

COCHIN PORT AUTHORITY



Chief Engineer's Office
Cochin Port Authority
W/Island , Cochin – 682009, KERALA
Tele: 91-0484-2666414/0484-258-2400
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Tender No. T6/T-1981/2023-C

Date :20/01/2023

NOTICE INVITING TENDER

Electronic Tenders (**e-tenders**) on percentage basis are invited by Cochin Port Authority on behalf of GoI from reputed contractors in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], meeting the Minimum Eligibility Criteria specified below for the work of “**Annual Civil Maintenance Contract (ACMC) for the year 2023-24**”.

1. **Minimum Eligibility Criteria:**

a) **Experience**

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **31st December, 2022**, at least either:

i) Three Similar Works each costing not less than **Rs.40.00 lakhs**

(OR)

ii) Two Similar Works each costing not less than **Rs.50.00lakhs**

(OR)

iii) One Similar Work costing not less than **Rs.80.00 lakhs**

b) **Financial Turnover**

Average Financial Turnover of the tenderer over the last three financial years ending 31st March 2022 [2019-'20, 2020-'21 & 2021-'22] shall not be less than **Rs.30.00 lakhs**.

Explanatory Notes to a) & b) :

i. Similar work(s) means “**Construction/ Maintenance of Townships and OR Construction/ Maintenance of Wharves and OR Construction/ Maintenance of Port Structures and OR Civil Construction/Repair/ Maintenance Works**”. The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.

- ii. Copy of completion certificates of each work issued by the owner/ responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
- iii. The works reckoned for the above purpose are those executed by the tenderers as prime Contractor or proportionately as member of joint venture or Sub Contractor. The Sub-Contractor shall be an authorized and approved Sub-Contractor by the Employer of the work(s) against which the tenderer has claimed his experience. The tenderer shall attach attested copy(s) of approval issued by the Employer(s) authorizing as a Sub-Contractor; in proof of the claim of the tenderer as a sub-Contractor. The tenderer is also obliged to produce the original of the certified copy(s) on request by the department.
- iv. 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 the past years.

Table 1

Year before	Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

- v. **Financial Turnover:**
In proof of Financial Turnover Audited Annual Accounts Statements or IT returns duly acknowledged by the Income Tax department along with Computation Statement signed by the Auditor/ Chartered Accountant, for the last three years shall be produced by the tenderer..

2. Other Eligibility Considerations

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

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, black listing/ debarring by Govt. departments etc.

2.2 The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tenderers, if applicable, as per EPF /ESI Acts. In case, the Tenderer does not have the required number of employees which makes

such registration mandatory, an Undertaking as per Annexure I to the effect shall be furnished.

3. 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 2

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	<i>24 -01-2023</i>
2	Download period of Bid Documents	<i>24-01-2023 to 13-02-2023</i>
3	Date of Pre-Bid meeting	<i>Not Applicable</i>
4	Last date for seeking clarification	<i>06-02-2023</i>
5	Last date and time of submission of Bid	<i>13-02-2023 up to 14.30 hrs</i>
6	Date and time of opening the Bid	<i>13-02-2023 after 15.00 hrs</i>

ii) Bid information :

Table 3

i)	Estimated Amount put to Tender	: Rs.1,00,00,000/-
ii)	Earnest Money Deposit	:Rs.1,00,000/- furnished through Demand Draft or Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA from any Nationalised Bank/ Scheduled Bank in India.
iii)	Cost of Bid document	Rs.2240/- (Rs.2000 /-+12% GST) (Non refundable) furnished either through Demand Draft/ Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPA from any Nationalized Bank/ Scheduled Bank in India, being the cost of single copy of the tender document
iv)	Validity period of Tender	120 days from the Last Date of Submission of Bid.
v)	Time for Completion	1 Year

4. This work essentially comprises of the following:

- Labour Oriented Maintenance nature works.
- Repair/ maintenance works involving labour & materials.
- Road work.
- Supply of materials
- Supply of Skilled and Unskilled labours

5. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/CPT on the dates specified in Table 2 given above by

- making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Govt. tender website, www.eprocure.gov.in, which can be downloaded for submission. The cost of bid document shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPA. The bidder shall submit the Originals of (i) DD / Bankers Cheque towards the cost of tender and EMD and (ii) Power of Attorney in favour of signatory(s) to the tender, with letter of submission in a sealed cover to the **Suptdg. Engineer(CM), Cochin Port Authority, W/Island, Cochin-682009, Kerala**, within 3 (Three) working days from the date of opening. **Non submission of original financial documents towards cost of tender document and EMD within 3 (Three) working days from the date of opening, will make the tender liable for rejection.**
6. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider **KEONICS** by paying registration amount of **Rs.1124/-** by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
 7. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No.080-40482000 / 9746118529 / 9605557738.
 8. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document.
 9. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the bidders etc., if any, issued by the Employer, from the website before submission of the bid. **Any shortfall in uploading the said Addenda/ Amendments/ Errata/ Replies to the queries of Tenderer etc. duly signed along with the downloaded documents while uploading the Tender will render the Tender incomplete and incomplete Tender Documents may be rejected.**
 10. All Bids are to be submitted **online only** on the website www.tenderwizard.com/ COPT. No Bids shall be accepted off-line (Hard copy).
 11. Original DD / Bankers Cheque towards the cost of tender and EMD, shall be submitted in a sealed cover to the **Suptdg. Engineer (CM), COCHIN PORT AUTHORITY, W/Island, Cochin-682009, KERALA**, and these original documents shall be reached to the employer within 3 (THREE) working days from the Bid Due date. **Non submission of original financial instruments towards the cost of tender document, EMD, within the above period leads to disqualification of Bids.**
 12. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. **For further details, please contact e-Tender Help Desk No. 080-40482000/ 9746118529/9605557738.**
 13. **EARNEST MONEY TO BE DEPOSITED**
 - 13.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.1,00,000/-**.

