



**COCHIN FISHERIES HARBOUR
(GOVERNED BY COCHIN PORT TRUST)**

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Website: www.cochinport.gov.in

TENDER DOCUMENT

**For Outsourcing of Revenue Collections inside the Wharf of Cochin Fisheries Harbour for
a Period of One Year**

(TECHNICAL BID)

(e-Tendering Mode)

Website: www.tenderwizard.com/COPT

Tender No. AE/T-01/Revenue Collection/CFH (RT-3)/2021 Dated 30 -10-2021

**COCHIN FISHERIES HARBOUR,
OFFICE OF THE ADMINISTRATOR,
THOPPUMPADY,
KOCHI - 682 005.**

Price : Rs.5,600/- (5000 + 12% GST)



Cochin Fisheries Harbour

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COCHIN FISHERIES HARBOUR
(GOVERNED BY COCHIN PORT TRUST)

Office of the Administrator,
Cochin Fisheries Harbour,
Thoppumpady, Kochi – 682005, KERALA
Tele: 91-0484-2220707/ 0484-2951707
website: www.cochinport.gov.in



Tender No. AE/T-01/Revenue Collection/CFH (RT-3)/2021

Date: 30 -10-2021

1. NOTICE INVITING TENDER

1. Electronic Tenders (**e-tenders**) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], are invited by The Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Kochi-9 from reputed firms meeting the Minimum Qualification Criteria specified below for **“Outsourcing of Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year”**

2. **Minimum Qualification Criteria (MQC):**

Tenderer must fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:

a) Experience

The Tenderer should have experience of having successfully completed similar works of “toll/parking fee collection preferably in Fish Landing Centres/toll gates/parking terminals” in Major Ports/ Minor Ports/ Private Ports/ Fishing Harbours/ Other Reputed Govt./Private Organizations as detailed below to their clients during last 7 (seven) years ending 30.09.2021

i) Three similar completed works each costing not less than **Rs.74.91 Lakhs.**

(OR)

ii) Two similar completed works each costing not less than **Rs.93.64 Lakhs.**

(OR)

iii) One similar completed work costing not less than **Rs.149.82 Lakhs.**

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March, 2020 (viz. 2017-18, 2018-19 and 2019-‘20) should be at least **Rs.56.18 Lakhs.** If the firm is having a period of existence less than 3 years, the average of annual turnover will be calculated for the period from the date of existence of the firm.

Explanatory notes:-

Note 1:- Tenderer should submit self attested/notarized copies of Work Order/Contract Agreement and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.

Note 2:- 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 past years.

Table 1.1

Year before	Multiplying factor
One year [September, 2020]	1.07
Two years [September, 2019]	1.14
Three years [September, 2018]	1.21
Four years [September, 2017]	1.28
Five years [September, 2016]	1.35
Six years [September, 2015]	1.42

Note 3:- The experience certificate of works executed in private sectors/organizations shall be considered for qualification, on submission of TDS certificate along with work order and completion certificate.

Note 4:- The bidders should have successfully completed minimum one year of satisfactory operation of similar works as on 30-09-2021. Also, in the case of ongoing contracts for *similar works* as on 30-09-2021, if the value of the completed portion of the contract is meeting the criteria specified under Clause 2(a) above the same will be considered based on documentary proof issued by the clients.

Note 5:- A statement duly certified by the Chartered accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-19 and 2019-'20) and audited financial statements for the above three financial years should be submitted.

3. **Other Eligibility Considerations:**

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

4. **Pertinent information to the tender is given in the following Tables:**

- i) **Schedule of different activities till submission of the bid are detailed as under:**

Table 1.2

Sl. No.	Particulars	Date and Time
1	Tender e-publication date	30-10-2021
2	Download period of Bid Documents	30-10-2021 16:00 Hrs to 22-11-2021 upto 14:00 Hrs.
3	Last date for seeking clarifications by bidders	Upto 11:00 Hours on 10-11-2021
4	Date of Pre-Bid meeting	10-11-2021 at 11:30 hrs. (Through Video Conference)
5	Uploading of reply to queries/ Addendum/ Corrigendum/ Amendments, if any	12-11-2021 at 17:00 Hrs
6	Last date and time of submission of Bid	22-11-2021 upto 15:00 Hrs
7	Date and time of opening the Technical Bid	22-11-2021 at 15:30 Hrs
8	Date and Time of opening of Financial bids of Technically qualified bidders	Will be announced after completion of Technical evaluation and pre-qualification of bids.

ii) Bid information :**Table 1.3**

i)	Estimated Amount put to Tender	Rs.187.28 Lakhs (excluding GST @ 18%)
ii)	Earnest Money Deposit	No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. <u>In lieu of EMD/Bid Security, Bid Security Declaration shall be furnished as per the format enclosed.</u> Otherwise, the bids will be rejected.
iii)	Cost of Bid document	Rs.5,600/- (including GST @12%, firms without GSTIN shall pay 1% as Flood cess) (Non- refundable) furnished either through Demand Draft / Banker's Cheque drawn in favour of Cochin Fisheries Harbour, payable at Kochi, from any Commercial Bank in India or payment online, being the cost of single copy of the tender document.
iv)	Validity period of Tender	120 days from the Last Date for Receipt of

		Tenders.
x)	Time for commencement of service by the contractor	45 days from the date of LOA.
xi)	Period of Contract	One year.
xii)	Name, Designation, Address and other details (For Submission of Bid in response to NIT)	V.Thuraipandian, Chief Mechanical Engineer, Cochin Port Trust, 1st floor, New Administrative Building, Cochin Port Trust, Willingdon Island, Kochi-682 009, Kerala.

5. The Reserve Price fixed for this tender is Rs.187.28 Lakhs and applicable GST will be extra. The bidders are expected to quote base amount higher than the Reserve Price and the highest bidder will be the successful bidder. The successful bidder shall remit the quoted amount in 4 equal quarterly installments in advance including GST.
6. The Reserve Price is fixed based on the projected Revenue Collections and also considering the anticipated expenses towards manpower, equipments, miscellaneous expenses and reasonable profit to the contractor.
7. The successful Bidder selected for this contract is required to provide Manpower, Computers, Printers, operating software, Stationery, etc required at his cost and will be responsible for collecting various entry fees, berthing charges, net repair charges, etc associated with the activities in the Fishing Harbour as per Schedule of Rates (SoR) at Cochin Fisheries Harbour.
8. All Tenderers are advised to visit the Cochin Fisheries Harbour Wharf area before submitting their offer in order to make themselves fully aware of the working conditions. Cochin Fisheries Harbour will not be responsible for any cost or expenses incurred by the Tenderer in connection with the preparation or delivery of the tenders including cost and expenses related to visits to the sites.
9. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal, which can be downloaded. The cost of bid document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of Cochin Fisheries Harbour, along with the submission of bid or through online payment mode.
10. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider **M/s. KEONICS** by paying the registration amount of **Rs.1180/-** by online payment using Credit/Debit Card/Net Banking or DD in favour of "KSEDCL, Bangalore".
11. 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. 080-49352000/9605557738.
12. The bidder is responsible to download the Tender Document, all Addenda/ Amendments/ Errata/ Replies to the queries of bidders etc., if any, issued by Cochin Fisheries Harbour,

from the website before submission of the bid. The Cochin Fisheries Harbour reserves the right to call for shortfall in documents/ clarifications as required provided the basic MQC documents are submitted at the time of tender opening.

