



COCHIN PORT TRUST
MARINE DEPARTMENT
E-TENDER No.DC/Diving Services /2021

Tender Document

“E-Tender for Diving Operations and other under water works-2021”

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|---|---|---|
| Tender publication date | : | 19 th May 2021 |
| Down loading of Tender document | : | From 19 th May 2021, 1700 hours To 09 th June 2021, 1400 hours |
| Last date and time for Submission of Tenders | : | 09 th June 2021, 1430 hours |
| Time and date of technical bid opening | : | 09 th June 2021, 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 | : | NIL |
| Tender Value | : | Rs.7,36,000/- |
| E-Tendering portal | : | www.Tenderwizard.com/COPT |

Office of the Deputy Conservator
Cochin Port Trust,
Cochin – 682 009.
Phone: 91 484 2666417, 2582500
Fax: 91 484 2666417
e-mail: dc@cochinport.gov.in

E-TENDER NOTICE

E-TENDER No. DC/Diving Services /2021

Date: 19th May 2021

- 1.1. Electronic Tenders (e-Tenders) in “Two Cover System” is invited by the Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin – 9, e-mail: dc@cochinport.gov.in for Diving Operations and other under water works for a period of 3 years(2021-24).
- 1.2. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from CoPT 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/COPT.
- 1.5. Cost of tender document Rs.2360/- (including 18% 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 Trust or payment online.
Bank Details of Cochin Port Trust are given below:
Name of Bank : State Bank of India
Name of Branch : Cochin Port Trust
IFSC Code : SBIN0006367
Account No : 10601197375
Account Holder’s Name : Cochin Port Trust
- 1.6. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure’s OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration (Annexure –V) shall be furnished as per the format enclosed. Otherwise, the bids will be rejected.
- 1.7. Proof of payment in original (Original Demand Draft/Banker’s Cheque) towards Cost of tender document shall be submitted to Deputy Conservator, Cochin Port Trust 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 Trust as mentioned in Section 1.1 above, at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify receipt of payment as referred in the UTR number, in the Bank account mentioned in section 1.5. If Cost of tender document has not been reflected in the Bank account of Cochin Port Trust, the bid will be rejected.
- 1.8. 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 cost.
- 1.9. Scanned copy of instruments towards Cost of Tender Document (as mentioned in clause 1.5 and 1.8 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, 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/COPT 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**" strictly in accordance with the Instructions to Tenderers and other terms & Conditions given in the tender document. Tender submitted other than online shall not be considered.
- 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/COPT.
- 1.13. The tender will be received **up to the time schedule** Tenders shall be submitted in accordance with the 'General information', 'Instruction to Tenderers' , 'General Conditions and special conditions of Contract' etc, as detailed in the Tender document. The Tenders will be opened by the Deputy Conservator, Cochin Port Trust 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/firm 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 **time schedule** for various activities in connection with this Tender will be as follows.

| Sl.No | Description of activity | Venue | Time |
|-------|---|--|---|
| 1 | Issue of Tender Document | Online www.Tenderwizard.com/COPT www.cochinport.gov.in www.eprocure.gov.in/cppp | 19 th May 2021, 1700 hours |
| 2 | Last date of submission of bid | Online Submission at: www.Tenderwizard.com/COPT | 09 th June 2021, 1430 hours |
| 3 | Opening of Techno commercial bid | Online at: www.Tenderwizard.com/COPT | 09 th June 2021, 1500 hours |
| 4 | Opening of Price Bid of technically qualified Tenders | Online at: www.Tenderwizard.com/COPT | Will be informed |

- 1.17 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/COPT.
- 1.18 Cochin Port Trust 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 Trust 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.
- 1.19 Disputes if any shall be under the jurisdiction of courts in Cochin only.
- 1.20 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.
- 1.21 This Tender notice shall form part of the contract.
- 1.22 Tenderer needs to give an official email id which will be used for the communication

Sd/-

Phone : 0484-2666417
: 0484-2582500
Fax: 0484-2666417

Deputy Conservator
For and on behalf of
The Board of Trustees of the Port
of Cochin.

