

# **COCHIN FISHERIES HARBOUR**

(GOVERNED BY COCHIN PORT AUTHORITY)

SPECIAL LIMITED TENDER FOR THE APPOINTMENT OF FINANCIAL
CONSULTANT AT COCHIN FISHERIES HARBOUR FOR A PERIOD OF ONE YEAR
(EXTENDABLE BY ANOTHER ONE YEAR)"

OFFICE OF THE ADMINISTRATOR COCHIN FISHERIES HARBOUR COCHIN 682005

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## **COCHIN FISHERIES HARBOUR**

Special Limited Tender for the Appointment of Financial Consultant to carry out the work of Book Keeping, Accounting, GST & TDS remittance, filing returns using tally software and other statutory works with Government Departments at Cochin Fisheries Harbour for a period of one year (extendable by another one year).

The comprehensive tender document comprises the documents as detailed in the contents hereunder. The tenderer shall submit his tender based on the comprehensive tender document.

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SIGNATURE OF TENDERER

#### **COCHIN FISHERIES HARBOUR**

#### OFFICE OF THE ADMINISTRATOR

KOCHI - 682 005 Dated: 06/06//2024

No.A2/Accts. System/2024/CFH

#### 1. TENDER NOTICE

Electronic Special Limited Tender under single cover system for the Appointment of Financial Consultant to carry out the work of Book Keeping, Accounting, GST & TDS remittance, filing returns using tally software and other statutory works with Government Departments at Cochin Fisheries Harbour for a period of one year (extendable by another one year) is invited by the Dy. Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Kochi – 682 009 (Administrator in charge of Cochin Fisheries Harbour) up to 15.00 Hrs. on 20/06/2024. The tenders shall be submitted in accordance with the 'Instruction to Tenderers' and 'General Description and Special Conditions of Contract' etc. as detailed in the Tender Documents. The tenders will be opened by the Administrator, Cochin Fisheries Harbour at this office on the same day at 15.30 hrs.

## **Estimated cost: Rs. 5,29,200/-**

- 1.1 The Tender downloaded Document can be from the e-tendering portal www.tenderwizard.com/COPT from 15.00 hrs. on 06/06/2024 to 15.00 hrs on 20/06/2024 by making online requisition & submission of Demand Draft / Banker's Cheque for Rs.750 + GST @12% (i.e., Rs.840/-) drawn in favour of the Administrator, Cochin Fisheries Harbour, payable at Kochi, being the cost of single copy of the Tender Document. Scanned copy of the DD/ Banker's Cheque shall be attached with the e-tender.
- 1.2 The Tender Documents are also available at Port's website www.cochinport.gov.in / eprocure.gov.in (CPPP).
- 1.3 The bidders need to obtain the one time User ID & password for log-in to e-Tendering Portal <a href="https://www.tenderwizard.com/CPT">www.tenderwizard.com/CPT</a> from the service provider M/s.KEONICS by paying registration amount of Rs.1124/- through online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
- 1.4 The tenders shall be submitted "on line" strictly in accordance with the Instructions to Tenderers and General Description and Special Conditions of Contract given in the Tender Document. The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender form & EMD, proof of experience, financial details, etc. along with e-tenders.
- 1.5 Original DD / Bankers Cheque towards the cost of tender & EMD shall be submitted in a sealed cover to the Administrator, Cochin Fisheries Harbour, Kochi-682005, KERALA, before opening date & time of the tender. Tenders without submitting the original documents before the Tender submission date and time will be rejected.

1.6 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.

#### 1.7 EARNEST MONEY TO BE DEPOSITED

The Tenderer shall submit EMD amount of Rs 10,584/- in the form of demand draft/Bankers Cheque drawn in favour of the Administrator, Cochin Fisheries Harbour, drawn in any Schedule Bank payable at Kochi (Exempted for Tenderers with valid MSME / NSIC Registration Certificate as per MSME Act – certificate to be uploaded online).

The scanned copy of EMD is required to be submitted online and originals to be submitted to the Office of the Administrator, Cochin Fisheries Harbour, Thoppumpady, Kochi-5 before the due date of Tender opening.

