



MARINE DEPARTMENT

E-TENDER No. MD / Diving Services /2024

"E-Tender for Diving Operations and other under water works-2024"

Tender publication date : 11.06.2024

Down loading of Tender document : From 11.06.2024, 1700 hours

To 02.07.2024 , 1400 hours

Last date and time for

Submission of Tenders : 02.07.2024 , 1430 hours

Time and date of technical bid opening : 02.07.2024 , 1500 hours

Opening of The Price Bid : Will be informed later

Cost of Tender Document / Processing Fee : Rs 2,360/- (non refundable)

(Inclusive of 18% GST)

EMD : Rs 15,400/-

Tender Value : Rs.7,70,000/-

E-Tendering portal : <u>www.Tenderwizard.com/CPT</u>

Office of the Deputy Conservator

Cochin Port Authority,

Cochin - 682 009.

Phone: 91 484 2666417, 2582500

Fax: 91 484 2666417

e-mail: dc@cochinport.gov.in

E-TENDER NOTICE

Date: 11.06.2024

E-TENDER No. MD/Diving Services /2024

- 1.1. Electronic Tenders (e-Tenders) in "Two Cover System" is invited by the Deputy Conservator, Cochin Port Authority, Willingdon Island, Cochin 9, e-mail: dc@cochinport.gov.in for Diving Operations and other under water works for a period of 3 years (2024-27).
- 1.2. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/CPT or from CoPA website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp.
- 1.3. The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender. As per the IT ACT 2000, all bidders who participate in the online bidding process in eTendering site should possess a valid Digital signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (https://cca.gov.in).
- 1.4. The bids should be uploaded in electronic form only through e-tender portal www.tenderwizard.com/CPT.
- 1.5. Cost of tender document Rs.2360/- (including GST) is to be remitted in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Authority or payment online.

Bank Details of Cochin Port Authority are given below:

Name of Bank : State Bank of India Name of Branch : Cochin Port Authority

IFSC Code : SBIN0006367 Account No : 41401802288

Account Holder's Name : Cochin Port Authority

- 1.6. The Tenderers who are registered with NSIC/MSME are exempted from payment of Tender Fee /EMD. Copy of valid NSIC/MSME Registration Certificate as per MSMED Act shall be uploaded with the other Documents for availing exemption of Tender Fee /EMD.
- 1.7. The Tenderer shall submit EMD amount of Rs 15,400/- in the form of demand draft/Bankers Cheque drawn in favour of FA & CAO, Cochin Port Authority drawn in any Schedule Bank payable at Cochin or payment online as shown above (Exempted for Tenderers with valid MSME / NSIC Registration Certificate as per MSME Act certificate to be uploaded online). EMD can also be paid online, and details thereof is stipulated in the tender document.
- 1.8. Proof of payment in original (Original Demand Draft/Banker's Cheque) towards tender fee (non refundable) / EMD drawn in favour of FA&CAO, Cochin Port Authority payable at cochin shall be submitted with a covering letter in a sealed cover with heading " E-Tender For Diving operations and other underwater works -2024 " to the Deputy conservator, Cochin Port Authority, W/Island, Cochin 682009, KERALA before the scheduled date and time of opening of the bid, failing which the bid will be

rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Authority as mentioned in Section 1.1 above, at least one day before the date and time of opening of e-tender. Cochin Port Authority will verify receipt of payment as referred in the UTR number, in the Bank account mentioned in section 1.5. If the tender fee / EMD has not been reflected in the Bank account of Cochin Port Authority, the bid will be rejected.

The Tenderers who have not submitted the Tender Fee and EMD in sealed covers / not uploaded the scanned copy of valid MSME/ NSIC Registration Certificate as applicable will not be considered for opening Techno Commercial Bids.

(The fees mentioned above are the only items to be submitted in original to CoPA before the scheduled time for participating in the Tender. All other Documents to be submitted online only)

In case of Regd. Post / Courier, it should be sent to "Deputy Conservator, Marine Department, Cochin Port Authority, Kerala, Pin-682009.

COPA may at its discretion extend the date and time for receipt of Tenders. Tenders received after the aforesaid time and date or the extended time and date, as the case may be, if any, will not be considered for evaluation.

- 1.9. Scanned copy of instruments towards Tender fee and EMD (as mentioned in clause 1.5 and 1.7 above), or proof of such online payment, shall also be uploaded in the e-tender portal www.tenderwizard.com/CPT, failing which the bid will be rejected.
- 1.10. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/CPT from the service provider KEONICS, by paying registration amount of Rs.1180/- through online Payment using Credit/Debit Card/Net banking. The details of e-tender facilitator is available through Telephone Nos. 080 49352000/ 09605557738.
- 1.11. The tenders shall be submitted "online" only. Tender submitted other than online shall not be considered. Online Submission at: www.Tenderwizard.com/CPT.
- 1.12. The bidders shall submit scanned copy of all the required documents such as proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/CPT.
- 1.13. The tender will be received up to the time schedule Tenders shall be submitted in accordance with the 'Instruction to Tenderers', "scope of work", "General Conditions of Contract' etc as detailed in the Tender document. The Tenders will be opened by the Deputy Conservator, Cochin Port Authority or by an authorized officer, at this office on the same day at the scheduled time.
- 1.14. Only GST registered vendors will be eligible to participate in the Tender.
- 1.15. The Tender shall be submitted by an individual or by a Registered Partnership firm or by a Limited Company. 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 the person holding a proper power-of-attorney, authorizing him to do so and to bind the partnership firm in all

matters pertaining to the contract including the arbitration clause, 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 Tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the Tender the evidence of the authorization. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company. **Joint Venture is not allowed in the Tender.**

