

Bid Document

Bid Details	
Bid End Date/Time	18-02-2022 16:00:00
Bid Opening Date/Time	18-02-2022 16:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Ports, Shipping And Waterways
Department Name	Na
Organisation Name	Cochin Port Trust
Office Name	Willingdon Island
Item Category	Custom Bid for Services - Hiring of one number AC Diesel Hatchback Car commercially registered on or after 01012021 without driver and fuel on 24 hrs x 365 days basis for a period of five years for GAD Cochin Port Trust
Contract Period	5 Year(s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria, Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
ITC available to buyer	Yes
Time allowed for Technical Clarifications during technical evaluation	5 Days
Estimated Bid Value	1275000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
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EMD Percentage(%)	1.00
EMD Amount	12750

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

FA&CAO

Willingdon Island, Cochin Port Trust, Cochin-09, Ministry of Ports, Shipping and Waterways
(Fa And Cao)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1643710782.pdf](#)

Instruction To Bidder:[1643969212.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1643710794.pdf](#)

Scope of Work:[1643710800.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1643710806.pdf](#)

Service Level Agreement (SLA):[1643710811.pdf](#)

Payment Terms:[1643710817.pdf](#)

Penalties:[1643710827.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1643710842.pdf](#)

GEM Availability Report (GAR):[1643710861.pdf](#)

Buyer's Competent Authority Approval:[1643710884.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1643969306.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1643970158.pdf](#)

Custom Bid For Services - Hiring Of One Number AC Diesel Hatchback Car Commercially Registered On Or After 01012021 Without Driver And Fuel On 24 Hrs X 365 Days Basis For A Period Of Five Years For GAD Cochin Port Trust (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of one number AC Diesel Hatchback Car commercially registered on or after 01012021 without driver and fuel on 24 hrs x 365 days basis for a period of five years for GAD Cochin Port Trust
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
18%	NA	No

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	Jijo Thomas	682009,General Administration Department, Cochin Port Trust, Willingdon Island, Cochin - 682009	1	N/A

Buyer Added Bid Specific Terms and Conditions**1. Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Scope of work:

1. The requirement is hiring of one number A/C Diesel Hatchback Car commercially registered on or after 01.01.2021 without driver and fuel on 24 hrs. x 365 days basis for a period of five years for Cochin Port Trust.
2. The contract will be for a period of five years.
3. The date of purchase of vehicle provided should not be earlier than 01.01.2021.
4. The vehicle to be provided by the contractor should be white in colour and should be in perfectly good and sound condition and shall be fitted with A/Cs, Fastag, Sound system and Power steering.
5. The vehicles should be comprehensively insured.
6. The contractor must also ensure that all the necessary documents (Registration Certificate, Permit Insurance papers, PUC certificate etc.) are available with the vehicle while handing over the vehicle to CoPT.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Special terms and conditions

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1. Commencement of service: Service of taxi vehicle under this contract is to be commenced at Cochin Port Trust within 30 days from the date of receipt of LoA. The successful contractor shall submit copies of RC book, Fitness Certificate, Permit, Insurance / Tax document, Pollution under Control Certificate etc. for

the vehicle, along with originals for verification at least seven days prior to the date of commencement of the contract.

2. The vehicle putting into service under the contract shall be offered for inspection of Cochin Port Trust and to confirm the tender requirements at least three days before commencement of service. The condition of the vehicle including the operation of the doors, shutters and windows, condition of seats and protection from rain, condition of head lights, parking lights, horns etc., shall be up to the satisfaction of Cochin Port Trust. In the event Cochin Port Trust points out any deviations / non-compliance of the terms and conditions of contract, it will be the responsibility of the contractor to take immediate remedial measures.
3. The contractor shall comply with all Act or by any regulations or bye-law of any local or other public authority and shall pay and indemnify the Cochin Port Trust if necessary against any fees or charges recovered from them under such Act, regulation or bye-law.
4. Termination of Contract:
 - 4.1. Cochin Port Trust reserves the right to terminate the contract by giving a notice of 45 days, if the contractor fails to supply vehicles within the period specified in the contract or any extension thereof granted by Cochin Port Trust.
 - 4.2. Cochin Port Trust reserves the right to terminate the contract by giving 45 days notice to the contractor, in case of a breach of agreement.
 - 4.3. Cochin Port Trust reserves the right to terminate the contract by giving 45 days notice to the contractor, if the contractor, in the judgment of Cochin Port Trust, has engaged in fraud and corruption, in competing for or in executing the contract.
 - 4.4. Cochin Port Trust reserves the right to terminate the contract without assigning any reason by giving 45 days notice in writing by fax / Registered post to the Contractor.
5. Force Majeure:
 - 5.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.
 - 5.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Party claiming to be affected thereby, (the "Affected Party"), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 5.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
 - 5.4. Cochin Port Trust shall examine the merit of the case and accordingly

time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts. The decision of Cochin Port Trust shall be final and binding in this regard.

5.5. However, should such a delay even if due to reason of Force Majeure be protracted for more than three (3) months, Cochin Port Trust may cancel the contract, subject to the consent of the contractor, at no charge to the CoPT in contractor's favour.

5.6. The contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6. Liquidated Damages:

6.1. Except as provided under Force Majeure Clause and Clause for Extension of date of commencement of contract, if the contractor fails to commence the service of the offered vehicle in all respects within 30 days from the date of issuance of LoA by the Employer as specified in the contract, the contractor shall be liable to pay to the Cochin Port Trust as liquidated damages, a sum equivalent to 0.5% of the total contract value for one year, per week of delay subject to a maximum of 10% of the total contract value for one year.

6.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in commencement of service of the vehicles nor prevent the recovery of the said liquidated damages, unless an extension of date of commencement of contract shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid / recovered as above shall not relieve the Contractor from the obligation to commence the services of the vehicles or from other obligations and liabilities under the contract. In such events as when the Contractor is unable to commence the service of the vehicles for the reasons not attributable to him, he shall apply for grant of extension of date for commencement of contract immediately not later than 48 hours of such occurrence of event and the Cochin Port Trust shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by CoPT.

7. Extension of date of commencement of contract:

7.1. If at any time during performance of the contract, the contractor encounter conditions impeding timely commencement of service of the vehicles, pursuant to Date of Commencement of Contract Clause, the contractor shall promptly notify the employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, CoPT shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

7.2. Except in case of force majeure, a delay by the contractor in commencement of service of vehicles shall render the contractor liable

to the imposition of Liquidated Damages Clause, unless an extension of time is agreed upon, pursuant to this clause.

8. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
9. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the contractor to the Chief Mechanical Engineer for his information.
10. Employees of the Board not individually liable: No official or employee of the Board shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.
11. In case of breakdown of any vehicle during duty, it shall be the responsibility of the firm to provide a substitute vehicle, which is of similar capacity as replacement immediately.
12. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by CoPT in that event and the Security Deposit in the form of Performance Bank Guarantee shall be encashed.
13. The Bank Guarantee can be forfeited by order of the Competent Authority of CoPT in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. During the contract period or even after expiry of the contract to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
14. For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract of the breach thereof, decision of the CoPT shall be final and binding on both parties.

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Financial Advisor And Chief Accounts Officer payable at SBI ,Cochin Port Trust Branch.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Financial Advisor And Chief Accounts Officer Account No. 10601197375 IFSC Code SBIN0006367 Bank Name State Bank Of India Branch address Cochin Port Trust.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---