9.

- (b) CoPA shall not be responsible for delay in receipt of the Tenders and for damages, if any, to the envelope(s)/documents during transit.
 - (c) Tenderers are requested to be present at the time of opening of the tenders. If the date(s) of opening, for any reason happens to be holiday(s), the tender(s) shall be opened on the next working day(s) at the stipulated time. In the event of the absence of tenderers at the time opening of bids, the same shall be proceeded with.
- 4) OPENING OF FINANCIAL BID:
 - (a) The Financial Bid of the qualified technical bidders will be opened on 10.05.2023 at 2:00 P.M in the office of the Secretary, Cochin Port Authority, Willingdon Island, Cochin-9
 - (b) CoPA shall not be responsible for delay in receipt of the Tenders and for damages, if any, to the envelope(s)/documents during transit.
 - (c) Tenderers are requested to be present at the time of opening of the tenders. In the event of the absence of tenderers at the time opening of bids, the same shall be proceeded with.
- 5) REJECTION OF THE TENDER(S)
 - (a) Interested tenderers are requested to go through the entire Tender Document including scope of work and deliverables. Failure to furnish any or complete information and documents required as per Tender Document, submission of tender(s) which is/are not in conformity with the Tender Document, conditional tender(s) shall be liable for rejection of tender(s). In respect of interpretation/clarification over this Tender Document, the decision of Secretary, Cochin Port Authority shall be final.
 - (b) Tender(s) received after the specified date & time shall not be considered.
 - (c) Tender(s) received through Fax/Telex/e-mail or any other Electronic mode of submission shall not be considered
- 6) Agencies blacklisted by Govt. entities are not eligible to participate in the tendering process. The bidder shall submit an undertaking that the they have not been blacklisted by any Govt. entities along with Envelope-I.
- 7) EMD/ Bid Security:
 - (a) The bids shall be accompanied with EMD/Bid Security amounting to Rs 2,10,000/- (Rs. Two Lakh Ten Thousand only) in the form of DD/Banker's Cheque in favour of FA&CAO of Cochin Port Authority.
 - (b) If the tender is not accompanied with the EMD/Bid Security, the bid will be treated as non-responsive and will not be considered for qualification.
 - (c) No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.
 - (d) The EMD shall be forfeited under following circumstances:

- (i) In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity.
- (ii) If the tenderer fails to furnish security deposit within the stipulated time, upon award of contract as required in the tender within the stipulated time or within such extended time granted by CoPA, the tender shall be liable to be cancelled and EMD shall be forfeited.
- (iii) Upon submission of Security Deposit by the successful tenderer, CoPA will refund EMD to the unsuccessful tenderer

8) Security Deposit/ Performance Security:-

- (a) The tenderer has to provide the Security Deposit / Performance Security @ 10% of the contract price in the form of Demand Draft/Banker's Cheque in favour of FA&CAO of Cochin Port Authority within 3 days of receipt of work order. The Security Deposit / Performance Security shall be refunded after completion of the contract and issue of the completion certificate by CoPA.
 - (b) Security Deposit will not carry any interest.
 - (c) Such deposit shall be forfeited on failure to perform or non-fulfillment by the Contractor of the terms and conditions of the Contract
 - (d) On successful completion of the work, CoPA shall return interest free Security Deposit subject to recoveries and forfeiture due to failure of performance of the Contract or any part of it.
- 9) The successful bidder shall execute an Agreement with Cochin Port within 3 days of receipt of work order, at its cost in stamp paper of appropriate value. Failure to execute agreement shall entitle Cochin Port to cancel the work order.
- 10) Generally, the work shall be awarded to the L1 bidder (lowest bidder). However, Cochin Port Authority does not bind itself to accept the L1 bid and reserves the right to accept any bid in part or to reject any bid or all bids without assigning any reasons whatsoever. In case, if there is more than one L1 bidder, then the contract will be awarded by Cochin Port Authority, at its discretion, . This Tender Document along with the subsequent addendum/ corrigendum/clarifications, if any, shall form part of the contract/agreement to be executed by CoPA with the selected contractor.
- 11) If the selected contractor refuses/fails to accept the work order issued by CoPA and if the work assigned is not done as per the scope and directions of the CoPA, in addition to forfeiture of Security Deposit, action will be taken as deemed fit by CoPA
- 12) Inconsistencies/ Ambiguities in the Financial bid (schedule of quantities) shall be dealt in accordance with the following rules: -
- (a) The Tenderer will quote item wise, but the evaluation will be made on the total value quoted in Financial bid.
 - (b) Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if any discrepancy is found, the rates written in words will be considered final.
 - (c) Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.