- 1.16. The documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the online submission of Bid at www.Tenderwizard.com/CPT.
- 1.17. The **time schedule** for various activities in connection with this Tender will be as follows.

S	Description of activity	Venue	Time
'			
N			
0			
1	Issue of Tender	Online	11.06.2024,
	Document	www.Tenderwizard.com/CPT	1700 hours
		www.cochinport.gov.in	
		www.eprocure.gov.in/cppp	
2	Last date of submission	Online Submission at:	02.07.2024 ,
	of bid	www.Tenderwizard.com/CPT	1430 hours
3	Opening of Techno	Online at:	02.07.2024 ,
	commercial bid	www.Tenderwizard.com/CPT	1500 hours
4	Opening of Price Bid of	Online at:	Will be
	technically qualified	www.Tenderwizard.com/CPT	informed
	Tenders		

- 1.17 Cochin Port Authority will not be held responsible for any technical snag or network failure during online bidding, it is the Bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the e-Tender Portal. Under any circumstances, Cochin Port 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.
- 1.18 The right of acceptance of Tender will rest with Port Authority Board who does not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all of the Tenders received without assigning any reason thereof.

- 1.19 Tenderers should send a letter of authorization with an attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the Tenders.
- 1.20 Tenders, which do not fulfill all, or any of the above conditions, or are incomplete in any respect, are liable for summary rejection at any stage before placement of order.
- 1.21 Canvassing in connection with the Tender is strictly prohibited and Tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 1.22 The Tenders containing uncalled remarks or any additional conditions are liable to summary rejection.
- 1.23 Disputes if any shall be under the jurisdiction of courts in Cochin only.
- 1.24 Tenderer needs to give an official email id which will be used for the communication
- 1.25 The under signed reserves the right to reject / cancel / postpone any one or all Tenders at any stage of the Tender, without assigning or stating any reasons, which will be binding on all bidders.
- 1.26 This Tender notice shall form part of the contract.

Sd/-

Phone: 0484-2666417 : 0484-2582500

Fax: 0484-2666417

Deputy Conservator For and on behalf of The Board of Major Port Authority for Cochin Port.

INSTRUCTIONS TO TENDERERS

1. SCOPE OF WORK:

- a) The Tender is to carry out Diving Operation and other underwater services in connection with various floating crafts and other underwater installations belonging to Cochin Port Authority, whenever called upon, for a period of three years. (for eg:-Bottom doors inspection of GHD Nehru Shatabdi on routine basis, Inspection of propeller of all the launches and tugs, Sea chest grid Inspection & cleaning of all the launches and tugs etc).
- b) There should be minimum two divers for any operation for safety reasons along with diving equipments. (I.e. among the group of divers on the site, one diver should be always standby on the jetty /boat etc). The rate quoted should be based on the above requirement.
- c) CoPA may also engage more than 2 divers as per the requirement and payment shall be made as per the formula mentioned in schedule-B of the Tender document.
- d) The Tenderer shall visit Cochin Port harbour in order to acquaint himself with the condition of the site, the locality and its environments.
- e) A Tenderer must also furnish evidence of his experience in contract work and his capacity to execute the work up to the limit specified in Tender schedule by certificates from organizations as per **MQC** under whom the tenderer has executed similar contracts.

2. Information

Description of work	Estimated Cost of work (₹.)	EMD	Tender fee (₹.)	Period of Contrac t
Diving operations and other under water works	Rs 7.70 Lakhs	Rs 15400/-	Rs 2360/- including 18% GST (Non refundable)	3 years

