

COCHIN PORT TRUST



“E-Tender for Dry Leasing of One No. Toyota Innova Christa(7 SEATER) for the period of Five years.”

BID DOCUMENT

(No.D/ICE/T-1/ Dry Lease/ Innova(7seater)/18-M) dated 07.05.2018

Issued by:

Superintending Engineer(M) IC Engines,

Cochin Port Trust,

Willingdon Island,

Kerala, India.

Pin : 682 009.

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May -2018

COCHIN PORT TRUST

MECHANICAL ENGINEERING DEPARTMENT

“E-Tender for Dry Leasing of One No. Toyota Innova Christa(7 seater) for a period of Five Years”.

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COCHIN PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT
(I C ENGINES DIVISION)
COCHIN-682009, KERALA, INDIA
Phone: 0484-2582391, 2582395, Fax: 0484-2666639

No.D/ICE/T-1/ Dry Lease/ Innova(7 seater)/18-M)

dated 07.05.2018

TENDER NOTICE

Tenders are invited on behalf of the Board of Trustees of COCHIN PORT TRUST in single stage two bid system (Commercial and financial offer) from experienced firms/organizations in Electronic mode (e-Tender) **“E-Tender for Dry Leasing of One No. Toyota Innova Christa 7 seater for a period of Five years.**

I. Bid documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the Table below by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement portal, which can be downloaded for submission. The cost of bid document/Tender processing fee shall be furnished in the form of Demand Draft/ Banker’s Cheque drawn in favour of FA & CAO, CoPT along with the submission of bid.

1. Schedule of different activities till submission of the bid are detailed as under:

Sl. No.	Particulars	Date and Time
1.	Tender e- publication date	07-05-2018
2.	Download period of Bid Documents	From 10:00hrs. on 08-05-2018 upto 14:30hrs on 28-05-2018
3.	Date of pre-bid meeting	11:00 hours on 16-05-2018
4.	Last date for seeking clarification	15-05-2018
5.	Last date of uploading of Clarifications/ Addendum/ Corrigendum	22-05-2018
6.	Last date and time of submission of bid	14:30 hours on 28-05-2018
7.	Date and time of opening the bid	15:00 hours on 28-05-2018

2. Tender Details.

a. General Information:

Sl. No	Item	Details
	TenderNo.D/ICE/T-1/DryLease/Innova(7seater)/18-M	Dated 07.05.2018
1	Name of the work	“E-Tender for Dry Leasing of One No. Toyota Innova Christa 7seater for a period of Five years.”
2	Employer	Cochin Port Trust
3	Employer’s Representative	Superintending Engineer(M) ICE
4	Executing authority	Superintending Engineer(M) ICE (ICE Division), Cochin Port Trust

b. Bid Information :

Sl. No.	Item	Details
1	Cost of Bid document /Tender processing fee.	Rs.1,050 /- +5% GST (Non refundable) by Demand Draft / Banker’s Cheque drawn from any Nationalized/ Scheduled Bank operating in India in favor of FA&CAO, CoPT
3	Earnest Money Deposit	EMD-Rs. 38,940.00 (Rupees Thirty eight thousand nine hundred and forty only) by Demand Draft / Banker’s Cheque drawn from any Nationalised/ Scheduled bank operating in India in favour of FA&CAO, CoPT
4	Bid Validity period	90 days
5	Mode of payment	In Indian Rupee only
6	Language of Contract	English

3. Minimum Qualification Criteria

Bids of only those parties who satisfy the Minimum Eligibility Criteria given below will be considered for detailed evaluation:

- (i) The Bidder should own or have on lease the offered vehicle with at least one spare vehicle (Commercial vehicle newly registered on or after 01-01-2018) with valid Certificate of Registration, Certificate of Fitness, Permit and insurance on the date of

submission of the tender. Copies of certificate of Registration, Fitness certificate, permit and insurance certificate, document for lease or ownership are to be submitted along with the tender.

- (ii) The bidder should have experience of providing vehicles on hire to any Govt./ Public sector undertaking / Private organizations for at least one year during the last 7 years ending on 31-03-2018. Copies of work orders and satisfactory performance certificate issued by the client should be furnished along with the tender. **In the case of works executed for Private organizations a TDS certificate in connection with the contract to be produced.**

- (iii) Average annual Financial turnover of the bidder during the last three financial years ending **31-03-2017** shall not be less than Rs.2.33 lakhs. Financial Turnover for three years duly certified by a Chartered Accountant shall be furnished.

OR

Solvency certificate issued from the Bank certifying that the bidder can be treated as good for any engagement up to the average annual turnover amount which is equal or more the above said amount for the last three years.