13. All bids shall be submitted “**online**” **only**, on the website www.tenderwizard.com/COPT, strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. No bids shall be accepted off-line (Hard copy).
14. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the bidder’s 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.
15. The bidder shall submit the originals of the instrument towards the cost of tender, Power of Attorney, if applicable along with letter of submission in a sealed cover to the Chief Mechanical Engineer, Cochin Port Trust, Ist floor, New Administrative Building, Cochin Port Trust, Willingdon Island, Kochi-682 009, Kerala, before opening date and time of the tender. **Non submission of the original financial instruments towards cost of Tender Document and Bid Security Declaration before opening date and time will make the tender liable for rejection.**
16. In case of on-line payment, UTR number of the transaction should be communicated through e-mail Id: cfhoffice123@gmail.com, well in advance before opening of e-tender. Cochin Fisheries Harbour will verify the receipt of Cost of Tender Document as referred in UTR number in the Bank Account Number mentioned below. If cost of tender document has not been reflected in the Bank Account of Cochin Fisheries Harbour, the bid will be rejected. Bank Details of Cochin Fisheries Harbour are given below:-

Name of Bank	State Bank of India
Name of Branch	Thoppumpady
IFSC Code	SBIN0070141
Account No	57004417745
Account Holder’s Name	Cochin Fisheries Harbour

17. Exemption from the payment of Cost of Tender document and EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department as provided in GFR 2017.
18. The undersigned reserves the right to reject/cancel/postpone/annul the tenders at any stage of the tender, which will be binding on all bidders.
19. This tender notice shall form part of the tender document and are to be signed and submitted along with the tender.

Sd/-

**Chief Mechanical Engineer,
Cochin Port Trust
Phone: 0484-2582300/ 2666639
Email : cme@cochinport.gov.in**

COCHIN FISHERIES HARBOUR

2. INSTRUCTIONS TO THE TENDERERS

1. Introduction

1.1. Electronic Tenders (**e-tenders**) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], are invited from eligible Tenderers the work of “ ***Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year***”

2. Scope of Work

The Scope of work involves collecting of various entry fees, berthing charges, net repair charges, etc associated with the activities in the Fishing Harbour and management of ***Parking facility provided opposite to Wharf Gate***, as per Schedule of Rates (SoR) at Cochin Fisheries Harbour, **for 55 items as listed at Annexure –VII and 11 items (parking fees) as listed at Annexure –VIII**. The Contractor is required to provide Manpower, Computers, Printers, Operating Software, Stationery, etc as required at Contractor’s Cost and responsibility.

The present toll booths at IN Gate and OUT Gate of Cochin Fisheries Harbour having approx. dimensions 10 M2 each, an Office Room of area 12 M2, with single phase electric supply and suitable water supply point will be provided on license basis with payment of rent and water/ electricity charges as applicable.

3. General Instructions.

- 3.1. The Work is to be executed as described in the Bid document and in particular in the Scope of Work, General Conditions of Contract, Special Conditions of Contract in general and in all aspects necessary to execute the work as described in the Bid Document.
- 3.2. Before submitting the bid, the bidder shall examine carefully all conditions of contract, etc. supplied herewith. The bidders shall visit Cochin Fisheries Harbour, Thoppumapady with prior appointment with Administrator of Cochin Fisheries Harbour to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the contract. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the Work, general and local conditions, weather conditions, working conditions etc. and that the tenderer has estimated his cost accordingly and the Fisheries Harbour will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the Work in accordance with this Bid Document including addenda/corrigenda, within the quoted Price.
- 3.3. A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the Notice and Conditions of Contract and has made himself aware of the scope of work and other factors bearing on the bid and that they are binding on him.
- 3.4. The bidders may please note that the EMPLOYER (Administrator, Cochin Fisheries Harbour or his authorized representative) will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer’s offices for making such enquiries till finalisation of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 3.5. Canvassing in any form by the bidder or by any other agency acting on behalf of the

bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.

- 3.6. The EMPLOYER will not be liable for any obligation in connection with the Work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
- 3.7. Telex/E-mail offers will not be considered. Bidders should prepare their bid themselves and submit it "online". Bids submitted by agents will not be considered.
- 3.8. Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 3.9. In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled day of closing/opening of the bid.
- 3.10. While evaluating the document, regard would be paid to National defense and security considerations, at the discretion of the Cochin Port Trust. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
- 3.11. If there are varying or conflicting conditions in the Tender documents, the conditions in the Special Conditions of Contract will prevail.
- 3.12. Any error in description and any omissions there from shall not vitiate the contract or release the Contractors from the execution of whole Work or any part of the works comprised therein, according to Scope of Work or from any of his obligations under the contract.
- 3.13. **The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. as amended from time to time and rules framed there under and any other laws affecting the contract /labour deployment that are applicable or may be brought in to force from time to time.**
- 3.14. **The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.**
- 3.15. Exemptions as applicable as per the GoI guidelines/ Financial Rules prevailing will be given to eligible firms provided supporting documents are submitted along with the Technical Bid

4. Invitation for Bids:

- 4.1. The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification Criteria.

5. Downloading of Tender Documents:

- 5.1. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website www.cochinport.gov.in or Central Public Procurement (CPP) Portal. Demand Draft / Banker's Cheque for cost of tender document drawn in favour of Cochin Fisheries Harbour from any Commercial Bank having its branch at Kochi shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.
- 5.2. The tender document downloaded from the website, at the time of uploading, the tenderer shall give an undertaking that no changes have been made in the document. The Port's Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail. For the discrepancies found at any time, the tenderer shall be liable for legal action.

6. Clarification of the Bidding Documents:

- 6.1. The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in

writing at the following address, so as to reach them at least by 10-11-2021 at 11:00 hrs. It is to be noted that queries/ clarifications received there after shall not be answered

CHIEF MECHANICAL ENGINEER,
COCHIN PORT TRUST,
WILLINGDON ISLAND,
KOCHI-682009,
KERALA, INDIA.
Ph:- 91-0484-2666639/2582300.
Fax:-91-0484-2666639.
Email: cfhoffice123@gmail.com

7. Pre-Bid Meeting:

- 7.1. A prospective Tenderer requiring any clarification of the tender shall submit their queries in writing/e-mail in advance before 11.00 hrs. on 10-11-2021. **The Pre-Bid meeting will be held through Video Conference at 11.30 hrs. on 10-11-2021.** The clarifications of these queries will be hosted in the Cochin Port's website, e-tendering portal and Central Public Procurement Portal with time extension for submission and opening of tenders, if any. **No queries will be entertained after the Pre-Bid meeting.**

8. Amendment of Bidding Documents:

- 8.1. The Chief Mechanical Engineer, Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda/corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum/ corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port and CPP Portal. It is the responsibility of the Bidders to download such addenda / corrigenda hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the web site.