3. MINIMUM QUALIFICATION CRITERIA, (MQC)

- A. Average Annual Financial Turnover during the last three years ending 31st march 2023 shall not be less than Rs 2.31 Lakhs. Proof to be submitted duly certified by the Chartered Accountant.
- B. Experience of having successfully performed /completed "similar works" during last 7 years as on 31st May 2024. Copy of the work order and performance certificate /work completion certificate to be attached.
- i. One similar work costing not less than Rs 6.16 lakhs
- ii. Two similar work each costing not less than Rs 3.85 lakhs.
- iii. Three similar works each costing not less than Rs 3.08 lakhs,
 - "Similar work" means at least one year experience in Diving operations and underwater works
 - Note: 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 performance certificate
 - C. The Tenderer should have approval from Indian Register of shipping (IRS) / International Association of Classification Societies (IACS) as a diving firm .Copy of the approval document to be submitted.
 - D. The Tenderer's office should be within 20 kilometers radius of W.Island and proof towards this to be submitted.
 - **4.** The Tenderer is expected to examine all instructions, forms, terms and specifications etc. in the Tender document. Failure to furnish all information or documentation required by the Tender documents may result in the rejection of Tender.
 - 5. Availability of Tender Documents: The Tender document can be downloaded from the e-tendering or www.tenderwizard.com/CPT Port's website portal from www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp
 - **6.** The tender fee, Rs. 2360 /- including GST, shall be remitted in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial banks payable at Cochin or Online Payment in favour of FA & CAO, Cochin Port Authority, payable at Cochin. Tenders without cost of tender document will not be accepted. **The fees is non refundable.**
 - 7. The instrument evidencing payment of Tender fee as per clause above shall be scanned and attached in the e-tender portal www.tenderwizard.com/CPT. Original Demand Draft/Banker's Cheque towards Cost of Tender Document has to reach office of the Deputy Conservator on or before the date and time fixed for opening of technocommercial bid.

In case of Regd. Post / Courier, it should be sent to "Deputy Conservator, Marine Department, Cochin Port Authority, Cochin Port, Kerala, Pin-682009. Offers not accompanied with the above fees of the right value in shall be rejected.

Tender fee along with covering note in sealed cover shall be submitted with heading "E-TENDER FOR Diving operations and other underwater works 2024" on or before the due date and time.

- **8.** The Tenderers who are registered with NSIC/MSME are exempted from payment of Tender Fee. Copy of valid NSIC/MSME Registration Certificate as per MSMED Act shall be uploaded with the other Documents for availing exemption of Tender fee.
- 9. The Tenderer shall submit the Tender duly completed and shall be without any alterations, interlineations, correction or erasures except those in accordance with the addendum(s) / corrigendum(s) so issued by CoPA or as may be required and necessary to correct errors made by the Tender earlier. All such cancellations / alterations / amendments / changes shall be initialed by person(s) signing the Tender and duly authorized. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures
- 10. Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped on all pages for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed tender document (except price-bid) shall be scanned and uploaded in the e-tender portal www.tenderwizard.com/CPT. Any tender not so complete is liable to be rejected.
- to the last date of submission of Tender, COPA may for **11**. At any time prior any reason whatsoever, change or modify the Tender Documents by addendum(s) / Corrigendum(s). Tenderer may seek any clarification from COPA prior to submission of their bid. The addendum / corrigendum so issued will be uploaded in the website. The amendment to the Document so carried out will form part of the Tender and shall be binding upon the Tenderers. COPA may at their discretion extend that last date for submission of Tender to enable the Tenderers reasonable time to submit their Tender after taking into account such addendum / corrigendum
- 12. The Tenderer may modify or withdraw his Tender after submission provided the notice of modification or withdrawal is received in writing by COPA prior to the last date or such extended date, if any, for submission of Tender. No Tenderer will be permitted to withdraw his Tender after the last date for submission of the Tender or such extended date as the case may be and before the expiration of the period of validity of the Tender or such extended dates as the case may be.

- **13.** COPA may at its discretion extend the date and time for receipt of Tenders. Tenders received after the aforesaid time and date or the extended time and date, as the case may be, if any, will be not be considered for evaluation.
- **14.** All costs, charges and expenses including stamp duty in connection with the Tender submission shall be borne by the Tenderer. In addition all costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement by the Tenderer's attorneys shall be borne and payable by the Tenderer. No claim in this regard would be entertained by COPA.
 - The rates and amounts submitted by the Tenderer shall be gross rates & amount inclusive of all other incidental charges that the tenderer may have to bear for the execution of the contract but does not include GST.
- **15.** The Tenderer shall not put any counter conditions. Any counter offer as well as any alterations in the work / scope of work, as specified in the Tender, shall disqualify the Tenderer forthwith. The Tenders containing uncalled remarks or any additional conditions are liable to summary rejection.
- **16.** Joint Venture is not allowed in the Tender.

17. Bid submission

Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid** through e- Tender mode. Tender Documents shall be submitted **online only**, duly filled in, signed and stamped on all pages before the due date and time for receipt of Tender

For online submission of **Technical Bid**, the scanned copies of the documents to be submitted through e-Tendering mode only on www.Tenderwizard.com/CPT.

Information Required In The Bid

Part I -Technical Bid shall contain scanned copy of all documents as per the schedule A. The Demand Draft/ Bankers Cheque towards Tender fee should be submitted in original to Cochin port Authority before opening of tender, and scanned copy to be submitted online as mentioned in schedule A.

All pages of the Tender documents shall be duly signed and stamped by the Tenderer. The Tenderer should not indicate his basic cost offer anywhere directly or indirectly, and indication or mentioning of any such offer shall disqualify the Tenderer forthwith. Corrections if any shall be initialed and stamped properly. Disclosure / indication of the Price(s) in the Techno- Commercial Bid shall make the Tender disqualified and rejected.