OR

Copies of Income tax return for the last three financial years ending on 31-03-2017, having an average annual gross turnover equivalent to the above said amount.

The bidders need to obtain the one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/copt from the service provider **KEONICS** by paying registration amount of Rs.1180/- including GST , by online Payment using Credit/Debit Card/Net banking or DD in favor of “KSEDCL, Bangalore.

4. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature **please contact e-Tender Help Desk No. 080 – 40482000 / 9746118529.**
5. Bids shall be submitted “on line” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the Bid document. The bidders should submit scanned copy of all the required documents such as proof of experience, financial details, etc. through the e-tendering portal. www.tenderwizard.com/COPT

6. The bidder is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the bidder etc., if any, issued by the Employer, and submit the same duly signed on submission of the bid. Incomplete bid documents will be rejected.
7. All bids are to be submitted online on the website www.tenderwizard.com/CoPT. Bids shall be received only “on line” on or before 28/05/2018 up to 14.30 hrs.
8. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
9. The bidder shall submit the original documents towards the cost of tender/processing fee and EMD. Further proof of experience, financial details and such documents which could not be uploaded due to system constraints shall submit along with letter of proposal in a sealed cover in the tender box before 2.30PM on 28/05/2018. Tenders without submitting the original documents as above, before the stipulated date and time of the tender will be liable for rejection. **Price Bid shall not be submitted as Hard copy under any circumstances**
10. Tenderers must not have been debarred from Cochin Port Trust or any Government /Semi-Government and reputed organizations.
11. Cochin Port Trust reserves the right to reject any or all the bids without assigning any reasons thereof and shall also not to bound to accept the lowest bid.

Superintending Engineer(M) ICE

Tele Fax: 91 0484 2666639

Email: semiceopt@gmail.com

COCHIN PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT

“E-Tender for Dry Leasing of One No. Toyota Innova Christa 7 seater for a period of Five years”.

2-INSTRUCTIONS TO TENDERERS

- 2.1 The tender documents should be submitted as two separate files in the e-tender Portal; one file consisting of following documents:
- a. EMD in the form of banker’s cheque or DD.
 - b. Cost of tender documents Rs. 1050/+-5%GST in the form of the BC/DD
 - c. Copy of the tender documents duly signed.
 - d. Details of past performance with supporting documents.
 - e. Copy of partnership deed or proprietorship deed or Memorandum and article of Association as the case may be.
 - f. Tenderer shall furnish documentary evidence in support of Goods and Service Tax (GST) Registration..

Original Demand Draft/Bankers Cheques towards the cost of Tender Document/Processing Fee and EMD along with duly filled(Except price schedule)&signed tender documents and all other documents to be submitted as per the tender shall be submitted in a sealed cover. The sealed cover super-scribing the tender No.,Name of the tender and name and address of the bidder, shall be deposited in the **Tender Box** provided in the main reception area of new Administrative Building of Cochin Port Trust on or before 28/05/2018 at 14.30 hrs.

- 2.2 The price bid format (Scheduled B) is given separately. It should be filled **ONLY ON LINE** by the bidder. **Price Bid shall not be submitted as hard copy under any circumstances.**

2.3 The tenderers are required to submit the bid in **‘e-tender’ mode** only on www.tenderwizard.com/COPT before the due date and time fixed for opening of the bid.

2.4 Corrections should be duly attested by the signature(s) of the tenderer (s) with date.

2.5 Cochin Port Trust shall not provide any forms for getting any exemptions from Payment of duties and taxes.

2.6 Tenderer should note the following conditions carefully and comply with same before and while submitting the tender. In case the conditions are not complied with, the tender is liable for rejection.

(a) **EMD**

- i. The tenders, which are submitted without EMD, will be considered as non -responsive and hence, liable for rejection
- ii. The EMD of unsuccessful tenderers shall be returned on award of contract to successful bidder
- iii. The EMD of successful tender will be refunded on submission of Security Deposit by way of Bank Guarantee.
- iv. No interest will be allowed on the EMD from the date of its receipt until it is so refunded.
- v. EMD in the form of Bank Guarantee will not be accepted.

- (b) EMD shall be forfeited in the following cases:-
- i. In the event of tenderer withdrawing/modifying his tender before the expiry of tender validity of 90 days from the date of submission & opening.

OR

- ii. Failing to enter into an agreement with the Port upon award of contract as required in the tender within 30 days on receipt of Letter of Intent, the tender shall be liable to be cancelled and EMD shall be forfeited.