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. The EMD of the successful Tenderer shall be returned after submission of security deposit as per Tender document. 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. No interest will be payable on the Earnest Money deposit.

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 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

## 1.8 Tender Submission/Opening:

1.8.1 The time schedule for various activities in connection with this tender will be as follows.

Description of activity	Schedule time	Venue
a) Last date & time for submission of tenders and opening	15.00 hrs on 20/06/2024 15.30 hrs on 20/06/2024	Online and physical cover opening at the Dy. Chief Mechanical Engineer's office.

- 1.8.2 Tender shall include Cover A containing hard copy of "*EMD & COST OF TEDNER FORM*". All other technical details including Technical Bid & Price Bid shall be submitted only **online.**
- 1.8.3 The bids shall be submitted only 'Online'. The bids will be opened on 20/06/2024 at 15.30 hrs. The name and address of the tenderer shall be necessarily entered in the space provided in the 'Price Bid'.
- 1.9 The right of acceptance of tender will rest with the 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.

- **1.10** The Administrator, Cochin Fisheries Harbour or his duly authorized assistant will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative.
- **1.11** The tenderer should keep open the validity of the tender normally for 60 days from the date fixed for its opening.
- 1.12 Should any tenderer withdraw his tender before the validity period or make any modification in the terms and conditions of the tender which are not acceptable to the department, will be treated as invalid.
- 1.13 The tenderer shall be deemed to have full knowledge of the Tender document and the submission of a tender by tenderer implies that he has read this notice and General Conditions of Contract and has made himself aware of the scope of the work and other factors bearing on the tender.

## 1.14 Security Deposit:

The successful tenderer will be required to furnish Security Deposit/ Performance Security @ 10% of contract price for the due and proper fulfillment of the Contract not later than 21 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 Kochi, drawn from any Scheduled Bank operating in India as per the prescribed proforma.

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.

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**.

## 1.15 Signing of Agreement:

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:

1.15.1 The Tender Notice, all the documents including additional conditions/specifications, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.

- 1.15.2 The Consultant shall make 3 copies of the Agreement and submit to Cochin Fisheries Harbour within 7 days following the date of signing of Agreement.
  - **1.16** Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Consultant and Cochin Fisheries Harbour.
  - **1.17** Failure to comply with conditions **1.14 and 1.15** above will entail forfeiture of the Earnest Money.
  - **1.18** Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
  - **1.19** The tenderer shall specify the PAN No. allotted to him so that Administrator can ascertain his liability to the Income Tax Department.
  - **1.20** The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
  - **1.21** Bidders who are registered with National Small Industries Corporation (NSIC), Govt. Of India Enterprises under "Single Point Registration Scheme" of Ministry of MSME shall be eligible for issue of tender document free of cost. They are required to submit documentary proof of such registration alongwith the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and also, a scanned copy of the Exemption Certificate duly notarised shall be uploaded in the e-tendering Portal.

#### 1.22 Taxes and Duties:

- 1.22.1. 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.
- 1.22.2. GST for the work will be paid extra by the Cochin Fisheries Harbour. The GST applicable as per law can be billed on the Cochin Fisheries Harbour, which will be paid to the Consultant by the Board along with the bills, for which the Consultant 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 Consultant for every payment.
  - ii. GST Registration Number of Cochin Fisheries Harbour and the Consultant is to be clearly mentioned with all the bills.
  - iii. Invoice should be attached along with the running bills.
  - iv. The Consultant shall comply all the GST and TDS regulations, viz.; timely uploading of invoices and issue of debit / credit notes.
- 1.22.3. Any stipulation by a tenderer that taxes and duties deductable from these bills should be borne by the Cochin Fisheries Harbour will result in the summary rejection of his/their tender.
  - **1.23** The Consultant shall comply with all the provisions of the Indian Workmen's Compensations Act, Public Liability Policy, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the Contract labour that may be brought in to force from time to time.