Part II: Price Bid shall contain the details as given in <u>Schedule -B</u> of the Tender document as issued and shall be complete in all respects. The price bid shall be submitted **online only** (MS-excel format separately uploaded in the website <u>www.Tenderwizard.com/CPT</u>). The prices shall be written both in words and figures and in case of any deviation, prices in words shall be valid and binding. Cochin Port

Authority will not provide any forms for getting any exemptions from payment of duties and taxes

Overwriting in the proforma in the <u>Schedule-B</u> of the Tender document is not permitted, Interpolations, alterations, deletions, or additions, if any, shall be duly authenticated by the signature(s) of the Tenderer.

18. The Tenderer shall quote price bid **in Indian Rupees only**. No other currency would be accepted. Any offers received in other currencies will be treated as "Non-Responsive" and will not be considered for further evaluation.

19. AUTHORITY IN SIGNING TENDER DOCUMENTS

- i. If the Tender is submitted by an individual, it shall be signed, also giving his full name and address.
- ii. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. A certified copy of the partnership deed shall be attached along with the Tender. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper-power-of attorney authorizing him to do so and to bind the partnership firm in all matters pertaining to the contract including the arbitration clause; such power-of-attorney shall be attached with the Tender.
- iii. In case of a company, a resolution of Board of Company shall be submitted. The Tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.
- iv. Power of attorney shall be duly notarized. Photocopy of the old notarized document will not be accepted. The successful bidder will provide the originally notarized copy before entering into an agreement

20. EARNEST MONEY DEPOSIT (EMD)

A. The Tenderer shall submit the earnest money deposit in shape of demand draft/Bankers Cheque drawn in favour of FA & CAO, Cochin Port Authority drawn in any Schedule Bank payable at Cochin (Exempted for Tenderers with valid MSME/ NSIC Registration Certificate as per MSME Act –certificate to be uploaded online).

The EMD can also be paid online. In case of online payment, UTR number of the transaction should be communicated to CoPA by e-mail. If the payment has not been reflected in the Bank account of Cochin Port, the bid will be rejected

Bank Details of Cochin Port are given below:

Name of Bank : State Bank of India Name of Branch : Cochin Port Authority

IFSC Code : SBIN0006367 Account No : 41401802288

Account Holder's Name : Cochin Port Authority

- B. The scanned copy of EMD is required to be submitted online and originals deposited at CoPA before the due date of Tender opening.
- C. EMD in any form other than the demand draft/Bankers Cheque /Online Payment will not be accepted.
- D. After the Tender is finalized and work order is placed, the Earnest Money of the unsuccessful Bidders will be refunded within 30 days of issue of LOA to the successful Bidder.
- E. The EMD of the successful Tenderer shall be returned after submission of security deposit as per Tender document.
- F. COPA reserves the right to forfeit the EMD in respect of successful Tenderer, if he fails to enter into a contract within 30 days of receipt of work order.
- G. No interest will be payable on the Earnest Money deposit.
- H. In the event of the Tenderer modifying / withdrawing his Tender after the last date of submission or such extended date as the case may be and before the expiry of period of validity of such extended date as the case may be, the Tender shall be cancelled and the amount paid as Tender security i.e. EMD shall be forfeited.
- **21.** Tender document submitted shall be duly filled in, all schedules and annexure as required, signed and stamped in all pages as a token of acceptance of all the conditions mentioned in the document, while submitting their Tender online.
- **22.** The acceptance of a Tender will be at the discretion of the Deputy Conservator of Cochin Port Authority who does not bind himself to accept the lowest Tender and reserves to himself the authority to reject any or all the Tenders received without assigning any reason whatsoever.
- **23.** An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process so as to influence the Tender process and have not committed any offence in connection with the Tender, has to be furnished in **Annexure-I**.
- **24.** Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender has to be made in **Annexure-II**. In case no payment is made or proposed to be made, a NIL statement shall be given.
- **25.** An undertaking that no changes have been made in the Tender document downloaded has to be furnished in **Annexure-III**.
- **26.** An undertaking that "**Price bid**" does not contain any techno-commercial condition has to be furnished in **Annexure-IV**.
- 27. Tenderer shall complete and submit all the Annexures with all the information called for therein and sign with date and stamp all the pages of the Tender document and the documents mentioned in Schedules. Any Tender not so complete is liable to be rejected. The Tenderer should not submit their offer with any conditions/ counter conditions anywhere in the Tender document. The conditional Tenders, if any, shall be considered as non-responsive and shall be summarily rejected.

28. The Tender should be written legibly and free from erasures and over writings or conversions of figures. Correction where unavoidable should be duly attested by the signature (s) of the Tenderer (s) with dates. Rate includes all applicable duties etc except applicable GST. The rate should be written in words as well as in figures. In case of dispute rates in words shall be final.

29. OPENING OF THE TENDERS: - Technical Bid

The technical bids of the Tenders received will be opened first.

Technical Bid shall be opened online in the office of the Deputy Conservator, Cochin Port Authority as per the date and time fixed in the time schedule. Submission of Cost of Tender document is verified initially. In case the cost of tender document is not deposited or proof of same is not submitted or is not in order, the Price Bid of the defaulting bidder will not be opened.

