

COCHIN PORT AUTHORITY



Chief Engineer's Office
Cochin Port Authority
W/Island , Cochin – 682009, KERALA
Tele: 91-0484-2666414/0484-258-2400
website: www.cochinport.gov.in

Tender No. T6/T-2010/2024-C

Date : 16 /07/2024

NOTICE INVITING TENDER

Electronic Tenders (**e-tenders**) on percentage basis are invited by Cochin Port Authority 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 2024-25**”.

1. **Minimum Eligibility Criteria:**

a) **Experience**

The tenderers should have experience of having successfully completed during the last 7 (seven) years ending **30th June, 2024**, 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 2023 [2020-'21, 2021-'22 & 2022-'23] shall not be less than **Rs.30.00 lakhs**.

Explanatory Notes to a) & b):

(a) 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.

(b) Notarized copies of completion certificates of each work issued by the employer/owner/responsible officer of the employer/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.

(c) 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.

- (d) 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

- (e) **Financial Turnover:**

In proof of Financial Turnover Audited Annual Accounts Statements (Balance Sheet & Profit & Loss Account Statement) & Turnover Certificate signed by the Chartered Accountant or IT returns duly acknowledged by the Income Tax department along with Computation Statement signed by the Chartered Accountant, for the last three years ending on 31st March 2023 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, disqualifications/ black listing/ debaring by Govt. departments etc.

- 2.2 **The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tender, 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>16 -07-2024</i>
2	Download period of Bid Documents	<i>16-07-2024 to 30-07-2024</i>
3	Last date for seeking clarification	<i>22-07-2024</i>
4	Date of Pre-Bid meeting	<i>23-07-2024</i>
5	Last date and time of submission of Bid	<i>30-07-2024 up to 14.30 hrs</i>
6	Date and time of opening the Bid	<i>30-07-2024 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.2,00,000/- 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 or through RTGS/NEFT mode.
iii)	Cost of Bid document	Rs.2,360/- (Rs.2000 /-+18% 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 or through RTGS/NEFT mode. 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, further extendable for 60days on request.
v)	Time for Completion	1 year from the date of commencement of the work

4. This work essentially comprises of the following:
 - a) Labour Oriented Maintenance nature works.
 - b) Repair/ maintenance works involving labour & materials.
 - c) Road work.
 - d) Supply of materials
 - e) 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 and EMD shall be furnished in the form of Demand Draft/ Banker's Cheque drawn in favour of FA & CAO, CoPA or through RTGS/NEFT mode. The bidder shall submit the Originals of (i) DD / Bankers Cheque towards the cost of tender document and EMD and (ii) Power of Attorney in favour of signatory(s) to the tender if applicable, with letter of submission in a sealed cover to the **Superintending Engineer-I, Cochin Port Authority, W/Island, Cochin-682009, Kerala**, on the due date of submission of bid within the prescribed time limit. **Non submission of original financial document towards cost of tender document and EMD, will make the tender liable for rejection, and such tenders would not be evaluated further.**
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 such incomplete Tender Documents may be rejected by the employer and would not be evaluated.**

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. **EARNEST MONEY TO BE DEPOSITED**
 - 11.1 Each tender should be accompanied by an Earnest Money amounting to **Rs. 2,00,000/-**.
 - 11.2 The Earnest Money can be deposited through Demand Draft or Banker's Cheque from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, COCHIN PORT AUTHORITY or online payment through RTGS/NEFT. The original DD/ Banker's Cheque shall be submitted to the Superintending Engineer-I, Cochin Port Authority, Cochin-09, on the due date of submission of bid within the prescribed time limit. Scanned copy of the DD/ Banker's Cheque shall be attached with the tender submitted "online". If online payment is made, the evidence thereof shall be attached with the tender submitted "online". If hard copy of the original DD/Bankers Cheque is not received within the stipulated period, or if the evidence of making online payment towards EMD is not attached with the tender submitted online, then such bids will not be further evaluated and shall be rejected summarily. The Earnest Money deposited will not carry any interest.
 - 11.3 Bank details of Cochin Port Authority are given below.