- 1.24 The Consultant shall produce documents related to EPF and ESI registration at the time of execution of agreement, as per applicable rules. The Consultant shall regularly remit the Employer & Employee contribution to the authorities in such cases. If not, the Dept. would be required to remit the same and the amount so remitted shall be deducted from the part/ final bill of Consultants.
- **1.25** The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.
- **1.26** This Tender Notice shall form part of the Contract.

DY. CHIEF MECHANICAL ENGINEER

## 2. SCOPE OF WORK

To

The Board of Trustees, Cochin Port Authority Through The Dy. Chief Mechanical Engineer Cochin Port Authority, Cochin -9

I/We hereby agree to abide by the conditions mentioned in the **Special Limited Tender** for the execution of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects of the "General Description and Conditions of Contract" and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

#### **MEMORANDUM**

a)	General description of work	Book Keeping, Accounting, GST & TDS remittance, filing returns using tally software and other statutory works with Government Departments at Cochin Fisheries Harbour for a period of one year (extendable by another one year)
b)	Estimated cost	Rs. 5,29,200/-
c)	Earnest Money	Rs. 10,584/-
d)	Security Deposit	10% of the value of contract awarded or the value of the work done whichever is higher
e)	Time allowed for commencement of work from the date of receipt of work order	7 days
f)	Time allowed for the work from the date of commencement of work	One year
g)	Schedule, specifications, conditions, drawings etc	As per "Contents" sheet attached

Should this Bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of Contract annexed hereto or in default thereof to suspend Me/Us and shall not be eligible to participate in the Bids invited by Cochin Port Authority, for a period of Two years from the date of such Suspension Order. I/We further agree to execute an agreement with the Board in the prescribed form or in default thereof to suspend Me/Us and shall not be eligible to participate in the Bids invited by Cochin Port Authority, for a period of Two years from the date of such Suspension Order.

	Dated the	day of	2024
			Signature of the Tenderer
Address	:		
Witness	:		
Address	:		
Occupation	:		
		ACCEPTANCE	
The a	above tender is hereby	accepted by me for and on	behalf of the Board.
Dated the		day of	2024
Dated			

Dy. Chief Mechanical Engineer Cochin Port Authority

## 3. INSTRUCTIONS TO TENDERERS

- 3.1 Electronic Special Limited Tender under single cover system for the Appointment of Financial Consultant to carry out the work of Book Keeping, Accounting, GST & TDS remittance, filing returns using tally software and other statutory works with Government Departments at Cochin Fisheries Harbour for a period of one year (extendable by another one year).
- 3.2 The Tenderer shall submit the tender through online mode only.

#### 3.3 SUBMISSION OF TENDERS

The tender shall contain –EMD, Copy of PAN Card, ESI/EPF & GST Registration documents and shall be submitted before 15.00 Hrs on 20/06/2024.

3.4 <u>Tenderer should ensure that his tendered amount as per 'Price Bid' is not mentioned anywhere in any other documents, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.</u>

#### 3.5 OPENING AND EVALUATION OF TENDERS

The hard copy of documents in sealed cover and online bid will be opened at 15.30 hrs on 20/06/2024.

#### 3.6 GENERAL INSTRUCTIONS TO TENDERERS

- 3.6.1 The tenderer shall be deemed to have full knowledge of the Tender document and the submission of a tender by tenderer implies that he has read this notice and General Conditions of Contract and has made himself aware of the scope of the work and other factors bearing on the tender
- 3.6.2 The tenderer shall quote the rate on monthly basis in the column provided for the purpose in the Schedule.
- 3.6.3 If there are varying or conflicting provisions made in any document forming part of the Contract, the Administrator, Cochin Fisheries Harbour, Cochin-682005 shall be the deciding authority with regard to the intention of the document which will be binding on the tenderer / Consultant.
- 3.6.4 Any error in description, any omissions there shall not vitiate the Contract or release the Consultant from the execution of whole or any part of the works comprised therein according to specifications or from any of his obligation under the Contract.
- 3.6.5 The Administrator, Cochin Fisheries Harbor, shall have the right to omit or suspend certain items of work or revise or amend the Tender. Documents at any time prior to the due date of submission of the tender. Such revisions or amendments or extensions if any, shall be communicated to all the bidders who have downloaded the Tender Documents, in the form of an addendum by telefax / e- mail / writing. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of tender.
- 3.6.6 All payments due to the Contractor under this Contract will be made in Indian Rupees only.