30. OPENING OF THE TENDERS: - Price Bid:

Price Bid of those Tenderers found responsive in the evaluation of Technical bid, will be opened. Short listed bidders will be communicated about the date and time of opening of the price bid. The Bidder's name, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Deputy Conservator may consider appropriate, will be announced by the Deputy Conservator at the time of opening.

The price bids shall be opened **online only**. The price bid of the technically qualified bidders only will be opened in the presence of the intending Tenderers on a date intimated by the Dy. Conservator.

- **31.** The Tender shall remain valid and open for acceptance for a period of 90 days from the date fixed for receiving the same. COPA reserves the right to extend the period of validity for a specific time as may be required by COPA. The request and response thereto shall be made in writing by post or email or by fax. The Tenderers will have an option to refuse the request. However, in the event of the Tenderer agreeing to the request, they will not be permitted to modify the Tender.
- 32. DETERMINATION OF RESPONSIVENESS: COPA will determine whether the Tender is substantially responsive to the requirements of the Tender documents. For the purpose of this clause a substantially responsive Tender is one which inter alia conforms to all the terms, general conditions and specifications of the Tender documents and technically suitable. The Tenderer shall carefully submit all the documents as required under the Tender failing which the offer is liable to be treated as non-responsive. A Tender which, in relation to the cost estimates of COPA is seriously unbalanced may be rejected as non-responsive. The Tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation

- **33.** The Tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the currency of the contract.
- **34.** To assist in the examination, evaluation and comparison of Tenders, COPA may ask Tenderers individually for clarification and response to the same by the Tenderer shall be in writing by post or by email. However no changes in price or substance of the Tender shall be sought, offered or permitted.
- **35.** Canvassing in connection with the Tender is strictly prohibited and the Tenders submitted by the suppliers who resort to canvassing will be liable for rejection.
- **36.** PROCESS TO BE CONFIDENTIAL:
 - After the opening of Tenders, information relating to the examination, clarification, evaluation and comparisons of Tenders and recommendations, concerning the award of contract shall not be disclosed to Tenderers or any other persons. Any efforts by the Tenderers to influence the process of examination, clarification, evaluation and comparison of Tenders and decisions concerning award of contract may result in rejection of the Tenderer's bid.
- **37. ACCEPTANCE OF TENDER**: The acceptance of a Tender will be at the discretion of the Deputy Conservator of Cochin Port Authority who does not bind himself to accept the lowest Tender and reserves to himself the authority to reject any or all the Tenders received without assigning any reason whatsoever
- **38. AWARD OF CONTRACT: S**ubject to above reservation, CoPA shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender.

39. LETTER OF ACCEPTANCE (LOA):

Prior to the expiration of the period of Tender validity or extended validity, the CoPA shall notify the successful Tenderer, in writing, that his Tender has been accepted (LOA- letter of acceptance). The successful Tenderer will be required to execute an 'agreement' at his expense on Kerala State Stamp Paper of adequate value in the prescribed departmental form for the due and proper fulfillment of the terms and conditions of the contract within 30 days of receipt of the LOA. Until a formal contract is prepared and executed, the notification of award and form of Tender shall constitute a binding contract. The Contractor must commence the work within 30 days of receipt of the LOA.

40. LANGUAGE OF THE TENDER: The Tender submitted by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the CoPA shall be written in ENGLISH LANGUAGE. Any printed literature, other than in English language shall be accompanied by an English translation, in which case for purpose of interpretation of the Tender, the English translation shall govern.

- **41.** Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summary rejection. If the successful bidder fails to execute the agreement or furnish the security within the above mentioned periods, the Cochin Port Authority will be at liberty to cancel/reject the tender apart from exercising other remedies.
- **42.** The tenderer must have valid PAN, GST registration which is to be submitted self-attested duly stamped and signed.
- 43. Tenderer needs to give an official email id which will be used for the communication

SIGNATURE OF BIDDER

GENERAL CONDITIONS OF CONTRACT

1. <u>Security Deposit</u>

The successful tenderer will be required to furnish Performance Security for 10 % of contract price in the form of an Account Payee Demand Draft/ Bank Guarantee from a Scheduled bank or online payment in an acceptable form with intimation to Cochin Port, within 30 days of receipt of LoA. The instruments towards the security deposit shall be valid for 60 days beyond the date of completion of the contract. The Security Deposit shall be refunded without any interest after the successful completion of the contract. If the contractor fails to perform or observe any of the conditions of contract, Port Authority will be at liberty to deduct any amount due to Port Authority under this contract from Security Deposit/any sums of money due or that may become due to the Supplier/encash the Bank Guarantee as the case may be. This is without prejudice to the rights of the Port Authority under the terms of this Contract. All compensation or other sums of money payable by the Contractor to the Board of Major Port Authority for Cochin Port (hereinafter called the Board) under the terms and conditions of the contract may be deducted from the security deposit. GST at applicable rate will be charged on such recovery.