- 13.2 The Earnest Money can be deposited through Demand Draft or Banker's Cheque or Pay Order from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, COCHIN PORT AUTHORITY. The original DD/ Banker's Cheque/ Pay Order shall be submitted to the SE(CM), COCHIN PORT AUTHORITY, Cochin-9, **within 3 (THREE) working days from the Bid Due date.** Scanned copy of the DD/ Banker's Cheque/ Pay Order shall be attached with the tender submitted "online". The Earnest Money deposited will not carry any interest.
- 13.3 EMD shall be refunded to the Contractor on acceptance of Performance Security and entering into agreement.
14. Cochin Port Authority will not be held responsible for any technical snag or net work failure during online bidding. It is the bidder's responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at bidder's premises, to access the e-Tender portal. Under any circumstances, Cochin Port Authority 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 Originals of: (i) DD / Banker's Cheque towards the cost of Tender document and EMD; and (ii) Power of Attorney along with letter of submission in a sealed cover **to the Suptdg. Engineer(CM), Cochin Port Authority, W/Island, Cochin – 682009, KERALA, , within 3 (THREE) working days from the Bid Due date. Non submission of original financial document towards cost of Tender document and EMD etc as above will be liable for rejection.**

16 Securities:

- 16.1 Security Deposit (SD) shall be 3% of the Contract value or value of the work done whichever is higher and it shall consist of the following:
- a) **Performance Security** 3% of contract value payable on award of the work.
 - B) **Retention Money:** NIL

In case, where the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be deducted from the RA Bills. While making payment, which will be released along with the Performance Security only

The total amount thus deposited towards SD 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 by the Contractor of the terms and conditions of the Contract.

- 16.2 **Performance Security:** The Performance Security retained till end of Defect Liability period (1 year from the date of completion of work) shall be 3% of Contract Value or Cost of Work Done, whichever is higher. So, initially 3% of the Contract value shall be furnished as Performance Security.

In case, whether the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be deducted from the RA Bills,

- while making payment, which will be released along with the Performance Security only.
- 16.3 The Security Deposit/ Performance Security @ 3% of the value of the contract awarded, shall be furnished by the Contractor to the Employer, not later than **14 days** from the date of letter of acceptance or such extension of that period as may be permitted by the Engineer in writing, and shall be furnished in one of the following forms:
- i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank.
 - ii) An irrevocable Bank Guarantee(BG) enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India as per the prescribed proforma.
- 16.4 The Security Deposit/ Performance Security retained till end of Defects Liability Period (**1 year from the date of completion**) shall be 3% of Contract Value or Cost of Work Done, whichever is higher. So, initially 3% of the Contract value shall be furnished as Performance Security. **The BG furnished towards the Performance Security shall be valid until a date 30 days from the day of expiry of the Defect Liability Period stipulated as per the terms of the Contract.**
- 16.5 Unless Performance Security is furnished within the period as specified above or such extension of that period as may be permitted by the Engineer in writing, tenderer will be suspended and shall not be eligible to participate in the tenders invited by COCHIN PORT AUTHORITY for a period of **Two Years from the date of such suspension order.**
- 16.6 **Retention Money:** NIL. In case, where the value of work done exceeds Contract value, Additional Security Deposit @ 3% of the excess amount will be deducted from the RA Bills. While making payment, which will be released along with the Performance Security only.
- 16.7 **The Performance Security retained till end of Defect Liability Period (1 Year from the date of completion) shall be 3% of Contract Value or Cost of Work Done, whichever is higher.**
- 16.8 If the Cost of Work done exceeds the Contract Value, the total amount retained as Security Deposit considering the Performance Security initially submitted together with the Additional Security Deposit recovered from the running account bills, shall amount to 3% of the Cost of Work done.
- 17 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the Contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of the Contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, the Board shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.
- 19 **Signing of Agreement:**

- 19.1 The successful tenderer will be required to execute within **21 days** from the date of receipt of work order, an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental form, consisting of:
- a) The Tender Notice, all the documents including additional conditions/specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to, and
 - b) General Conditions of Contract-2016 (GCC), for the due and proper fulfillment of the Contract.
- 19.2 The Contractor shall make 10 copies of the Agreement and submit to CoPT within 7 days following the date of signing of Agreement.
- 20 Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Port.
- 1.21 Failure to comply with conditions **3ii(iv), 16 and 19** above will entail forfeiture of the Earnest Money.
16. **MSME Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost and exemption from payment for issue of tender document & payment of EMD. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Bidders, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e-Tender Portal. If the Registration Certificate does not pertain to the Category of 'Similar Works' mentioned above, the Tender will be rejected.**
17. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which shall be binding on all bidders.
- 18 Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.
- 19 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 20 **Taxes and Duties:**
- 20.1 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.
- 20.2. GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Authority, which will be paid to the Contractor by the Board

along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected. The following are also to be considered while claiming payment towards GST:

- i. Invoice in specific format should be provided by the Contractor for every payment.
 - ii. GST Registration Number of Cochin Port Authority and the Contractor is to be clearly mentioned with all the bills.
 - iii. Invoice should be attached along with the running bills.
 - iv. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.
- 20.3. Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Authority will result in the summary rejection of his /their tender.
- 21 Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the Contractor and the same will be deducted from Contractor's bills while making payment or when crediting amount to Contractor's account.
- 22 This Tender Notice shall form part of the Contract.

Sd/-

Suptdg. Engineer(CM)
COCHIN PORT AUTHORITY
FOR AND ON BEHALF OF THE BOARD OF MAJOUR PORT
AUTHORITY FOR COCHIN PORT