GENERAL INFORMATION

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 Trust, 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) CoPT 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.

Information

| Description of work | Estimated Cost of work (₹.) | EMD | Tender fee (₹.) | Period of Contract |
|---|------------------------------|-----|--|--------------------|
| Diving operations and other under water works | Rs 7.36 Lakhs | NIL | Rs 2360/- including 18% GST (Non refundable) | 3 years |

INSTRUCTIONS TO TENDERERS

1. 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.
2. **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp
3. The Cost of tender document, 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 Trust, payable at Cochin. Tenders without cost of tender document will not be accepted. **The fees is non refundable.**
4. The instrument evidencing payment of Cost of Tender Document as per clause 3 above shall be scanned and attached in the e-tender portal www.tenderwizard.com/COPT. 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 techno-commercial bid.
5. The Tenderers who are registered with NSIC/MSME are exempted from payment of Tender Fee. Copy of valid NSIC/MSME Registration Certificate as per MSME Act shall be uploaded with the other Documents for availing exemption of Tender cost.
6. 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/COPT. Any tender not so complete is liable to be rejected

7. MINIMUM QUALIFICATION CRITERIA, (MQC)

- A. Average Annual Financial Turnover during the last three years ending 31st march 2020 shall not be less than Rs 2.21 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 30th April 2021. Copy of the work order and performance certificate /work completion certificate to be attached.
 - i. One similar work costing not less than Rs 5.89 lakhs
 - ii. Two similar work each costing not less than Rs 3.68 lakhs.
 - iii. Three similar works each costing not less than Rs 2.95 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.

8. The Tenders containing uncalled remarks or any additional conditions are liable to summary rejection.

9. Joint Venture is not allowed in the Tender.

10. Bid submission

Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid** through e-Tender mode.

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

11. Price bid (Schedule B) in the provided format (MS-excel format separately uploaded in the website) shall be submitted only through e-Tendering mode on the website www.Tenderwizard.com/COPT by the Bidders .

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 trust 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 **Schedule -B** 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 www.Tenderwizard.com/COPT). 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 Trust will not provide any forms for getting any exemptions from payment of duties and taxes

Overwriting in the proforma in the **Schedule-B** 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.

12. 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.

13. If the Tender is submitted by an individual, it shall be signed, also giving his full name and address. 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. In case of a company, a resolution of Board of Company shall be submitted .

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.**

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

14. EMD: No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration (**Annexure – V**) shall be furnished as per the format enclosed. Otherwise, the bids will be rejected.

15. 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.

16. The acceptance of a Tender will be at the discretion of the Deputy Conservator of Cochin Port Trust 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.

17. 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**.

18. 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.

19. An undertaking that no changes have been made in the Tender document downloaded has to be furnished in **Annexure-III**.

20. An undertaking that "**Price bid**" does not contain any techno-commercial condition has to be furnished in **Annexure-IV**.

21. 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.

22. 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.

23. 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 Trust 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.**

24. 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.

25. The Tender shall remain valid and open for acceptance for a period of 90 days from the date fixed for receiving the same. COPT reserves the right to extend the period of validity for a specific time as may be required by COPT. 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.

26. DETERMINATION OF RESPONSIVENESS : COPT 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 COPT 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

27. 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.

28. To assist in the examination, evaluation and comparison of Tenders, COPT 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.

29. 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.

30. **AWARD OF CONTRACT:** Subject to above reservation, CoPT 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.

31. **LETTER OF ACCEPTANCE (LOA):**

Prior to the expiration of the period of Tender validity or extended validity, the CoPT 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.**

32. **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 CoPT 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.

33. The **security deposit** : The successful tenderer will be required to furnish Performance Security for 3% of contract price including taxes and duties 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 supplier fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust 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 Trust under the terms of this Contract.