- **2. Income Tax Deduction**: Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 3. TDS under GST Law will be deducted as per prevailing rate.
- 4. <u>Penalty Clause</u> In case , the contractor fails to attend diving work within 2 hours, CoPA reserves right to engage any other diving firm to carry out the work and deduct amount paid to the other firm from the contractors bill/security deposit with a penalty of 20% of paid amount. GST at applicable rates will be charged on penalty as per rules.
- **5.** After 3 such non attendances to CoPA work, The Deputy Conservator shall terminate the contract without any notice and forfeit the security deposit.

6. Payment terms

- A. The payment for the work carried out shall be made once in a calendar month within 30 days of submission of bill in proper shape along with copy of log book after deduction of penalties if any.
- B. Income tax as per the prevailing rate shall be deducted while making payment.
- C. The monthly payment shall be made through banks only.
- D. GST as applicable at the prevailing rates will be paid by CoPA for the monthly bills during the tenure of contract.

- 7. On completion of the manning of the launch periodically, the Contractor shall be furnished with a Certificate to that effect by the Dy. Conservator or his authorized representative.
- **8.** Payments due to the Contractor will be made to his Bank through NEFT/ RTGS (as per the applicable Cochin Port Authority payment rules). The bank details along with GST details, PAN No. etc, shall be furnished to the Deputy Conservator prior to release of first payment.

9. PAYMENT OF TAXES:

The Contractor shall be liable to pay all taxes, levies and duties etc to State Govt. or Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of the contract. The GST applicable will be paid by COPA to the contractor as per prevailing rates. Any new taxes introduced further or existing taxes enhanced / reduced by State / Central Govt. after the date of submission of Price Bids shall be considered accordingly for additional payment / deduction.

10. <u>Termination Clause</u> Notwithstanding anything mentioned in this document, 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 the Deputy Conservator may terminate the contract by giving 15 days notice due to breach of contract.

However, Either the Deputy Conservator or the Contractor may terminate the contract by issuing 3 months notice to one another (Exit clause).

11. If Contractor or his employees -break, deface, injure or destroy property belonging to CoPA, it shall be made good at the Contractor's own expenses. The Deputy Conservator however, reserves the right to make good the same at the cost and expenses of the Contractor deducting the cost of the same from any amount due, or may become due, to the Contractor. For determining the quantum of amount to be deducted, one day will be treated as 3 shifts and the minimum deduction will be for one shift.

12. CARE AND DILIGENCE:

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Deputy Conservator for the proper, efficient and effective carrying out of their duties.

13. The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of

land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Deputy Conservator upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

14. COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Indian Employees Compensation Act, Employees State Insurance Act 1948, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor.

Notwithstanding the contractual obligation the Board shall be entitled to all protections and defences under the provisions of the Major Port Authorities Act, 2021 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

- **15. Subletting** of the contract is not permitted. Notwithstanding anything contained above, if a case of subletting or assignment is found, agreement can be terminated forthwith by the Deputy Conservator.
- 16. It shall be the responsibility of Contractor to protect the public including Cochin Port Authority and others and his employees against accidents from any cause and shall indemnify and protect CoPA and its employees against any claims for damages or bodily injury to person or property resulting from any such accidents from any party including third party.

- 17. (a). In every case in which by virtue of the Provision of Section 12 Sub Section (1) of the Employees Compensation Act, 1923, if the CoPA is required to pay compensation, to a workman employed by the contractor in execution of works, the CoPA will recover from the Contractor the amount of compensation so paid along with interest and without prejudice to the rights of the CoPA under Section 12 Sub Section (2) of the said Act, the CoPA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the CoPA to the contractor whether under this contract or any other.
- (b) The CoPA 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 CoPA full security for all costs for which the CoPA might become liable in consequence of contesting such claim.

18.

- a) No one below the age of 18 years shall be employed for work.
- b) 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 the Rules made there under.
- c) The contractor should also understand that he alone is responsible for the implementation of the Provisions of the Minimum Wages Act, 1948.
- d) A breach of the conditions of this Clause shall be deemed as breach of the contract.
 - 19. 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 Government /CoPA from time to time for the protection of health and sanitary arrangements for his workers employed in Cochin Port Authority.
 - **20.** On the breach of any terms of conditions of this contract by the contractor, the CoPA 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 CoPA to recover any further sums as damages from any sums due or which may become due to the contractor by the CoPA or otherwise however.
 - **21.** It shall be responsibility of the Contractor to settle all disputes, which may arise pertaining to the deployment of the diving personnel.
 - **22.** In calculating the total of each bill, fractions of less than half a rupee shall be disregarded and half a rupee or over shall be reckoned as one rupee.

23. CONTRACTOR TO INDEMNIFY COPA:

- i) Contractor shall indemnify CoPA and every member, worker and employee of the CoPA against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made by against CoPA for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract, CoPA shall not be liable for or in respect of any damages or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor and Contractor shall indemnify and keep indemnified CoPA against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.
- ii) Should CoPA have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred shall be charged to and paid by Contractor and contractor shall not be at liberty to dispute or question the right of CoPA to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

24. DISPUTE AND APPEAL:

In the event of any dispute 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:

Both parties together shall appoint a Sole Arbitrator to resolve the dispute and the 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.