9. Preparation of bids:

- 9.1. All documents relating to the bid shall be in the English language.

10. Minimum Qualification Criteria (MQC):

- 10.1. Tenderer must fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:

a) Experience

The Tenderer should have experience of having successfully completed similar works of "toll/parking fee collection preferably in Fish Landing Centres/toll gates/parking terminals" in Major Ports/ Minor Ports/ Private Ports/ Fishing Harbours/ Other Reputed Govt./Private Organizations as detailed below to their clients during last 7 (seven) years ending 30.09.2021

- i) Three similar completed works each costing not less than **Rs.74.91 Lakhs.**

(OR)

ii) Two similar completed works each costing not less than **Rs.93.64 Lakhs.**

(OR)

iii) One similar completed work costing not less than **Rs.149.82 Lakhs.**

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March, 2020 (viz. 2017-18, 2018-19 and 2019-'20) should be atleast **Rs.56.18 Lakhs.** If the firm is having a period of existence less than 3 years, the average of annual turnover will be calculated for the period from the date of existence of the firm.

Explanatory notes:-

Note 1:- Tenderer should submit self attested/notarized copies of Work Order/Contract Agreement and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.

Note 2:- 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 past years.

Table 1.1

Year before	Multiplying factor
One year [September, 2020]	1.07
Two years [September, 2019]	1.14
Three years [September, 2018]	1.21
Four years [September, 2017]	1.28
Five years [September, 2016]	1.35
Six years [September, 2015]	1.42

Note 3:- The experience certificate of works executed in private sectors/organizations shall be considered for qualification, on submission of TDS certificate along with work order and completion certificate.

Note 4:- The bidders should have successfully completed minimum one year of satisfactory operation of similar works as on 30-09-2021. Also, in the case of ongoing contracts for *similar works* as on 30-09-2021, if the value of the completed portion of the contract is meeting the criteria specified under Clause 2(a) above the same will be considered based on documentary proof issued by the clients.

Note 5:- A statement duly certified by the Chartered accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-19 and 2019-'20) and audited financial statements for the above three financial years should be submitted.

11. Other Eligibility Considerations:

11.1. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

12. Reserve Price:

The Reserve Price fixed for this tender is Rs.187.28 Lakhs and GST extra as applicable. The bidders are expected to quote base amount higher than the Reserve Price and the highest bidder will be the successful bidder. The successful bidder shall remit the quoted amount in 4 equal quarterly installments in advance including GST

13. Bid Prices:

The Bidder shall fill their offered Price, in figures in Part II - Financial Bid and the quoted amount in figures will appear in words automatically. The Bidders should ensure that his offered amount as per the Financial Bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

14. Bid Security / EMD:

- 14.1. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of EMD/ Bid Security, the bidders are required to submit a Bid Security Declaration along with the tender as per the format enclosed as ANNEXURE-V. Any bid not accompanied by the above mentioned Bid Security Declaration shall be treated as Non-responsive and shall be rejected by the Employer.

15. Bid Validity:

- 15.1. Bids shall remain valid for a period of not less than one hundred twenty days (120) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that Bidder may extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (ie, the extension shall be unconditional).

16. No Alternative Proposals by Bidders:

Bidders shall submit offers that comply with the requirements of the bidding documents. Alternatives will not be considered.

17. Format and Signing of Bid:

- 17.1. Tenderer shall prepare one set of his Tender, duly completed and signed, along with other documents mentioned hereinafter. Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

17.2. If the tenderer is an individual it shall be signed by his full name and his address shall be given. 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 person holding a Power-of-Attorney to do so and to bind the partner in all matters pertaining to the contract, 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 tenderer is a Limited Company it shall be signed by a duly authorized person. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

18. Bid Submission:

18.1. Bid shall be submitted in prescribed form in two parts-

Part – I: Technical Bid and

Part – II: Financial Bid.

18.2. **Part-I, Technical Bid shall contains two Envelopes :**

ENVELOPE – I and

ENVELOPE- II

18.3. **ENVELOPE – I**

18.3.1. Financial Instrument towards the cost of Tender document (in original, Non-refundable): Rs.5,600/- (including GST @12%, firms without GSTIN shall pay 1% as Flood Cess).

18.3.2. Bid Security Declaration as per the format at ANNEXURE-V in original.

18.3.3. Letter of Submission (vide Annexure – I) - in Original

18.3.4. Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide Annexure – II)- in original;

18.3.5. Copy of documentary proof for claiming exemptions from remittance of Cost of Tender Document, if registered with MSME/Udyam as per Clause 17 of NIT.

18.4. The Bidder shall submit ENVELOPE – I containing Original instrument towards the cost of tender/MSME certificate, Power of Attorney (if applicable), Bid Security Declaration, copy of documentary proof (if claiming exemptions from remittance of Cost of Tender Document along with Letter of submission in a sealed cover, Superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name & address of the tenderer, either in person or sent by registered post/ courier to the **Chief Mechanical Engineer, Cochin Port Trust, W/Island, Kochi-682009** on or before the last date and time of submission of Bids. The above sealed cover containing Documents, brought in person, shall be deposited in the designated Tender Box placed **in the Front office (Ground Floor) of New Administrative Building, Cochin Port Trust, Cochin -682 009** on or before the last date and time of submission of Bids.

18.5. Tenders without submitting the Documents as mentioned in Clause 18.3 above, on or before the last date and time of submission of Bids, will be summarily rejected.

18.6. ENVELOPE- II – Technical Bid Documents

Envelope-II, Technical Bid Document to be submitted through e-Tendering mode on the e-Tender Portal www.tenderwizard.com/COPT should contain the **scanned copies** of the following documents:-

- a) Check List as per Schedule -I
- b) Details of experience as per Annexure – III and Certificates in proof of experience in similar works as detailed under Clause 9 of Instruction to Tenderers.

Explanatory notes:

- (1) Original or self attested/notary certified copy of completion certificates of each work issued by the client and self attested/notarized copy of connected Work Order/ Agreement shall be attached. The completion certificate shall contain the following:-
 - a) Details of work carried out
 - b) Cost of work awarded
 - c) Cost of completed works.
 - d) Date of commencement and
 - e) Date of completion of the work.
- (2) The works indicated in Annexure-III shall be supported by documentary evidence like Work Order and Completion Certificate so as to consider the offer.
- c) A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-19 and 2019-'20) and audited financial statements for the above three financial years.
- d) **Technical Bid document including all addenda/corrigenda/Amendments in PDF format.**
- e) The Bidder shall submit the **Integrity Pact as per Annexure-XII** which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the Bid and shall be submitted by the bidder online.
- f) The following firms can be participated in this tender; documentary proof in this regard to be submitted.
 1. Partnership firm
 2. Proprietorship firm
 3. Company registered under Indian Companies Act 1956.
- g) Copies of PAN, GST, EPF and ESI registration
- h) A Declaration duly signed (vide Annexure – IV) to the effect that :-
 - i) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
 - ii) We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
 - iii) We do hereby confirm that no changes have been made in the tender document uploaded by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's

document shall prevail.

iv) We do hereby confirm that we have not been blacklisted or debarred by any Central/ State Government/ Agency of Central/State Government/ Public Sector Undertakings/ Regulatory Authority of India at the time of submission of this bid.

i) Bank information for e- Payment system as per Annexure-VI.