2.7. AMENDMENT TO TENDER DOCUMENT.

- i. At least five days, prior to the date of submission of bid, Cochin Port Trust may for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the tender documents by amendments.
- ii. The amendments will be published in the web sites and these amendments will be binding to all the bidders.

2.8. Opening of Tenders:

- i. Tender will be opened at 15:00 hrs on **28.05.2018** in the e-tender portal www.tenderwizard.com/COPT. Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening.
- ii. To assist in the examination, evaluation and comparison of tenders, Cochin Port Trust may ask tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent e-mail/fax, but no change in price or substance of the tender shall be sought, offered or permitted.

2.9. Determination of Responsiveness: The tender which does not satisfy the Minimum qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation.

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

2.11 Evaluation and comparison of tenders:

- i. Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding.
- ii. **Tender will be evaluated based on the rates per month quoted .**

2.12 Acceptance of Tender: Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

2.13 Language of the tender: The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Trust shall be in **English language.**

2.14 .AWARD OF CONTRACT

Cochin Port Trust shall award contract to the bidder whose offer is found technically, commercially and financially acceptable.

2.15 RIGHT TO VARY QUANTITIES

Cochin Port Trust reserves the right at any time after the award of contract to increase or decrease the vehicles to be hired specified in the Schedule without any change in hiring charges of the offered quantity and other terms and conditions.

2.16 SECURITY DEPOSIT

The successful bidder shall furnish a Security Deposit for 10% of the total contract value in the form of Bank Guarantee (Nationalised/ Scheduled Bank), failing which the said 10% shall be deducted from their running bills. The security Deposit shall be refunded to the successful tenderers on expiry of the contract after recovery of any damages or losses caused to the Port without any interest.

Security deposit will be forfeited

a. In the event of tenderer violating any of the tender conditions.

OR

b. In the event of non supply of vehicle, non availability of driver/vehicle etc.

2.17 AGREEMENT

The successful bidder shall be required to execute an agreement as per the format provided at his expense on Kerala Govt. stamp paper of value Rs.200/- for the due and proper fulfillment of the contract.

2.18 VALIDITY OF TENDER

This tender shall remain valid for 90 days after the date of opening of bids.

2.19 **Mode of payment** : Payment will be made on the basis of rate quoted by the bidder as per the Schedule- I, on monthly basis through RTGS/NEFT. Bills may be submitted /addressed to the **Secretary,CoPT**.

2.20 The monthly payment will be made within a reasonable time after submission of the bills along with the logbook. The Cochin Port Trust can also arrange e- payment, for which the contractor is required to furnish the bank account and other relevant details separately.

2.21 The Contractor shall be registered under EPF and ESI Act and the employees employed under them/him shall be covered in the EPF and ESI Scheme and evidence of remittance of contribution shall be furnished to CoPT in every month and in case of default in payment to such statutory organization, such amount will be withheld from the running bill of the contractor by CoPT.

2.22 **Tender may be submitted for rates/month for the vehicle.**

(Tenderer)

Date :

(Signature with seal)

COCHIN PORT TRUST
SUPERINTENDING ENGINEER (M) ICE

“E-Tender for Dry Leasing of One No. Toyota Innova Christa 7 seater for a period of Five years.”

3- GENERAL CONDITIONS OF CONTRACT

3.1.PAYMENT TERMS

The bills shall be submitted in duplicate to the Authority specified in the contract along with duty slips duly signed by the user on monthly basis..

- (a). The price to be quoted should be **exclusive** of all taxes and duties.
- (b). The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- (c) 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.
- (d) GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Trust, 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 Port Trust 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.
- (e). Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Trust will result rejection of his /their tender.

3.2. TERMINATION OF CONTRACT

3.2.1 Cochin Port Trust may without prejudice to any other remedy for breach of contract may terminate the contract.

- (a).if the contractor fails to supply vehicles within the period(s) specified in the contract or any extension thereof granted by Cochin Port Trust.
- (b).If the contractor fails to perform any other obligation (s) under the contract.

3.2.2 The contract can be terminated by CoPT by issuing of notice within a period of 45 days without any reasons.In the event of failure by the contractor to comply with the terms and conditions of the contract, penalties will be applicable .

3.2.3 Cochin Port Trust may, without prejudice to other rights under the law or contract provided, get the hiring of vehicle done at the risk and cost of the contractor, if the contract is terminated for the fault of the contractor..