34. 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 Trust will be at liberty to cancel/reject the tender apart from exercising other remedies.

35. The tenderer must have valid PAN, GST registration which is to be submitted self-attested duly stamped and signed.

36. Tenderer needs to give an official email id which will be used for the communication

SIGNATURE OF BIDDER

GENERAL CONDITIONS OF CONTRACT

- 1. Security Deposit** The person whose Tender may be accepted (hereinafter called the CONTRACTOR) shall within 30 days of receipt of the Letter of acceptance (LOA) of the Tender, sign the contract indicating his acceptance of the terms & conditions. The security deposit in respect of this contract shall be 3% of the contract price. (Please Refer clause no 33 of instruction to tenderers). All compensation or other sums of money payable by the Contractor to the Board of Trustees of the Port of Cochin (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:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.

- 4. Penalty Clause** In case , the contractor fails to attend diving work within 2 hours, CoPT 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 CoPT 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.

- 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 Trust 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. Termination Clause** 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).
- 10.** If Contractor or his employees -break, deface, injure or destroy property belonging to CoPT, 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.

11. 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.

12. It shall be the responsibility of Contractor to protect the public including Cochin Port Trust and others and his employees against accidents from any cause and shall indemnify and protect CoPT 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.

13. (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 CoPT is required to pay compensation, to a workman employed by the contractor in execution of works, the CoPT will recover from the Contractor the amount of compensation so paid along with interest and without prejudice to the rights of the CoPT under Section 12 Sub Section (2) of the said Act, the CoPT 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 CoPT to the contractor whether under this contract or any other.

(b) The CoPT 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 CoPT full security for all costs for which the CoPT might become liable in consequence of contesting such claim.

14.

- 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.

15. 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 /CoPT from time to time for the protection of health and sanitary arrangements for his workers employed in Cochin Port Trust .

16. On the breach of any terms of conditions of this contract by the contractor, the CoPT 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 CoPT to recover any further sums as damages from any sums due or which may become due to the contractor by the CoPT or otherwise however.

17. It shall be responsibility of the Contractor to settle all disputes, which may arise pertaining to the deployment of the diving personnel.

18. 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.

19. 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 Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust 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 Trustees of Cochin Port subject to the Delegation of Powers

20. GST as applicable at the prevailing rates will be paid by CoPT for the monthly bills during the tenure of contract.

SPECIAL CONDITIONS

- a) The period of contract is Three years. The award of contract shall be notified by CoPT. The Cochin Port Trust 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 CoPT as and when required within 2 hours of receiving notice.
- c) In case, the contractor fails to attend diving work within 2 hours, CoPT 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 CoPT 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 CoPT.
- g) The Contractor will have to undertake the work fully on their own capacity including transportation of men and material to the CoPT jetty. All the diving equipments have to be arranged at the contractors cost and risks. Cochin Port Trust will provide boat free of cost for the work .
- h) The Cochin Port Trust 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 Trust 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

| Sl.No. | Description of Documents | Remarks |
|--------|--|---------|
| 1 | Cost of Tender Documents (non refundable) in the form of DD/Bankers Cheque/any manner mentioned in tender document- | Yes/No |
| 2 | FORMAT OF DECLARATION IN-LIEU OF EMD/BID SECURITY (To be submitted on the Bidder's Letter Head) ANNEXURE -V | Yes/No |
| 3 | Tender document duly filled (except price bid), signed and stamped on all the pages. | Yes/No |
| 4 | Undertaking regarding illegal methods for influencing Tender process Annexure-I | Yes/No |
| 5 | Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender Annexure-II | Yes/No |
| 6 | Undertaking that no changes have been made in the Tender document downloaded Annexure-III | Yes/No |
| 7 | Undertaking that price bid does not contain any Techno Commercial conditions Annexure-IV | Yes/No |
| 8 | Average annual financial turnover during the last three years ending 31st march 2020 shall not be less than Rs 2.21 Lakhs. Proof to be submitted duly certified by the Chartered Accountant.(MQC) | Yes/No |
| 9 | Experience of having successfully completed "similar works" during last 7 years as on 30 th April 2021 Copies of the work order to be attached. (MQC) | Yes/No |
| 10 | Experience of having successfully performed / completed "similar works" during last 7 years as on 30 th April 2021 Copies of work completion certificate/ performance certificate -- to be attached. (MQC) | Yes/No |
| 11 | 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. | Yes/No |
| 12 | The Tenderer's office should be within 20 kilometers radius of W.Island and proof towards this to be submitted. | Yes/No |
| 13 | The Tenderer must have valid PAN .Self attested Copy of the certificate to be submitted duly stamped and signed | Yes/No |
| 14 | The Tenderer must have valid GST certificate .Self attested Copy of the certificate to be submitted duly stamped and signed | Yes/No |
| 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 (Indian Rupees) | In words (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:

- A. The Tenderer shall write his rates in both figures and words exclusive of GST.
- B. The Shift is calculated from the time at which work actually begins and ends at CoPT. 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.
- C. The rate quoted in the price bid is based on 2 number divers present at the work site due to the safety requirement.
- D. For the purpose of **evaluation**, rate quoted for **half shift** & rate quoted for **full shift** will be **added** together for **comparison**
- E. 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/COPT

ANNEXURE I (PROFORMA OF UNDERTAKING)

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

The Dy. Conservator,
Cochin Port Trust,
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. so as to influence the Tender process and have not committed any offence in connection with the Tender.

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

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Tender No

1. _____ to Mr./Ms./Messrs _____

_____ (Name and Address)

2. _____ to Mr./Ms./Messrs _____
_____ (Name and Address)

3. _____ to Mr./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

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....
.....do hereby confirm that no changes have been
made in the Tender document downloaded and submitted by us for the Tender No
.....

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE IV (PROFORMA OF UNDERTAKING)

THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....
.....do 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 :

ANNEXURE -V
FORMAT OF DECLARATION IN-LIEU OF EMD/BID SECURITY
(To be submitted on the Bidder's Letter Head)

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.

- b) If after the award of work, I/We fail to furnish the required Performance Security/ Security Deposit or sign the Contract, within the time limits specified in the Tender Document.

Signature of the Tenderer with seal

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 Trustees of the Port of Cochin (hereinafter called the "Port Trust" which expression shall include their successors and assignees) having accepted the tender No..... datedsubmitted by M/s..... <Name & address of tenderer>... (Hereinafter called "the said tenderer") for <name of work>.... as per the Deputy Conservator Cochin Port Trust's order No dated and having agreed to exempt M/s <Name & address of 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 Trust 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 of Bank> (hereinafter referred to as "the Bank") do hereby undertake to pay to the Port Trust an amount not exceeding.....(Rupees... ..only) against any loss or damage caused to or suffered by the or would be caused to or suffered by the port Trust 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 Trust 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.

We,..... Bank Ltd., undertake to pay to the Port Trust any money so demanded notwithstanding any dispute or disputes raised by the 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 there under and the tenderer(s) shall have no claim against us for making such payment.

We Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Port Trust under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till an Officer- in – charge on behalf of the Port Trust

certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said tenderer(s) and accordingly discharges this guarantee.

We,..... Bank Ltd., further agree with the Port Trust that the Port Trust shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said tenderer(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer (s) or for any forbearance act or omission on the part of the Port Trust or any indulgence by the Port Trust to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).

We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port trust in writing. This guarantee shall be valid up to unless extended on demand by Port Trust. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees..... .. only) and unless in claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

SIGNATURE

Dated theday of.....
for Bank Ltd.

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.7,36,000/-
6. EMD : NIL - See TD
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. Joseph Alapat
: Deputy Conservator
2. Address : Cochin Port Trust
Willingdon Island, Cochin-682 009, Kerala
3. E mail – Id : dc@cochinport.gov.in

Phone No : 0484-2582500 / 2666417