18.7. **Part-II, Financial Bid (Schedule-B)**

18.7.1 Financial Bid (Schedule-B) shall be submitted **only through on-line mode in e-tender Portal www.tenderwizard.com/COPT** Otherwise, the tender will be rejected.

18.7.2 **“Financial Bid”** shall contain Bill of Quantities- Schedule II shall be duly filled in and fully priced, which shall be submitted only **in e-tendering mode**

18.8. Tenders shall be submitted **“online”** strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the documents including instruments towards the cost of tender; proof of experience, financial details etc. through the e-tendering portal.

19. **Deadline for Submission of the Bids:**

The **E-tenders** shall be submitted before the time and the day notified in **Table 1.2** of Notice Inviting Tender (NIT).

20. **Late Bids**

Any Bid received by the Employer after the Bid due date and time will be returned unopened to the bidder treating it as “Late Tender”.

21. **Bid Opening – Part-I: Technical Bid:**

21.1. Technical Bid will be opened in the e-tender Portal, www.tenderwizard.com/COPT at 15.30 Hours on the last date fixed for submission of Bid. Submission of ENVELOPE – I will be opened and verified initially.

22. **Bid Opening – Part-II: Financial Bid:**

Financial Bid of those tenderers who are found qualified after evaluation of Technical Bids will be opened “on-line”. Date and time of opening of Price Bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging into the e-tender Portal, www.tenderwizard.com/COPT on the date and time intimated for opening of Price Bid.

23. **Clarification of Bids**

23.1. Chief Mechanical Engineer shall seek clarifications/ shortfall of documents during technical evaluation of the tenders. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

23.2. Any effort by the Bidder to influence the Employer’s bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

24. **Examination of Bids and Determination of Responsiveness**

24.1. A bid will be treated as responsive , if it

- (a) meets the Minimum Qualification Criteria defined in Clause 10 above.
- (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;

- (c) is accompanied by the required Tender Document fee and Bid Security Declaration;
- (d) A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works;
 - i. which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
 - ii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

24.2. If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

25. **Evaluation and Comparison of Bids:**

25.1. **Evaluation of Price Bid**

The price quoted shall be above the Reserve Price fixed for this tender (Rs.187.28 Lakhs and applicable GST extra). The contract will be awarded to the Pre-qualified bidder, who offers the highest price above the Reserve Price, strictly as per the financial bid format

26. **Alteration of tender documents:**

26.1. No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document.

27. **Award of Contract:**

The Employer will award the Contract to the bidder whose offer has been pre-qualified in the Technical evaluation as responsive to the bidding documents and who has offered the highest price above the Reserve Price, strictly as per the financial bid format

28. **Performance Security/Security Deposit:**

28.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:-

- (ii) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of **Cochin Fisheries Harbour**.
- (iii) An irrevocable and unconditional Bank Guarantee as per the Format at Annexure -IX, from a Commercial Bank;
- (iv) On-line payment to the Bank Account of Cochin Fisheries Harbour indicated in Clause 16 of Notice Inviting Tender.

28.2. The value of Security Deposit shall be equivalent to 3% of the total contract value for one year rounded-off to the nearest Rs.1000/-.

29. **Signing of Agreement:**

The successful tenderer will be required to execute an Agreement at his expense within 21 (twenty one) days from the date of Letter of Acceptance (LoA), on proper value Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum/corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal

agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

30. Fraud and Corrupt Practices:

- 30.1. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 30.2. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
 - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the work or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the work;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) having a Conflict of Interest; and

- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

31. **Rejection of Tender:**

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the highest or any tender and has the right to reject or discharge the tender without assigning any reason.

SIGNATURE OF TENDERER

3. GENERAL CONDITIONS OF CONTRACT

1. Performance Security/ Security Deposit

The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:-

- a. Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of Cochin Fisheries Harbour.
- b. On-line payment to the Bank Account of Cochin Fisheries Harbour indicated in Clause 16 of Notice Inviting Tender
- c. An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-XI of tender document, from a Commercial Bank;

The value of Security Deposit shall be equivalent to 3% of the total contract value for one year rounded-off to the nearest Rs.1000/-.

In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.

Cochin Fisheries Harbour is not bound to pay interest on the Security Deposit furnished by the successful bidder.

All compensation or other sums of money payable by the Contractor to Cochin Fisheries Harbour under the terms and conditions of the contract will be deducted from the Security Deposit without Notice. In the event of Security Deposit being reduced due to deductions/compensation payable by the Contractor to Cochin Fisheries Harbour, the Contractor shall, within 10 days, make the Security Deposit in full sum thereof

In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Fisheries Harbour shall have unconditional option to encash the Bank Guarantee for Security Deposit (in case of Security Deposit in the form of Bank Guarantee). The bank shall be obliged to make payment to Cochin Fisheries Harbour upon demand. In the event of security deposit being encashed, the contractor shall within 10 days produce Bank Guarantee for full amount (3% of contract value).

2. Penalty Clause The Contractor shall arrange to man the Revenue Collection system and collect charges within the period specified in the Tender and observe, perform, fulfill and keep all the general and special conditions herein set forth. If the Contractor fails to remit the quarterly installment payable to Cochin Fisheries Harbour on or before the 7th day of immediate succeeding month, penalty @15% of the quarterly installment for each day till realization of dues by Cochin Fisheries Harbour will be chargeable by Cochin Fisheries Harbour (GST at applicable rates will be charged on penalty as per rule). Cochin Fisheries Harbour is also entitled to deduct any amount including such penalty from the Security Deposit, including recovery of interest and

penalty towards non-remittance of ESI/EPF if any in respect of personnel engaged by the contractor.