- (d) Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.
- (e) The tenderer is bound to quote on all items mentioned in the Schedule of Quantities. In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.
- 13) No alteration shall be made in any of the Tender Documents supplied/ downloaded from the website. Tenderer by submission of the duly signed tender shall be deemed to have accepted the terms and conditions contained in the Tender Document.
- 14) The amount quoted by the tenderer shall be valid for the entire duration of the contract. Tenderer shall note that the price and rates inserted in the Schedule of Quantities, are for the completed items of work as per description of the item and relevant technical specifications and inclusive of all cost and expenses whatsoever which may be required in and for the completion of the works described whether specifically mentioned or not, together with all general risks liabilities and obligations set forth or implied in the documents on which the tender is based. CoPA will not be responsible or pay for any expenses or losses which may be incurred by any tenderer in the preparation and submission of the tender, or in any activity connected therewith.
- 15) Rates quoted in the financial bid are to be exclusive of GST.
- 16) The Scope of Work is same as mentioned in Schedule A - Price Bid (Envelope – II).
- 17) All documents submitted with the tender shall be in the English Language. If the language used in any documents is Malayalam, the tenderer shall submit a translated copy of the same in English and each page thereof has to signed by the tenderer.
- 18) An undertaking that no changes have been made in the Tender document has to be furnished.
- 19) The tender shall remain valid for 60 days from the date of submission unless otherwise stipulated.
- 20) Successful bidder shall carryout the work as per the scope of works in the tender. Cochin Port Authority, at its discretion is entitled to add or omit or substitute or alter any item in the scope of work. Such instructions for addition or omission or substitution or alteration shall be made in writing or orally by authorized officer. The successful bidder shall be bound to perform such additional or altered or substituted works ordered to be performed by the authorized officer of Cochin Port Authority. Omitted items shall not be performed. For such additions in the works, the successful bidder will be paid market rates of such items prevailing on the date of programme/event. For any items omitted by Cochin Port from the scope of work, Cochin Port will be entitled to deduct such amount as per market rates for the items prevailing on the date of programme/event. For items substituted or alterered, the rates of items will be modified subject to market rates prevailing on the date of programme/event and if the market rates are higher such excess amount will be paid and if the markets rates are lower, such differential rate will not be paid. The decision made by Cochin Port Authority in this regard will be final.

- 21) Before tendering, the Tenderer at its own costs is advised to visit the site of work, and in any case shall be deemed to have done so in order to acquaint himself with the nature of the site and the conditions in which the works are to be executed, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he/they may require etc. and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to any misunderstanding or otherwise shall be allowed. If any clarification is required, you may visit the office of Cochin Port Authority or may contact 0484-2582112.
- 22) Successful tenderer shall provide a layout plan of the German Hanger structure along with the seating arrangement, Dias, dining area, toilet blocks etc. before starting the work who shall co-ordinate with the nominated official of CoPA for execution and keep CoPA informed from time to time.
- 23) Successful tenderer is required to get the layouts approved from the nominated officer of CoPA and required to undertake all steps deemed fit for execution of the contract.
- 24) All the works as per the Schedule should be completed latest by 20.05.2023 before 10.00 AM.
- 25) No advance payment will be made by CoPA to the successful bidder for the commencement of work.
- 26) Courts in Cochin shall only have jurisdiction on adjudication of disputes arising out of the tender.
- 27) Disputes or differences, if any, shall be settled by the parties by mutual discussions or negotiation. If any dispute subsists, they shall be referred to the Chairperson/Deputy Chairperson of Cochin Port Authority, for their decision. If the disputes subsists even then, the disputes shall be settled through Arbitration in accordance with Arbitration and Conciliation Act, 1996, by a Sole Arbitrator appointed by Chairperson, Cochin Port Authority. The venue of Arbitration shall be Cochin. The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of reference and of the award (including fee, if any of the arbitrator) shall be in the discretion of the Arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- 28) Cochin Port reserves the right to reject / cancel / postpone any one or all Tenders at any stage of the Tender, without assigning or stating any reasons, which will be binding on all bidders.
- 29) Any modification/ corrigendum issued with regard to this Tender Document shall be uploaded on CoPA website only. Tenderers are therefore, requested to visit the website regularly till the last stipulated date of issuance of the Tender Document for ascertaining any modification/ corrigendum issued in this regard.
- 30) Tenderer needs to give details of their contact person, with official email ID and telephone number, and same will be used for all communication.

