

Instructions to Bidders

6.1 Procedure for Submission of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- 1) The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- 2) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or overwriting shall be valid only if they are initiated by the authorized person signing the Proposal.
- 3) The Proposal/ Financial Bid, including GST shall be uploaded in the GeM portal by the Bidder or duly authorized person(s). **The letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.**
- 4) Proposals received by facsimile shall be treated as defective, invalid and rejected.
- 5) Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
- 6) No Bidder can modify, substitute, or withdraw the Proposal after its submission.
- 7) The Organization should submit their Proposal through Government e- Marketing Place (GeM).
- 8) COVER LETTER: - The cover letter must clearly mention the name, address, telephone and fax no., and email id of the authorized person who will serve as the primary point of contact for all communication. The person who is signing the cover letter and the proposal should have authorization.
- 9) The Technical and Financial Proposals must be uploaded through Government e-Marketing Place (GeM) on or before the time and date mentioned in the tender. Any Proposal received after the closing time for submission of proposals shall be rejected. CoPA does not take any responsibility for the delay and any explanation for the same.
- 10) The consultancy firm will bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.
- 11) The proposal should contain all the documentary evidences to substantiate the claim for minimum qualification criteria.
- 12) Each team member who is not a full-time employee of the firm is required to give an undertaking that he/she is available to undertake the tasks allocated to him/her in the technical proposal.
- 13) Moreover, Firm/Agency is supposed to present write up on the methodology it intends to follow to undertake Proposal for "carrying out the Energy Audit in CoPA" along with timelines for project completion which must not exceed two months from date of awarding of contract.
- 14) Financial Proposal will be opened only for bidders who have been found qualified in meeting the evaluation criteria.

6.2 Cost of RfP

The Firm/Agency shall bear all costs associated with the preparation and submission of its RfP, including cost of presentation for the purposes of clarification of the bid, if so desired by the purchaser. CoPA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.3 Validity of Bids

The Bids submitted shall remain valid for a period of 90 days from the date of bid submission. If the bid validity given in the received bid is lesser than the period specified, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the order or as requested by CoPA.

6.4 Modification and Withdrawal of Bids

The Bids once submitted may not be allowed to be modified or amended or withdrawn at any cost.

6.5 Acceptance and Withdrawal of Bids

The right of final acceptance of the bids is entirely vested with the CoPA who reserves the right to accept or reject, any or all the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of Tender Inviting Authority to communicate with rejected Bidders. After acceptance of the Bid by CoPA, the bidder should have no right to withdraw his tender or claim higher price. CoPA may also reject any bid for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

6.6 Earnest Money Deposit/ Bid Security:

6.6.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.6,900/-** (Rupees Six Thousand Nine Hundred Only). The EMD shall be furnished in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt /Bank Guarantee from a Commercial Bank in favour of "FA&CAO , Cochin Port Authority", payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects. Exemption from the payment of EMD shall be extended to those bidders having valid NSIC /MSME certificate. The Earnest Money deposit will not carry any interest. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.

6.6.2 Forfeiture of Bid security / EMD

Bid Security/EMD will be forfeited in the following cases:

- (a) If a Bidder withdraws his bid during the period of bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.
- (c) In case of a successful bidder fails
 - (i) to commence the work, within the specified time limit
 - (ii) to sign the Agreement or furnish the required Performance Security within the specified time limit

6.7 Bid Processing Fee

Bid processing fee is not applicable for this tender.

6.8 Contents of the RfP

Statement of Work in the RfP documents. Failure to furnish all information required or submission of an RfP Document not substantially responsive to the RfP in every respect will be at the Firm/Agency's risk and may result in the rejection of the RfP.

The specific experience of the Agency/Firm would be checked based on the following information provided. Agency is expected to examine all instructions, forms, terms & conditions, and along with the prescribed documents:

1. Evidence of satisfying all the minimum eligibility criteria listed out in the tender.
2. Evidence of having successfully carried out similar assignments.
3. Sufficient size, organization, and management to carry out the entire project.
4. Specialized skills and creativity related to the assignment.

However, CoPA in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the Proposal submitted by the respondents.

6.9 Language of Bids

The Bids prepared by the Firm/Agency and all correspondence and documents relating to the bids exchanged by the Firm/Agency and CoPA, shall be written in the English language, provided that any printed literature furnished by the Firm/Agency may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

6.10 Pre-Bid Meeting

- 1) Pre-Bid Meeting will be convened through ONLINE at the designated date and time mentioned in GeM portal.
- 2) A maximum of two representatives of each agency shall be allowed to participate on production of duly issued authority letter and identity documents.
- 3) During Pre-Bid Conference(s), the Bidders may seek clarifications and make suggestions for consideration of CoPA.
- 4) The CoPA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5) All enquiries from the Bidders relating to this RfP notice document must be submitted to CoPA before the deadline mentioned in this document.
- 6) These queries should also be emailed at cme@cochinport.gov.in

6.11 Opening of Bid

The Bidder or his authorized representative may witness at the time of opening of bid on the specified date. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.