3. **Termination Clause** If at any time after the commencement of the work, it is observed that the Contractor is not carrying out the work as per the terms and conditions of the agreement CoPT may terminate the contract by giving 15 days Notice. However, either Cochin Fisheries Harbour or the Contractor may terminate the contract by issuing 45 days Notice to one another. If the contractor defaults in making monthly payment within 7th day of the immediate succeeding month, notice will be issued by Cochin Fisheries Harbour to the contractor and the contract will stand terminated from the 15th day of default.
4. If Contractor or his employees break, deface, injure or destroy property belonging to Cochin Fisheries Harbour, it shall be made good at the Contractor's own expenses. The Administrator, Cochin Fisheries Harbour, however, reserves the right to make good the same at the cost and expenses of the Contractor by deducting the cost of the same from any amount due, or may become due, to the Contractor or from the Security Deposit.
5. **Sub-letting** of the contract is not permitted. Sub-letting of contract will result in termination of contract and forfeiture of Security Deposit.
6. No labour below the age of 18 years shall be employed.
7. The Contractor shall pay to every employee engaged by him on the work at a rate not less than the minimum rate of wages fixed by the Kerala Government from time to time under the Minimum Wages Act 1948 and he shall comply with the provisions of the said Act and all the prevailing the Rules as applicable on date.
8. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the Rules framed by the Board/Government from time to time for the protection of health and sanitation arrangements for his workers employed in Cochin Fisheries Harbour.
9. In every case in which by virtue of the provision of Section 12, Sub Section (1) of the Employee's Compensation Act, 1923, the Cochin Fisheries Harbour/Cochin Port Trust is obliged to pay compensation, to a workman employed by the Contractor in execution of works, the Cochin Fisheries Harbour/Cochin Port Trust will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Cochin Fisheries Harbour /Cochin Port Trust under Section 12, Sub Section (2) of the said Act, the Cochin Fisheries Harbour/Cochin Port Trust shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due to the Cochin Fisheries Harbour/Cochin Port Trust by the Contractor whether under this contract or otherwise. The Cochin Fisheries Harbour/Cochin Port Trust shall not be bound to contest any claim made against it under section 12, sub section (1) of the said Act except on the written request of the Contractor and upon his giving to the Cochin Fisheries Harbour/Cochin Port Trust full security for all costs for which the Cochin Fisheries Harbour/Cochin Port Trust might become liable in consequence of contesting such claim.
10. On the breach of any terms or conditions of this contract by the Contractor, the Cochin Fisheries Harbour/ Cochin Port Trust shall be entitled to retain the Security Deposit, or the balance thereof, that may at that time be remaining and to realize the same as damages and compensation for the said breach, but without prejudice to the right of the

Cochin Fisheries Harbour/Cochin Port Trust to recover any further sums as damages from any sums due or which may become due to the Contractor by the Cochin Fisheries Harbour/Cochin Port Trust or otherwise.

11. It shall be the responsibility of the Contractor to settle all disputes, which may arise pertaining to the deployment of the labours or during the course of execution of work of Revenue collection as per the agreement Cochin Fisheries Harbour/Cochin Port Trust shall be indemnified from all such disputes.
12. On completion of the contract, the contractor shall make arrangements to hand over the toll booths/sites with the initial conditions of taking over with all fittings etc to the authorized representatives of Cochin Fisheries Harbour.
13. In calculating the total of each bill, fractions of less than half a rupee shall be disregarded and half a rupee or above shall be reckoned as one rupee.
14. In the event of any dispute arising out of the contract, it is hereby agreed to settle the dispute by mutual discussions/negotiations. In the event of failure of mutual negotiations/discussions, the matter can be referred to arbitration as provided herein below:

Chairman shall appoint a Sole Arbitrator to resolve the dispute and award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the contract subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time or any statutory re-enactment thereof for the time being in force.

The Arbitrator shall decide by whom and in what proportion the Arbitrator's fee as well as cost incurred for Arbitration shall be borne. The Arbitrator may with the consent of the parties extend the time from time to time to make or publish the Award, as the case may be. The venue of the Arbitration shall be Kochi.

15. Settlement of Disputes through Conciliation:

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts set up by the Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.

Tenderer's signature with seal

4. SPECIAL CONDITIONS OF CONTRACT

The **Special Conditions will override the General conditions of contract** wherever they differ

1. The Harbour operates on 24 hour basis and the peak times of berthing of boats /handling of fish are normally during night times. Contractor shall keep proper records of collections made in a day and submit daily statement of revenue collections showing each elements/items of revenue collected and also on monthly consolidated details of revenue collections.
2. Security Personnel on 24 Hrs duty will be provided by the Harbour Administration only to control and restrict un authorized entries/ exits of Personnel/ Vehicles/ Equipments through the Gates and are not bound to render any service to the Contractor.
3. The staffs of the contractor shall be provided with suitable uniform having name plates and ID cards for easy identifications with high visibility reflective safety vests.
4. Under no circumstances staffs on duty shall consume/ work under the influence of alcohol / any other intoxicating materials
5. The staffs employed by the contractor shall be provided with Safety shoes and helmets when moving inside the Wharfs.
6. The education standards of the staffs employed shall be 10th Standard or above.
7. The staffs engaged for Revenue collections shall be having good communication skills and polite way of behavior.
8. The contractor shall maintain attendance of the staffs members posted
9. The functioning of the Revenue collection system shall be in compliance with COVID-19 Protocols, directives of Health/Fisheries Depts /other competent authorities.
10. The contractor shall function with both Gates (In Gate & Out Gate) opened for movement of vehicles/ personnel.
11. The contractor is at liberty to provide automation /semi-automation for the system of collection of revenue items with the prior approval of the Administrator, Cochin Fisheries Harbour
12. The Toll Booths will be inspected by the authorized representative of Cochin Fisheries Harbour/ Cochin Port Trust, if so considered. The Contractor is bound to disclose all matters related to revenue collections to the authorized representative of Cochin Fisheries Harbour.
13. The items of Revenue to be collected by the contractor within the scope of this contract are listed at Annexures – VII and VIII. The Revenue items shall be collected exactly as per the SoR prevailing and no enhancements/rebates is permissible. Also No charges other than listed at Annexures VII & VIII shall be collected.
14. The Contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme and submit a copy of the registration certificate to the Port. LoA/Work order shall be issued only to the Contractors who are having valid registration under EPF organization and ESI corporation. The

Contractors shall regularly remit - the employer and employee contribution - to the authorities and proof of remittance should be submitted to Cochin Fisheries Harbour on quarterly basis. If not, Cochin Fisheries Harbour would remit the same and the amount so remitted shall be deducted from the Security Deposit.

15. The contractor or his employees should not share information or data related to vehicle movements/boat movements in the Wharf to a third party without the permission of Cochin Fisheries Harbour. The software developed for revenue collection management should have adequate security safeguards to protect data theft. Disclosure of such information without approval of Cochin Fisheries Harbour to others would be considered as breach of terms and conditions and legal action would be initiated against the contractor.
16. The contractor will be fully responsible for the safety of all manpower/hardware & software engaged/installed by him and shall strictly observe all the necessary safety precautions and regulations applicable to the assigned type of work. The Contractor shall arrange to take life insurance coverage and copy of the policies shall be submitted to Port for the personnel employed by him for carrying out the work and equipments. The Contractor should check the equipments installed for the revenue collection purposes to ensure safety of his personnel and property. The Cochin Fisheries Harbour shall not be held responsible for any accidents occurred at the toll booths and Wharf areas during the course of toll collections leading to loss of life, disability of permanent or temporary nature and also for loss or damage to equipments and property of the contractor/manpower employed by the contractor/or any third party. The software in operational format including the revenue collection data should be transferred to CoPT on completion of the contract period with required password and authentications.
17. The Contractor shall agree to observe, perform, fulfill and keep all the covenants, stipulations, mentioned in the tender document and directives issued connected with the contract/tender
18. Contractor shall indemnify Cochin Port Trust for all loss caused to it by any Act/ omission of contractor or his men including from 3rd party claims.
19. If the revenue charges are revised by the Cochin Fisheries Harbour during the contract period, the contractor should remit the percentage (%) of the increase in revenue collection rates for the remaining period of contract.
20. The contractor shall not collect entry fees in respect of the officials as listed at Annexure – IX.
21. **Payment Terms:**

The Contractor shall comply and observe, perform, fulfill and keep all the general and special conditions herein set forth. Reserve price for tender is **Rs.187.28 lakhs and applicable GST extra**. The successful bidder shall remit the quoted amount in 4 equal monthly installments including GST in advance. If the Contractor fails to remit the

quarterly installments payable to Cochin Fisheries Harbour on or before the 7th day of immediate succeeding month, penalty @15% of the monthly installment for each day till realization of the dues by CoPT will be levied by CoPT. GST at applicable rates will be charged on penalty as per rules. If the contractor defaults in making monthly payment within 7th day of immediate succeeding month, notice will be issued by Cochin Fisheries Harbour to the contractor and the contract will stand terminated from the 15th day of the month of default.

