

COCHIN FISHERIES HARBOUR

SPECIAL LIMITED TENDER FOR THE APPOINTMENT OF FINANCIAL CONSULTANT AT COCHIN FISHERIES HARBOUR FOR A PERIOD OF ONE YEAR

OFFICE OF THE ADMINISTRATOR COCHIN FISHERIES HARBOUR COCHIN 682005

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Tender No. A2/Accts. System/2021/CFH

Price Rs.750/- plus GST @12%

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.

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: 12/01/2022

No.A2/Accounts System/2020-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 are invited by the Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Kochi – 682 009 up to 15.00 hrs. on 02/02/2022. 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. 6,00,000/-

- 1.1 The Tender Document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT from 14.00 hrs. on 13/01//2022 to 15.00 hrs on 02/02/2022 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 www.tenderwizard.com/CPT 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".
- 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/ Bid Security Declaration, proof of experience, financial details, etc. along with e-tenders.
- 1.5 Original DD / Bankers Cheque towards the cost of tender & EMD/ Bid Security Declaration as per Annexure-I, 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

Each tender should be accompanied by an EMD / Bid Security Declaration as per the format at Annexure-I.

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 02/02/2022 and 15.30 hrs on 02/02/2022	Online and physical cover opening at the Chief Mechanical Engineer's office.

- 1.8.2 Tender shall include Cover A containing hard copy of "EMD / BID SECURITY DECALARATION & 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 02/02//2022 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 Port Trust 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 Securities:

Security Deposit (SD) shall be 3% of the Contract value.

- a) **Performance Security** 3% of contract value payable on award of the work.
- b) **Retention Money**: NIL

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 Consultant of the terms and conditions of the Contract.

Performance Security: The Performance Security retained till end of Contract Period shall be 3% of Contract Value or Cost of Work Done, whichever is higher. So, initially 3% of the Contract value shall be furnished as Performance Security.

The Security Deposit/ Performance Security @ 3% of the value of the contract awarded, shall be furnished by the Consultant to the Employer, 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 Commercial Bank.
- ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any Commercial Bank operating in India as per the prescribed proforma.

The Security Deposit/ Performance Security shall be released/ refunded to the consultant after payment of final bill. The BG furnished towards Performance Security shall be valid for a period covering the contract period stipulated as per the terms of the 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 Fisheries Harbour for a period of **Two Years from the date of such suspension order**.

The Performance Security retained till end of payment of final bill shall be 3% of Contract Value or Cost of Work Done, whichever is higher.

- 1.15 The Bidder shall furnish an EMD / Bid Security Declaration as per the format at Annexure-I, thereby accepting that the tenderer will be suspended and shall not be eligible to particiapate in the tenders invited by Cochin Fisheries Harbour for a period of **Two Years from the date of such suspension order**, under the following circumstances.
 - a) If after opening e-tender, he withdraws or modifies his Tender during the period of validity specified in the Bid Documents (including extended validity, if any), or does not accept the correction of the Tender Price pursuant to arithmetical errors.
 - b) If, after the award of work, he fails to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

1.16 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:
- 1.16.1 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.
- 1.16.2 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.
- **1.17** Till signing of agreement the tender together with the acceptance letter shall constitute a binding Contract between the Consultant and Cochin Fisheries Harbour.
- **1.18** Failure to comply with conditions **1.14**, **1.15** and **1.16** above will entail forfeiture of the Earnest Money.
- **1.19** Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- **1.20** The tenderer shall specify the PAN No. allotted to him so that Administrator can ascertain his liability to the Income Tax Department.
- **1.21** The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- 1.22 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.

1.23 Taxes and Duties:

- 1.23.1 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.
- 1.23.2 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.

- 1.23.3 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.
 - **1.24** 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.
 - 1.25 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.
 - **1.26** 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.
 - **1.27** This Tender Notice shall form part of the Contract.

CHIEF MECHANICAL ENGINEER

2. SCOPE OF WORK

To,
The Board of Trustees,
Cochin Port Trust Through
The Chief Mechanical Engineer
Cochin Port Trust, 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 in 'clause 16' of the General 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
b)	Estimated cost	Rs. 6,00,000/-
c)	Earnest Money	Nil
d)	Security Deposit	3% 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 Fisheries Harbour, 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 Fisheries Harbour, for a period of Two years from the date of such Suspension Order.

The Bid Security / EMD Declaration, as required is enclosed, as per which I/We shall be suspended and shall not be eligible to participate in the Bids invited by Cochin Fisheries Harbour, for a period of Two years from the date of such Suspension Order should I/We withdraw the offer or revise or go back upon

	e eligible to participate in the Bids invited by Cochin Fisheries Harbour, for a period of a the date of such Suspension Order.
	Dated theday of
	Signature of the Tenderer
Address	:
Witness	:
Address	:
Occupation	:
	<u>ACCEPTANCE</u>
The ab	ove tender is hereby accepted by me for and on behalf of the Board.
Dated the	day of
Dated	

the terms of the Bid; or fail to commence the work specified in the memorandum or should I/We not furnish the Performance Security specified in the above memorandum, otherwise I/We shall be suspended

Administrator Cochin Fisheries Harbour

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.
- 3.2 The Tenderer shall submit the tender through online mode only.

3.3 SUBMISSION OF TENDERS

The tender shall contain – hard copy of EMD/ Bid Security Declaration Copy of PAN Card, ESI/EPF & GST Registration documents and shall be submitted before **15.00 hrs. on 02/02/2022.**

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 02/02/2022.

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. The tenderer shall fill the percentage above or below the Departmental rate, 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 Trust 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. Finalising 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 finalise 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

Format for Bid Security / Earnest Money Deposit Declaration

(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 Fisheries Harbour, for a period of Two years from the date of such
Suspension Order, under the following circumstances:
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.
If, after the award of work, I / We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.
Signature of the Tenderer with seal

(1)

(2)