6.12 Performance Security

The successful bidder would be required to deposit an amount equivalent to **3%** of the value of the contract. This should be furnished in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt /Bank Guarantee from a Commercial Bank in favour of "FA&CAO , Cochin Port Authority", payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The Performance Security amount furnished will be returned without interest within 60 days of completion of all obligations under the contract.

The Performance Security will be returned after adjusting for penalties on account of deficiencies, if any, in the performance of the contract. The Performance Security in the form of Bank Guarantee/ Demand Draft shall be valid for a period of 10 months plus 60 days claim period.

6.13 Liquidated Damage

If delay in completing any of the above written deliverable/Submissions, a showcause notice may be served to the Agency/Consultant and liquidated damages (LD) would be imposed @0.5% per week or part of a week for which delay has occurred subject to a maximum of 10% of the contract value. LD may be attributed to the successful bidder for each payment milestone as defined in the contract. Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to CoPA under the terms of the contract.

6.14 Conflict of Interest

The Firm/Agency who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Firm/Agency would be allowed to use the data or share the information with anyone else, except for the CoPA. CoPA shall hold the copyrights over any of the data collected or compiled during the awards.

6.15 Confidentiality

CoPA require that recipients of this document to maintain its contents in the same confidence as their own confidential information.

6.16 Authorized Signatory (Consultant)

The "Consultant" as used in the RfP shall mean the one who has signed the RfP document forms. The Consultant should be the duly Authorized Representative of the Firm/Agency, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

In case of consortium, letter of association signed by the authorized signatory of the member firms authorizing the lead firm should be attached in original. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the consultant shall be annexed to the bid. CoPA may reject outright any proposal not supported by adequate proof of the signatory's authority.

6.17 Contact Details of Consultant

Consultant who wants to receive CoPA's response to queries/ clarification on this document should upload/ send queries through GeM portal/ e-mail.

CoPA may also hold a pre-bid meeting if needed to give clarifications and invitation of the same will be sent to the Consultants who have given their contact details. Reply to the queries/ clarifications will be uploaded in the GeM portal.

6.19 Non-disclosure of Contract Document

Except with the written consent of the CoPA, the firm/agency shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

6.20 Amendment of RfP

At any time prior to the last date for receipt of bids, CoPA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective

Firm/Agency, modify the RfP Document by an amendment. In order to provide prospective Firm/Agency reasonable time in which to take the amendment into account in preparing their bids, CoPA may, in its sole discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the Invitation for RfP. Any amendment/clarification issued on RfP will be in writing and will be published on the GeM/ CoPA website to make it accessible to all Bidders and shall be deemed to be part of this document.

6.21 Power of Attorney

Registered Power of Attorney executed by the Firm/Agency in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP.

6.22 Letter of Intent and Issuance of Work Order

The Letter of Intent (LoI) of RFP will be issued to the Successful Bidder by CoPA. This would be treated as commencement of the work for the successful bidder.

6.23 Document Comprising the RfP

The proposal prepared by the Firm/Agency shall comprise the Formats 1 to 11 enclosed in the tender.

6.24 Terms of Payment

- a) Payment authority will be CoPA.
- b) The successful bidder shall raise the invoice in favor of “Chief Mechanical Engineer, Cochin Port Authority, W. Island, Cochin – 682009.”
- c) Payment will be made after the end of timeline mentioned below.
- d) GST will be paid extra as per the rules of Government of India and should be clearly spelt in the financial bid.
- e) No extra amount shall be paid on any ground whatsoever.
- f) While releasing payment, applicable deductions from the bills will be made by Cochin Port towards statutory taxes as per the rules, prevailing in force at the time of payment.

The payment breakdown will be as given below:

S. No.	Payment Terms upon Submission and acceptance of	Payment Percentage	Timeline from Date of Award
1	Mobilization of work	30	One week from Letter of Award of Work
2	Submission of Draft report and presentation	40	20 days from Letter of Award of Work
3	Submission of Final Energy audit report and other Reports deliverables/ returns/ forms as per BEE Regulations	30	30 days from Letter of Award of work

6.25 DISCLAIMER

CoPA and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of CoPA and/or any of its officers, employees.