22. Cochin Fisheries Harbour is also entitled to deduct any amount including such penalty from the Security Seposit, including recovery of interest and penalty towards non-remittance of ESI/EPF or other statutory payments, if any in respect of personnel engaged by the contractor or any other statutory payment due from the contractor to CoPT.
23. All sums found due to Cochin Fisheries Harbour shall be recoverable from the Contractor and his properties movable or immovable under Revenue Recovery Act of the time being in force in such manner as Cochin Fisheries Harbour deem fit.

24. Force Majeure:

24.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.

24.2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Party claiming to be affected thereby, (the “Affected Party”), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.

24.4. Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts. The decision of the Employer shall be final and binding in this regard.

24.5. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor’s favour.

24.6. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Tenderer’s Signature with seal.

5. Schedule-I

List of Documents – Scanned Copy - to be submitted Online

PART I -TECHNICAL BID

Sl.No.	Description of Documents	Remarks
1	Letter of Submission as per Annexure-I	Yes/No
2	Cost of Tender Documents – Rs.5,600/- including GST@ 12%, in the form of DD/ Banker's cheque	Yes/No
3	Declaration in lieu of EMD/Bid Security - Annexure -V	Yes/No
4	Power of Attorney duly authenticated by Notary Public - Annexure-II	Yes/No
5	Documentary Proof for exemption of Cost of Tender Document, if applicable	Yes/No
6	Experience of having successfully completed “similar works” as per MQC. (Experience certificate till last day of previous month) - Annexure-III (MQC)	Yes/No
7	Documentary proof (self attested/ notarized copy) of Work Order/Agreement and satisfactory completion certificate for the experience. (MQC)	Yes/No
8	Statement certified by the Chartered Accountant for Annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-19 and 2019-'20) and audited financial statements (MQC)	Yes/No
9	Tender Document duly filled (except price bid), signed and stamped on all the pages.	Yes/No
10	Integrity Pact as per Annexure-XII duly signed on each page by the person signing the bid.	Yes/No
11	Bank Details - Annexure-VI	Yes/No
12	Copy of valid PAN card	Yes/No
13	GST registration Certificate	Yes/No
14	EPF registration Certificate	Yes/No
15	ESI registration Certificate	Yes/No
16	Declaration as per Annexure IV duly filled and signed	Yes/No

6. SCHEDULE-B (Price Bid Format)

PART II - FINANCIAL BID -FORMAT					
Tender No. AE/T-01/Revenue Collection/CFH(RT-3)/2021					
Name of Work: Outsourcing of Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year					
Name and address of Tenderer:	Data Entry space for bidder (On line)				
Description of work	Reserve Price (in Rs.)	Base Rate for 1 year (in Rs.)	GST (in Rs.)	Total (in Rs.)	In words
Outsourcing of Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year	Rs.187.28 Lakhs (GST extra as applicable)	Data Entry space for bidder (online)	Data Entry space for bidder (Online)	Auto Sum (Not editable by the bidder)	Auto display (Not editable by the bidder)
The bidders are expected to quote amount higher than the Reserve Price.					
The successful bidder shall remit the quoted amount to Cochin Fisheries Harbour in 4 equal quarterly installments in advance including GST for collecting various entry fees, berthing charges, net repair charges and managing the developed parking area opposite to the Wharf Gate, etc associated with the activities in the Fishing Harbour as per Schedule of Rates (SoR) at Cochin Fisheries Harbour by providing Manpower, Computers, Printers, operating software, Stationery, etc required at his cost.					
The Price is firm and without escalation					
Please see Website: www.tenderwizard.com/COPT					
Note: This form shall be filled in the MS-EXCEL format as uploaded in the website. Website: www.tenderwizard.com/COPT					

LETTER OF SUBMISSION - COVERING LETTER

(ON THE LETTER HEAD OF THE BIDDER)

Date :

To

The Administrator
Cochin Fisheries Harbour.
Cochin 682 005

Sir,

Sub: Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of
One Year

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the Bid document and information provided, the undersigned hereby apply for the subject work referred above.

We are submitting our Bid enclosing the documents as per Schedules of the Bid Document for your evaluation.

We also certify that further Bid related communication can be sent to the following e-mail IDs by Cochin Fisheries Harbour

(i)

(ii)

(furnish two nos. current active email addresses)

Yours faithfully,

Signature

Name & Designation

PROFORMA OF POWER- OF-ATTORNEY/ LETTER OF AUTHORITY

(To be submitted on Non-judicial Stamp Paper of appropriate value)

To

The Administrator
Cochin Fisheries Harbour,
Cochin 682005.
Kerala, India.

Sir,

We.....
do here by confirm that Mr./Ms./Messrs..... [Insert
Name and Address], whose signature is given below, is /are authorized to represent us to bid,
negotiate and conclude the Agreement on our behalf with you against Tender for “ Revenue
Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year, Tender No.
AE/T-01/Revenue Collection/CFH(RT-3)/2021 Dated: 30-10-2021.

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Signature of the authorized person :

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

Tender for Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year

FORMAT FOR DETAILS OF PAST EXPERIENCE OF BIDDERS FOR SIMILAR WORKS FOR MINIMUM QUALIFICATION CRITERIA (MQC)

Sl. No.	Name & Location of Project	Owner's Complete address including Telefax No. with contact Person	Value of Contract	Duration of Contract			Reference No. & Date of LoA/ Work Order & experience/ Qualification certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date	
1	2	3	4	5	6	7	8
1	Name: Location:	Address: Telefax No. Contact person: Mobile No.					LoA/ Work Order No. & date: Completion Certificate No. & date:
2	Name: Location:	Address: Telefax No. Contact person: Mobile No.					LoA/ Work Order No. & date: Completion Certificate No. & date:
3	Name: Location:	Address: Telefax No. Contact person: Mobile No.					LoA/ Work Order No. & date: Completion Certificate No. & date:

Bidder to enclose Completion Certificate issued by owner, certified by a Notary Public or equivalent certifying authority.

Signature

Name & Designation

DECLARATION

(To be submitted in the Letter Head of Bidder)

We M/s (*Name & address of the bidder*) hereby declare that:-

- i) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- ii) We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
- iii) We do hereby confirm that no changes have been made in the tender document uploaded by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
- iv) We do hereby confirm that we have not been blacklisted or debarred by any Central/ State Government/ Agency of Central/State Government/ Public Sector Undertakings/ Regulatory Authority of India at the time of submission of this bid.