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Authority 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 the consideration of the Board of Major Port Authority for Cochin Port subject to the Delegation of Powers

25. SPECIAL CONDITIONS

- a) The period of contract is Three years. The award of contract shall be notified by CoPA .The Cochin Port Authority reserves the right to extend the validity of the contract for a period of six (6) months from the date of expiry of the order without any change in the terms and conditions of the contract, if found necessary.
- b) The Contractor must have their office within 20 Kilometers radius from Willingdon Island. The contractor shall attend to the diving requirement of CoPA as and when required within 2 hours of receiving notice.
- c) In case, the contractor fails to attend diving work within 2 hours, CoPA reserves right to engage any other diving firm to carry out the work and deduct amount paid to the other firm from the contractors bill/security deposit with a penalty of 20% of paid amount.
- d) After 3 such non attendances to CoPA work, The Deputy Conservator shall terminate the contract without any notice and forfeit the security deposit.
- e) It should be clearly understood that during the pendency of this contract the contractor will not be eligible for any increase in the rates, whatsoever, unless otherwise specified in the contract.
- f) The Contractor should be ready to organize the work on any day including Holidays and Sundays and any time during day and night upon receiving notice from CoPA.
- g) The Contractor will have to undertake the work fully on their own capacity including transportation of men and material to the CoPA jetty. All the diving equipments have to be arranged at the contractors cost and risks. Cochin Port Authority will provide boat free of cost for the work.
- h) The Cochin Port Authority reserves the right to whole or part of the Contract to any one or more Contractors including making other arrangement to carry out the necessary work departmentally during the pendency of this contract.
- i) 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. Work order shall be issued only to the Contractors who are registered under EPF organization and ESI Corporation. The Contractors shall regularly remit the employer and employee contribution to the authorities. If not, the department would remit the same and the amount so

- remitted shall be deducted from the part/final bill of the Contractor along with interest/penalty imposed by EPF/ESI authorities.
- j) The Contractor will be fully responsible for the safety of all persons engaged by him and shall strictly observe all the necessary safety precautions and regulations applicable to the particular type of work. The Contractor shall arrange to take insurance coverage for the personnel employed by him for carrying out the work. The Contractor should check his equipments to ensure safety of his personnel and property. The Cochin Port Authority shall not be held responsible for any accidents leading to loss of life, disability of permanent or temporary nature and also for loss or damage to equipments and property.

Tenderer's Signature with seal.

Schedule A List of Documents –scanned copy -to be submitted online

PART 1-TECHNICAL BID

SI.No.	Description of Documents	Remarks
1	Cost of Tender Documents (non refundable) in the form of	Yes/No
	DD/Bankers Cheque/any manner mentioned in tender	
	document-	
2	Submission of EMD	Yes/No
3	Tender document duly filled (except price bid), signed and	Yes/No
	stamped on all the pages.	
4	Undertaking regarding illegal methods for influencing Tender process Annexure-I	Yes/No
5	Disclosure of payment made/ proposed to be made to the	Yes/No
	intermediaries in connection with the Tender Annexure-II	
6	Undertaking that no changes have been made in the	Yes/No
	Tender document downloaded Annexure-III	
7	Undertaking that price bid does not contain any Techno	Yes/No
	Commercial conditions Annexure-IV	
8	Average annual financial turnover during the last there	Yes/No
	years ending 31st march 2023 shall not be less than Rs 2.31	
	Lakhs. Proof to be submitted duly certified by the	
	Chartered Accountant.(MQC)	
9	Experience of having successfully performed / completed	Yes/No
	"similar works" during last 7 years as on 31 st May 2024	
	.Copies of the work order to be attached. (MQC)	
10	Experience of having successfully performed / completed	Yes/No
	"similar works" during last 7 years as on 31 st May 2024	
	.Copies of work completion certificate/ performance	
	certificate to be attached. (MQC)	
11	The Tenderer should have approval from Indian Register of	Yes/No
	shipping (IRS) / International Association of Classification	
	Societies (IACS) as a diving firm .copy of the approval	
	document to be submitted. (MQC)	
12	The Tenderer's office should be within 20 kilometers radius	Yes/No
	of W.Island and proof towards this to be submitted.(MQC)	
13	The Tenderer must have valid PAN .Self attested Copy of	Yes/No
<u> </u>	the certificate to be submitted duly stamped and signed	1,,
14	The Tenderer must have valid GST certificate .Self attested	Yes/No

	Copy of the certificate to be submitted duly stamped and	
	signed	
15	A covering letter with company address, phone no, official	
	email address for communication.	

Note: Above list of documents are indicative only, Tenderer is bound to submit all the relevant documents mentioned in tender documents. All the documents submitted by the Tenderer shall be neatly filed and page numbered or properly marked.

Tenderer's Signature with seal.

SCHEDULE B PART 2 -PRICE BID

Name of Work: E-TENDER FOR DIVING OPERATION AND OTHER UNDERWATER WORKS Name & Address of the Tenderer:

Item	In figures	In words (Indian Rupees)
	(Indian	
	Rupees)	
Rate for Providing diving assistance		
with one diver diving and with one		
diver standby At a time less than half		
shift		
Rate for Providing diving assistance		
with one diver diving and with one		
diver standby .At a time up to one		
shift		

Note:

The Tenderer shall write his rates in both figures and words exclusive of GST.