3.2.4 The Security Deposit will be forfeited on termination of contract on the default of the contractor.

3.3 TERMINATION FOR INSOLVENCY

Cochin Port Trust may also by giving written notice and without compensation to the contractor terminate the contract, if the contractor becomes, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

3.4. Force Majeure

3.4.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes or lockouts (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of CoPT as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

3.5. PERIOD OF CONTRACT

The period of contract for hiring of vehicles is five years

3.6. AVAILABILITY

Even though the vehicles are hired for normal daily usage, including holidays the tenderer should ensure that the vehicle is made available as per requirement.

3.7. In case the vehicles/drivers has not reported for duty/is not available or is under repairs, it is the responsibility of the contractor to provide alternate arrangements for vehicles/drivers, for attending duty at Cochin Port Trust. The alternate vehicles/drivers should meet with the specifications applicable as per the tender.

3.8. PENALTY

In case the alternate vehicle is not made available at any time, due to any reason, Cochin Port Trust will make its own arrangement and recover the cost or charges per day/hour on pro-rata basis shall be deducted from the tenderer. In addition, a penalty of Rs. 5000/- per day/vehicle, of non-availability of vehicle will be imposed.

3.10. The contractor shall keep the Insurance and permit of the vehicles valid throughout the

period of contract. All expenses for the vehicle, including repair charges, road tax, insurance, salary to the driver, etc., come under the purview and responsibility of the contractor. The tenderer shall have to bear any increase in price of the fuel and cannot demand any increase in the monthly rates from Cochin Port Trust on this account.

3.11. The successful tenderer shall indemnify the CoPT in case of any Third Party claim.

Date :

(Tenderer,

Signature with seal)

ANNEXURE-1

SCHEDULE-B

Dry leasing of One No. Toyota Innova Christa 7 seater vehicle for five years.

TENDER No. D/ICE/T-1/ Dry Lease/Innova (7 seater)/18-M DATED 07.05.2018

Vender Name & GST Reg.No.	Rate per month (Rs.)	GST in %	Total amount/ month including GST
Supply of 1 No. Toyota Innova Christa 7 seater vehicle on dry lease for five years. Usage-24hrs./day	Rs.		

Note:-

Name & Address

Telephone No.

(Signature of the bidder)

ANNEXURE-II

DETAILS OF VEHICLES OWNED/ON LEASE BY THE TENDERER

Sl.No.	Description of Vehicles (Make&Model)	Reg.No.	Year Of Manufacture (Attach copy of RC)	Run Kms.	Nature of ownership Own/lease

Yours faithfully,

Signature :

Name & Designation :

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ANNEXURE-III

**PROFORMA OF UNDERTAKING– REGARDING ILLEGAL METHODS FOR INFLUENCING
TENDER PROCESS**

To
The Superintending Engineer(M) ICE,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No **D/ICE/T-1/ DryLease/Innova(7 seater)/18-M DATED 07.05.2018** so as to influence the Tender process and have not committed any offence under the PC Act in connection with the Tender.

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-IV

PROFORMA OF UNDERTAKING - REGARDING DISCLOSURE OF PAYMENT MADE / PROPOSED TO BE MADE TO THE INTERMEDIARIES (AGENTS, ETC.) IN CONNECTION WITH THE TENDER

To
The Superintending Engineer(M) ICE,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Tender No. **D/ICE/T-1/ Dry Lease/Innova (7 seater)/18-M DATED 07.05.2018**

1. Rs. _____ to Mr./Ms./Messrs _____

(Name and Address)

2. Rs. _____ to Mr./Ms./Messrs _____

(Name and Address)

3. Rs. _____ to Mr./Ms./Messrs _____

(Name and Address)

Yours faithfully,

Signature :

Name & Designation :

Note: In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.

ANNEXURE-V

Proforma of Undertaking -**THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED**

To
The Superintending Engineer(M) ICE,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Sir,

I/We.....

.....do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the **TENDER No. D/ICE/T-1/ Dry Lease/Innova (7 seater)/18-M DATED 07.05.2018**

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-VI

Proforma of Undertaking -That the bidder has not been debarred from Cochin Port Trust or any Government, Semi-Government/ reputed organizations

To
The Superintending Engineer(M) ICE,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We/I.....

.....

.....do hereby declare that we/I have not been debarred from participating in tenders by Cochin Port Trust or any Government, Semi-Government/ reputed organizations .

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-VII

Proforma of declaration that the firm will be able to supply commercially registered vehicle of model newly registered on or after 01.01.2018.

The Superintending Engineer(M) ICE,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Sir,

We/I.....

.....

.....do hereby declare that we/I will be able to supply commercially registered vehicle, Newly registered on or after 01.01. 2018 .

Yours faithfully,

Signature :

Name & Designation :