Signature

(Authorised Signatory)

*** Note: Delete whichever is not applicable.**

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder's Letter Head)

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

ANNEXURE- VI

Tender for Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year

FORMAT FOR FURNISHING BANK INFORMATION

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/ e-mail id [2 nos]/ Fax No. of the beneficiary	Telephone :
		Mobile :
		e-mail id [2 nos. mandatory]: (i) (ii)
		Fax :
8	Enclose Cancelled Cheque	(Enclosed / Not Enclosed)

Signature

Name & Designation

List of Revenue Elements as per Schedule of Rates (SoR) at Cochin Fisheries Harbour
w.e.f. 01/02/2020

Sl. No.	Description	Rates in Rs. (including GST @ 18% Cess @ 1%)
1.	Single entry pass - persons	10
2.	Multiple pass - persons	20
3.	Monthly pass - persons	160
4.	Bicycle	10
5.	Bicycle (Monthly)	150
6.	Two wheeler	20
7.	Two wheeler (Monthly)	300
8.	Hand cart & Tricycle	15
9.	Auto rickshaw	20
10.	Auto rickshaw (Monthly)	400
11.	Auto Truck	30
12.	Auto Truck (Monthly)	600
13.	Four wheeler (Ace)	30
14.	Four wheeler (Car)	30
15.	Four wheeler (Ace & Car) (Monthly)	600
16.	Tempo & tempo truck	40
17.	Tempo & tempo truck (Monthly)	800
18.	Mini Lorry	60
19.	Mini Lorry (Monthly)	1200
20.	Lorry	100
21.	Mini Bus	200
22.	Tankers	200
23.	Ice per block	1
24.	Lorry (Monthly)	2000
25.	Taurus Tanker/Truck	300
2. Landing Charges & wharfage:		
26.	TN boat	100
27.	GN boat	100
28.	PN boat	200
29.	Mechanized vallom	100
30.	Fish Crate	10
31.	Prawns Crate	20
32.	Hand Cart & trolley (Fish)	40
33.	Hand Cart & trolley (Prawns)	80
34.	Auto rickshaw (Fish)	120
35.	Auto rickshaw (Prawns)	240
36.	Ace (Fish)	120
37.	Ace (Prawns)	240
38.	Tempo (Fish)	200
39.	Tempo (Prawns)	400
40.	407, 408 type trucks (Fish)	240
41.	407, 408 type trucks (Prawns)	480
42.	Mini Lorry (Fish), 407, 408 (6 Wheel)	300

43.	Mini Lorry (Prawns)	600
44.	Lorry (Fish)	400
45.	Lorry (Prawns)	800
46.	(a) Net repairing (per day)- TN Boat (b) Net repairing (per day)- GN Boat (c) Net repairing (per day)- PN Boat	200
47.	Net-in (Vehicle Extra)	230
48.	Net-out (Vehicle Extra)	230
49.	Taurus Truck (Fish)	500
50.	Taurus Truck (Prawns)	950
3. Miscellaneous Items:		
51.	Entry permit for chartered buses inside wharf	200
	Additional fee for each 6 hours beyond check out time	20
52.	Parking of empty vessels at jetty	30
53.	Net stacking	1750
54.	Ice (in) - LCV (6T)	165
55.	Ice (in) - Heavy Vehicle (8T)	220

Parking fees for Vehicles at Cochin Fisheries Harbour(including GST @ 18% & Cess @ 1%)

Sl No.	Type of Vehicle	Parking fee for 6 Hours	Rate per hour for parking beyond 6 Hrs.
1	Two Wheeler	Rs.10/-	Rs.2/-
2	Auto rickshaw	Rs.20/-	Rs.5/-
3	Auto Truck	Rs.30/-	Rs.5/-
4	Four Wheeler (Car, Ace, etc.)	Rs.50/-	Rs.10/-
5	Tempo & Tempo Truck	Rs.80/-	Rs.15/-
6	Mini Lorry	Rs.100/-	Rs.20/-
7	Lorry	Rs.120/-	Rs.20/-
8	Mini Bus	Rs.120/-	Rs.20/-
9	Tankers	Rs.120/-	Rs.20/-
10	Bus	Rs.140/-	Rs.25/-
11	Taurus Tanker/Multi Axle vehicle	Rs.160/-	Rs.30/-

List of Categories Exempted from the Payment of Entry Fees

1. Officials of State /Central Govt. Undertakings/PSUs/Public Servants/People's Representatives as part of duty/responsibility.
2. Contractors/their workers/representatives for attending/inspection of works connected with the facilities provided at Fishing Harbour.
3. Port /MPEDA/MATSYAFED/FISHERIES Dept Officials.
4. Trustees of the Board of Cochin Port.
5. Officials of Ministries /Statutory Institutions.
6. Any other persons/vehicles authorized by the Harbor Administration for promotion of activities of Fishing Harbour like project studies, press, media, inspection/certifying agencies etc.

FORM OF AGREEMENT

AGREEMENT No. ... of 20... -

AGREEMENT FOR THE WORK OF REVENUE COLLECTIONS INSIDE THE WHARF OF COCHIN FISHERIES HARBOUR FOR A PERIOD OF ONE YEAR

THIS AGREEMENT IS MADE on this day of BETWEEN THE BOARD OF TRUSTEES OF COCHIN PORT TRUST, a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682009 represented by the Administrator Sri S/o aged years residing at Village Taluk District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. represented by Shri. aged S/o residing at Village Taluk District (hereinafter referred as “Contractor” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for vide Tender Notice Date and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the Tender Document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide Work order No dated, issued to the Contractor while accepting their tender.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows.

- (1) The tender submitted by the Contractor for execution for the Board, of the Work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedules attached hereto and in accordance in all respects specified in Notice Inviting Tenders, Instruction to the Tenderers including Scope of Work, General condition of Contract & Special Condition of Contract provided for and in all other respects in accordance with such conditions is accepted.
- (2) It is mutually understood and agreed that, notwithstanding that the Works has been sectioned, every part of it shall be deemed to be and part shall be read with it or into it.
- (3) The Contractor agreed to abide by and fulfill all the terms and provisions of the said Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
- (4) The sum of deposit equivalent to 3% of contact value deposited in Cochin Fisheries Harbour/ Cochin Port Trust in form of Demand Draft/Bank Guarantee with the Administrator of Cochin Fisheries Harbour as Security Deposit. The amount thus deposited 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 of any of the terms and conditions of the contract by the Contractor, without prejudice to any other rights or remedies if the Contractor fail to commence the

Work specified in underwritten memorandum, the full amount of security deposit specified in underwritten memorandum shall be retained by the Board.

- (5) It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement
- (a) The Letter of Acceptance
 - (b) Letters exchanged between the Employer and the Bidder upto the issue of Letter of Acceptance as separately listed and annexed here to.
 - (c) Replies to Pre Bid Queries and Amendments issued, if any.