Sd/-

For and on behalf of Cochin Port Authority

SIGNATURE OF THE TENDERER

GENERAL CONDITIONS

- (1) The Contractor shall provide all materials, labour, machinery, Water and Electricity required for the execution of all items of Works till the completion of the event.
- (2) During working at site, some restrictions may be imposed by Officer-in- charge/Security staff or corporation or Local Authorities regarding safety and security etc. The contractor shall be bound to follow all such restrictions/instructions & nothing extra shall be payable on this account.
- (3) The Contractor shall bear all incidental charges for cartage to site, local carriage, within the site, storage and safe custody of all materials at site for the proper storage of all materials, for their safety against damage due to Sun, rains, dampness fire, theft etc.
- (4) No compensation shall be payable to the contractor for any damage caused by rains, lightening, wind, storm, floods, tornado, earth quakes or other natural calamity during the execution of work. He shall make good all such damage at his own cost; and no claim on this account will be entertained.
- (5) Taxes: Payment of Income Tax/GST to the Department will be the responsibility of the contractor. Tax shall be deducted at Sources as per the provisions of Income Tax at prevailing rate. TDS under GST Law shall also be deducted at the applicable rules and rate.
- (6) The contractor shall be responsible for maintenance and upkeep of the stand, structure and light including replacement of fused lamps during the tenure of the event for which no extra payment shall be made.
- (7) The contractor shall obtain all necessary statutory permissions, approvals and clearances from the concerned authorities for the execution of the work.
- (8) The contractor shall be liable to make good any damage done to the walls/floor/door etc. of the site/ building as per demand and the site will have to be cleared on the succeeding day of the completion of the event.
- (9) The site should be cleared of all the waste/debris and should be handed over to the concerned as in the allotted condition.
- (10) All the materials used/supplied by the Contractor for the work shall be on hire basis except where indicated otherwise, delivery at site, installation, maintenance removal shall be done by the contractor at their own cost.
- (11) All communication should be addressed to the Secretary, Cochin Port Authority, Willingdon Island, Cochin : 682 009. Cochin Port Authority has the right of cancelling the contract in full or part without assigning any reason.
- (12) All the furniture to be provided shall be without any defect and shall be scratch less and stain less. The frames of the furniture should be either wooden or stainless steel, plastic as specified in the Schedule of Quantities. The samples of the furniture should be got approved from the officer concerned of Cochin Port Authority, Willingdon Island, Cochin-9
- (13) The payment shall be made within reasonable time on receipt of the invoice from the contractor after the completion of work, subject to deductions/recoveries as CoPA deems fit.

(14) In case of supply of sub-standard/ defective materials, furniture etc., the Secretary, Cochin Port Authority, shall have the powers to deduct/ recover full amount of the respective items against the payments due to the contractor.

(15) Force Majeure

- a. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this Agreement, the relative obligation of the party affected by such force majeure shall, after notice under this clause be suspended for the period during which such cause lasts.
- b. The term force majeure as used herein shall mean act of God, war (declared or undeclared) riot, fire, flood, or such other natural calamities;
- c. On such event, the party rendered unable as aforesaid, shall notify the other party in writing, within seventy two (72) hours of the beginning of such events giving full particulars and satisfactory explanation in support of its claim.

Sd/-

For and on behalf of Cochin Port Authority

TENDERER'S SIGNATURE