- 3.6.7 Tenders received after the date specified for submission shall not be opened.
- 3.6.8 The Bank Guarantees (BGs) to be furnished by the Contractors in connection with the tender shall be sent to by the Administrator, Cochin Fisheries Harbour directly by the issuing bank under registered post with AD. The Contractor shall take the responsibility of sending BGs directly to the Port Authority by the issuing bank.

SIGNATURE OF TENDERER

## 4. GENERAL DESCRIPTION AND CONDITIONS OF

## **CONTRACT**

## 1. SCOPE OF WORK

Book Keeping, Monthly Accounting, Filing of Statutory Returns of CFH (GST & TDS) and downloading Form-16 & 27A & preparation of Form-26Q, generating monthly invoices (rent, electricity and water), preparing dues statement on any particular date, preparation of Budget, compiling data for representing against Demands (Orders & Show Cause Notices) from Central Taxes (GST) Dept. and preparation of Annual Financial Statements of CFH and related data entry & programming for a period of one year (extendable by another one year).

- 2. The period of contract is for one year. The Administrator (CFH) reserves the right to terminate the contract at any time with a day's notice in case he is not satisfied with the performance of the consultant.
- **3.** The work of Accounting & Book Keeping using Tally Software shall be carried out as per the directions and requirements of the Administration office of Cochin Fisheries Harbour.
- **4.** List of works to be carried out by the consultant are as follows:
  - i. Data Entry related to accounting.
  - ii. Finalizing annual accounts in Tally Software.
  - iii. GST related work including monthly & annual return filing etc. and working out GST amount to be paid.
  - iv. TDS related works as required.
  - v. Advising and providing necessary timely support to Cochin Fisheries Harbour staff to finalize statement of dues, invoices, statements / reports required for statutory authorities, Legal purpose, official purpose etc.
  - vi. Generating monthly invoices (rent, electricity and water).
  - vii. Maintaining dues list of lessees & licensees and extracting required information / report on any particular date.
  - viii. Related data entry / programming etc.
- **5.** The department will not entertain any claim from the selected tenderer whatsoever towards compensation for any damage / accidents etc. due to any negligence from his / their part during the execution of the work.
- **6.** The rate quoted shall be on monthly basis excluding taxes.
- 7. Payment will be made on monthly basis as per invoice bill submitted.
- **8.** Study the nature of business of Cochin Fisheries Harbour and analysis of all transactions (both receipts and payments) to understand the GST implications and suggest necessary changes required if any with regard to raising of invoice, issue of credit notes, as well as in contracts / documents etc.
- 9. Advise on key documents and records to be maintained by CFH under GST Law.

- **10.** Guidance / advises for developing necessary tools / software for review, monitoring, reporting and compliance with reports required in GST regime.
- 11. Regularly updating CFH on various amendments in GST Laws

## Preparation & Filing of Returns under GST Law:

- 1. Preparation & filing of following GST returns
  - (i) GSTR1 for outward supplies
  - (ii) GSTR3B for outward supplies
  - (iii) GSTR 2 for inward supplies ( as and when made compulsory)
  - (iv) GSTR 7 for TDS under GST
  - (v) GSTR 9 for Annual return
  - (vi) Any other returns or documents under GST law required to be filed by CFH as notified by Government from time to time.
- 2. Preparation and filing of Returns would include extraction of data required for filing from the books of accounts of CFH, identifying the eligible input tax credit claim, arriving the GST liability to be remitted and filing of GST returns after being approved by CFH. GST liability to be remitted to be intimated to CFH prior to 7 days before the due dates.
- 3. Reconciliation of GSTR 2A with the books of accounts and communicating the vendors who have not uploaded the bills issued to CFH.
- 4. GST, being a robust and evolving law, any requirements which further be introduced will also be dealt by consultants.

SIGNATURE OF TENDERER