The Shift is calculated from the time at which work actually begins and ends at CoPA. Duration of work of 4 hrs or less is treated as half shift and work more than 4 hrs upto 8 hrs is treated as one shift.

The rate quoted in the price bid is based on 2 number divers present at the work site due to the safety requirement.

For the purpose of **evaluation**, rate quoted for **half shift** & rate quoted for **full shift** will be **added** together for **comparison**

If more than 2 divers are engaged, the payment due per shift shall be as per below formula

Payment to be made = (rate quoted X no of divers engaged)/2

Note: This form shall be filled in the MS-EXCEL format as uploaded in the website.

Website: www.Tenderwizard.com/CPT

ANNEXURE I (PROFORMA OF UNDERTAKING)

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

То
The Dy. Conservator, Cochin Port Authority, Cochin 682009. Kerala, India.
Dear Sir,
I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No
Yours faithfully,
Signature :
Name & Designation :

ANNEXURE II (PROFORMA OF DISCLOSURE OF PAYMENT)

MADE / PROPOSED TO BE MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE TENDER

Го
The Dy. Conservator, Cochin Port Authority, Cochin 682009. Kerala, India.
Dear Sir,
I/We have made / proposed to make the following payments in connection with the Tender No
1toMr./Ms./Messrs
(Name and Address)
2toMr./Ms./Messrs (Name and Address)
3toMr./Ms./Messrs
(Name and Address)
Yours faithfully,
Signature :
Name & Designation :
Note: In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.

ANNEXURE III (PROFORMA OF UNDERTAKING)

THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED

То					
The Dy. Conservator, Cochin Port Authority, Cochin 682009. Kerala, India.	,				
Dear Sir,					
Wechanges have been m	nade in the Tender	do	hereby con	firm that	no
Yours faithfully,					
Signature	:				
Name & Designation	:				

ANNEXURE IV (PROFORMA OF UNDERTAKING)

THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

То
The Dy. Conservator, Cochin Port Authority, Cochin 682009.
Kerala, India.
Dear Sir,
Wedo hereby confirm that PRICE BID of the Tender submitted by us for the Tender No do not contain any condition.
Yours faithfully,
Signature :
Name & Designation :

Form of Bank Guarantee

FOR SECURITY DEPOSIT (TO BE EXECUTED ON STAMP PAPER OF APPLICABLE VALUE) GUARANTEE BOND NO.

In consideration of the Board of Major Port Authority for Cochin Port (hereinafter
called the "Port Authority" which expression shall include their successors and
assignees) having accepted the tender No
M/s <name &="" address="" of="" tenderer=""> (Hereinafter called "the said tenderer") for</name>
<name of="" work=""> as per the Deputy Conservator Cochin Port Authority's order</name>
No dated and having agreed to exempt M/s
tenderer> (hereinafter called as the "tenderer"
which expression shall include their successors and assignees) from the demand under
the terms and conditions of the said tender and the agreement to be executed
between the Port Authority and the said tenderer and which shall include any
amendments, alterations or additions made with the mutual consent between the
parties (hereinafter called " the said agreement") of Security Deposit for the due
fulfillment by the said tenderer(s) of the terms and conditions contained in the said
tender and Agreement, on production of a Bank Guarantee for Rs(Rupees
only).
We, <name bank="" of=""> (hereinafter referred to as</name>
"the Bank") do hereby undertake to pay to the Port Authority an amount not
exceedingonly) against any loss
or damage caused to or suffered by the or would be caused to or suffered by the port
Authority by reason of any breach by the said Tenderer(s) of any of the terms or
conditions contained in the agreement.
We, Bank Ltd., do hereby undertake to pay
the amounts due and payable under this guarantee without any
demur, merely on a demand from the Port Authority stating that the amount claimed
is required to meet the recoveries due or likely to be due from the said tenderer(s).
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 an amount not exceeding Rs.
Double Ltd undouteles to more to the Double Arithouthouth
We,
any money so demanded not withstanding any dispute or disputes raised by the
tandarar(a) in any quit or propositing panding before any sourt or Tribunal relation
tenderer(s) in any suit or proceeding pending before any court or Tribunal relating
tenderer(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

payment.
We
We,
This guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
We,
SIGNATURE
Dated theday of

Tender Particulars

1. Department : Marine

2. Officer Calling Tender : Deputy Conservator

3. Tender Title : E-Tender for Diving operations and other

underwater works

4. Product Category : Service

5. Tender Value : Rs.7,70,000/-6. EMD : Rs 15400/-

7. Cost Of Tender Document : Rs.2360/- (Tender fee is inclusive of 18% GST)

8. Tender Type : Service Contract – for 3 years.

Contact Persons Particulars

1. Name and Designation : Capt. T.Muthu Kumar

: Deputy Conservator

2. Address : Cochin Port Authority

Willingdon Island, Cochin-682 009, Kerala

3. E mail – Id : dc@cochinport.gov.in

Phone No: 0484-2582500 / 2666417