Name of bank	:	State Bank of India
Name of Branch	:	Cochin Port Trust Branch
IFSC Code	:	SBIN0006367
Account No	:	41401802288
Account Holders Name	:	Cochin Port Authority
 - 11.4 EMD of L1 & L2 bidder shall be refunded to the respective bidders on submission and acceptance of Performance Security and entering into agreement by the L1 Bidder. EMD of other bidders will be refunded immediately after finalization of the bid.
12. 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.
13. **Securities:**
 - 13.1 Security Deposit (SD) shall be 10% of the Contract value or value of the work done whichever is higher and it shall consist of the following:
 - a) **Performance Security** 5% of contract value payable on award of the work.
 - B) **Retention Money:** @ 5% of the gross amount of each bill.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.
 - 13.2 **Performance Security:** The Performance Security retained till end of Defect Liability period (1 year from the date of completion of work) shall be 5% of Contract Value or

Cost of Work Done, whichever is higher. So, initially 5% of the Contract value shall be furnished as Performance Security.

- 13.3 The Security Deposit/ Performance Security @ 5% of the value of the contract awarded (Rounded off to the nearest Rs.1000/-), shall be furnished by the Contractor to the Employer, not later than **14 days** from the date of receipt of letter of acceptance or such extension of that period as may be permitted by the official of Cochin Port writing, and shall be furnished in one of the following forms:
- i) Banker's Cheque / Demand Draft of a Scheduled Bank/ online payment through RTGS/NEFT. If online payment is made, the evidence thereof shall be submitted to the office.
 - ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India as per the prescribed proforma.
- 13.4 **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.**
- 13.5 If Performance Security is not furnished within the period as specified above or such extension of that period as may be permitted by the official of Cochin Port Authority in writing, Cochin Port Authority at its discretion may cancel the Letter of Acceptance without paying any compensation to such bidder, and in addition to forfeiture of EMD. In addition, such bidder 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 cancellation of Letter of Acceptance.**
- 13.6 **Retention Money:** Retention Money @ 5% shall be retained from each payment due to the Contractor.
- 13.7 Retention Money shall be deducted at 5% of the gross amount of the bill from the first Running Account bill onwards till the recovered sum along with Performance Security amounts to 10% of the Contract value or the value of the work done whichever is higher at all times. **Retention Money shall be refunded to the Contractor within 14 days from the date of payment of final bill.**
- 13.8 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 Retention Money recovered from the running account bills, shall amount to 10% of the Cost of Work done.
- 13.9 In cases where cost of Work done exceeds the Contract Value while releasing the Retention Money after payment of Final Bill, only 5% cost of Work Done is released, instead of the entire Retention Money recovered from the bills. The balance amount shall be retained; to make up for the shortage in the Performance Security, upto the completion of Defects Liability Period.
- 14 In the event of the tenderer, after the issue of the communication of acceptance of offer by Cochin Port Authority, 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, Cochin Port Authority shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit.
- 15 **Signing of Agreement:**
- 15.1 The successful tenderer will be required to execute within **21 days** from the date of receipt of Letter of Acceptance and after submission of Performance Security, 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.

If Agreement is not executed within the period as specified above or such extension of that period as may be permitted by the official of Cochin Port Authority in writing, Cochin Port Authority at its discretion may cancel the Letter of Acceptance without paying any compensation to such bidder, and in addition to forfeiture of Performance Security.

- 15.2 The Contractor shall make 10 copies of the Agreement and submit to CoPA within 7 days following the date of signing of Agreement.
- 16 Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Contractor and Cochin Port.
- 17 Failure to comply with conditions **3ii (iv), 13 and 15** above will entail forfeiture of the Earnest Money.
18. **Micro and Small Enterprises (MSE's) Bidders registered under dyan Registration 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. Further, for claiming such exemption for EMD, they would have to submit an undertaking as specified in Annexure-II in lieu of EMD.**
19. 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. It is not mandatory for Cochin Port to accept the bid of the Lowest Bidder, and Cochin Port at its discretion may accept the bid of any bidder, without mentioning any reason.
- 20 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. 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.
- 21 The quote of Tenderer shall be realistic in respect of the services to be provided. The quote shall be firm and no other increase or decrease in prices will be allowed during the currency of the contract. Canvassing in connection with tender is strictly

prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

22 Taxes and Duties:

- 22.1 TDS under GST law shall also be deducted at prevailing rates.
- 22.2 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.
- 22.3. 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 with all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.
- 22.4. 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.
- 23 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.
- 24 The Tender Document shall form part of the Contract.

Sd/-

**Superintending Engineer-I
COCHIN PORT AUTHORITY
FOR AND ON BEHALF OF THE BOARD
OF MAJOR PORT AUTHORITY
FOR COCHIN PORT**