M E M O R A N D U M

a.	General description of Work	Revenue collections i.e., entry fee for persons, entry fee for vehicles, berthing charges, landing and wharfage charges etc. and management of <i>Parking facility provided opposite to Wharf Gate</i> , as per Schedule of Rates (SoR) at Cochin Fisheries Harbour, for 55 items as listed at Annexure –VII and 11 items (parking fees) as listed at Annexure – VIII in Cochin Fisheries Harbour for a period of 1 year as per SoR of Cochin Fisheries Harbour.
b.	Estimated cost	Rs.187.28 and applicable GST extra, for 1 year
c.	Tendered cost	
d.	Earnest Money Deposit	N/A
e.	Security Deposit	3% of contract value equal to Rs.
f.	Time allowed for signing of agreement	21 days from receipt of Letter of Acceptance
g.	Time allowed for furnish of Security Deposit.	21 days of receipt of Letter of Acceptance.
h.	Time allowed for the commencement of Work	Within 45 days of receipt of Letter of Acceptance.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of the Board of Trustees of COCHIN PORT TRUST, the Administrator has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

Signed, sealed and delivered
 By Shri.....
 of M/s.....
 (COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of _____ :

1) Signature with address _____ :

2) Signature with address _____ :

Signed, sealed and delivered by the
The Administrator, Cochin Fisheries Harbour
on behalf of Board of
Trustees of Port of Cochin.

EMPLOYER

Signed and affixed the common seal of
Board of Trustees of the Port of Cochin
In the presence of

- 1)
- 2)

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/
SECURITY DEPOSIT**

(To be executed on non-judicial Stamp Paper of appropriate value)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Trustees of the Port of *[insert name of Port]* incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of *[insert name of Port]*, its successors and assigns) having agreed to exempt _____ (hereinafter called the “Contractor”)

(Name of the Contractor/s)

from the demand under the terms and conditions of the Contract, vide _____ ‘s letter No. _____

(Name of the Department)

date _____ made between the Contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and _____ Address) _____

_____ (hereinafter referred to as “the Bank”) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, _____, _____, do hereby
(Name of Bank) (Name of Branch)

undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____ (Name of Bank and Branch) _____, undertake to pay to the

Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____(Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board
(Name of Bank and Branch)

that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [*insert city*] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____

(Rupees _____ only);

b) this Bank Guarantee shall be valid upto ____* _____; and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

(Name of Bank)

For

(Name)
Signature

COCHIN PORT TRUST

PROFORMA OF PRE-CONTRACT INTEGRITY PACT

General

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on this theday of the month of 2021, between the Board of Trustees of Cochin Port Trust acting through Shri, (Designation of the Officer), Cochin Port Trust (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Shri..... Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'EMPLOYER' has invited Bids for the work of “Outsourcing of Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year” (hereinafter referred to as the “Work”) and the BIDDER is submitting his Bid for the Work and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm constituted in accordance with the relevant law in the matter and the 'EMPLOYER' is Cochin Port Trust.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the 'EMPLOYER'

- 1.1. The 'EMPLOYER' undertakes that no official of the 'EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2. The 'EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3. All the officials of the 'EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'EMPLOYER'

and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'EMPLOYER' the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. * BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. * BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. * The BIDDER further confirms and declares to the 'EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'EMPLOYER' or alternatively, if any relative of an officer of the 'EMPLOYER' has financial

interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'EMPLOYER'.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Bid Security) and Security Deposit (Performance Guarantee)

- 5.1. While submitting commercial bid, the BIDDER shall submit a Bid Security Declaration along with the tender as per the format enclosed as Annexure-V in lieu of Bid Security / EMD.
- 5.2. EMPLOYER reserves its right to suspend the bidders from participating in the future tenders invited by EMPLOYER for a period of two years from the date of such Suspension Orders, under the following circumstances:
- i. If after the opening of Tender, if the BIDDER withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
 - ii. After the award of work, if the BIDDER fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document.
- 5.3. In case of the successful BIDDER, a Performance Guarantee in the form of Bank Guarantee valid till 60 days after the end of defect liability period will also be furnished to the EMPLOYER within 14 days of Letter of Acceptance of the Bid by the EMPLOYER.
- 5.4. In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5. No interest shall be payable by the 'EMPLOYER' to the BIDDER on Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) If after the opening of Tender, if the BIDDER withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors **OR** After the award of work, if the BIDDER fails to

furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document, the EMPLOYER reserves its right to suspend the BIDDER from participating in the future tenders invited by EMPLOYER for a period of two years from the date of such Suspension Orders.

- (iii) The Performance Security (after the Contract is signed) shall stand forfeited either fully or partially, as decided by the EMPLOYER and the EMPLOYER shall not be required to assign the reason therefore.
- (iv) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (v) If the EMPLOYER has terminated the Contract according to Section -4, or if the EMPLOYER is entitled to terminate the contract according to Section -4, the EMPLOYER shall be entitled to demand and recover from the CONTRACTOR, liquidated damages equivalent to 5% of the Contract Value , or the amount equivalent to Performance Security , whichever is higher.

The BIDDER agrees and undertakes to pay the said amounts, without protest or demur, subject only to the condition that, if the BIDDER /Contractor can prove and establish that the termination of the Contract after the Contract award has caused no damage or less damage than the amount of liquidated damages, the BIDDER/Contractor shall compensate the EMPLOYER, only to the extent of the damage in the amount proved.

- (vi) To debar the BIDDER from participating in future bidding processes of the EMPLOYER/Government of India for a minimum period of five years, which may be further extended at the discretion of the 'EMPLOYER'
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'EMPLOYER' resulting from such cancellation/rescission and the 'EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.2. The 'EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (viii) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. In case of a final decision by the EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER, it shall be binding and therefore, notified to the BIDDER forthwith. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact in appeal, under intimation to the EMPLOYER, within a period not later than of one month of the date of such notification. In such cases, the decision of the Independent Monitor(s) will be final, conclusive and binding on both the BIDDER and the EMPLOYER.

7. Fall Clause

7.1. The BIDDER undertakes that it has not performed/is not performing similar work at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'EMPLOYER', if the contract has already been concluded.

“**Similar Work**” means a Contract with similar location, scope of work, terms and conditions of Contract and such other aspects which would have material effect on the bid price.

8. Independent Monitors

8.1. The 'EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 1) Shri. P R Ravikumar, IRS (Retd.), Akshath, No.
84, First Avenue, Kumaranasan Nagar,
Elamkulam (PO), Ernakulam – 682020
Email: p_r_ravikumar@yahoo.com
- 2) Shri. M J Joseph, ICAS (Rtd.)
37, Da Costa Square
3rd Cross, Cooke Town
Bangalore – 560 084
Email: mohan.joseph@gmail.com

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER,

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Contract documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of BUYER/EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

9.1. In case of any allegation of violation of any provisions of this pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

10.1. This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the EMPLOYER

10.2. The person signing this IP shall not approach the Courts while representing the matters to Monitors and he/she shall wait for the decision of Monitors in the matter.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1.The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2.Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ___ on ___

EMPLOYER
Name of the officer.
Designation
Cochin Port Trust

BIDDER
CHIEF EXECUTIVE OFFICER (Designation)

Witness
1. _____

2. _____

Witness
1. _____

2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign bidders.