



General Administration Department
Cochin - 682009

NOTICE INVITING TENDER

संख्या/No.D5/Memento/2022-S

दिनांक/Dated 09.11.2022.

Tenders are invited by the Secretary, Cochin Port Authority, Willingdon Island, Cochin 682 009 through GeM Portal from eligible contractors/vendor in two cover system for “Supply of Memento (Printed Golden Foil)” as per sample available with the undersigned for a period of 3 years from January,2023 to December,2025. Tenderers, who fulfill the Minimum Qualification Criteria and Terms and Conditions given below may register their tenders through GeM only well in advance on or before the scheduled date of submission.

A. Minimum Qualification Criteria (MQC)

1. The bidder should have carried out Supply of Memento (Printed in Golden Foil) job for the Government/Public Sector undertaking/Large private organizations during the last 7 years ending on 31.12.2021 as follows:-
 - i. One supply job of memento worth Rs.6,53,400/- or
 - ii. Two supply job of memento worth Rs.4,08,375/- or
 - iii. Three supply job of memento worth Rs.3,26,700/-.
2. The Average Annual Financial Turnover of the bidder shall be at least Rs.2,45,025/- during the last three years ending 31.03.2021.
3. The tenderer should have a local production unit an office in Kochi (Kerala)
4. The tenderer should submit the following documents along with the tender to prove the MQC:-
 - i. Copies of Work Order and certificate of satisfactory performance / completion issued by the Client in support of contracts having been executed as proof.
 - ii. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years ending 31.03.2021 and audited financial statements for the above three financial years.

B. Terms and conditions:

1. The scope of work includes “Supply of Memento (Printing in Golden Foil)” as per sample available with the undersigned for a period of 3 years from January, 2023 to December, 2025 from the date of award of the contract. The Supply of Memento will increase / decrease. The sample of Memento are available at the Office of the Secretary, Cochin Port Authority. Contractors are requested to examine the samples, before submitting their tender.
2. Copy of the PAN card and GST Registration Certificate and the bank account details of the tenderer shall be attached with the tender.
3. Security Deposit:
 - 3.1. A sum of Rs.20,500/- is to be remitted as EMD in form of DD from a Scheduled/ Nationalized Bank, drawn in favour of FA & CAO, Cochin Port Authority, payable at Cochin. Exemption in furnishing of EMD would be given to firms registered with NSIC/MSME.
 - 3.2. The successful bidder is required to submit Security Deposit 3% of the quoted rate excluding GST within 7 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms Account Payee Demand Draft/NEFT/IMPS/RTGS from a Commercial Bank in favour of FA&CAO, Cochin Port Authority.
 - 3.3. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
 - 3.4. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.
 - 3.5. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor’s calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the tenderer from participating in the tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension.
4. Execution of Agreement: Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the contractor shall prepare two sets (one original & one duplicate) of the Agreement as per Annexure-A attached, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Authority duly executed on Kerala stamp paper of appropriate value within 21 days from the date of receipt of LoA. Original of the agreement will be retained by the Cochin Port Authority and the duplicate will be returned to the contractor.
5. The price bid format (**Annexure-1**) is given separately for quoting the rates in GeM Portal.
6. **Payment Terms:** The contractor shall submit the bill in duplicate along with the Delivery Note to the General Administration Department, which shall be checked/verified and acknowledged and got signed by the section concerned.

- a) The price quoted should be **exclusive** of all taxes, duties and GST.
 - b) The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
 - c) 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.
 - d) GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Authority, which will be paid to the Contractor by the Port along with the bills, for which the Contractor holds a valid GST Registration number and the GST is being collected. The following are also to be considered while claiming payment towards GST:
 - i) Invoice in specific format should be provided by the Contractor for every payment.
 - ii) GST Registration Number of Cochin Port Authority and the Contractor is to be clearly mentioned with all the bills.
 - iii) The Contractor shall comply all the GST regulations, viz., timely uploading of invoices and issue of debit/credit notes.
 - e) Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Authority will result in the summary rejection of his/their tender.
7. The materials required for supply of memento as per the specification of the sample shall be procured at his own cost by the contractor.
 8. On supply of Mementoes the narrations to be written at each memento will be provided by Cochin Port via email and any mistake crept in the supply will be rejected and contractor is liable to supply fresh piece without additional cost.
 9. The contractor shall deliver the Printed Memento's/items as per the order(s) to the offices of the Cochin Port at his/her own expenses.
 10. The work shall be carried out with due diligence and without any printing errors.
 11. The proof reading of the work should be carried out by the printer and final draft should be got approved from the concerned department/office to avoid errors.
 12. If the contractor fails to supply the Mementoes /printed materials as per specifications and samples indicated in tender, supplied materials will be summarily rejected and the contractor shall have no right to claim Mementoes/printing charges or for the loss incurred by him due to such deviations/rejections.
 13. The contractor shall be able and willing to carry out the entrusted work in all respects in conformity with quantity, specification, time and as per provisions of this agreement. If the contractor fails to carry out the work within the stipulated time or quality mentioned in the order(s) issued by Cochin Port Authority under this contract, Cochin Port Authority will be at liberty to get the printing work done through other printing firms and difference in price, if any, will be deducted from the security deposit towards the loss incurred to the Cochin Port Authority due to such failure on the part of the contractor.
 14. **COMPLIANCE WITH STATUTORY REQUIREMENT:** The contractor shall at all times during the continuance of contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendment and re-enactments and Acts of the State or Central Government. The contract shall indemnify and keep the Board of Authority of Cochin Port indemnified in the case any proceeding are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws,

the Board is called up by any authority to pay or reimburse or required to pay or reimburse any amount, the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the contractor.

15. **TERMINATION OF CONTRACT:** If at any time after the commencement of the work, it is observed that the Contractor is not carrying out the contract/work as per the terms and conditions of the agreement, Cochin Port Authority may terminate the contract by giving 15 days notice. However, either Cochin Port Authority or the Contractor may terminate the contract by issuing 3 months notice to one another.
16. If the contractor fails to perform any other obligation(s) under the contract the Security Deposit will be forfeited.
17. In case of any disputes arise between the parties, Chairman, Cochin Port Authority will be the final authority to decide upon the disputes and the decision of the Chairman will be binding upon both the parties.

Sd/-

SECRETARY

**AGREEMENT FOR “Supply of Memento (Printed Golden Foil)” for a period of 3 years from From January, 2023 till December, 2025” for
Cochin Port Authority.**

THIS AGREEMENT IS MADE on this day of **BETWEEN THE BOARD OF COCHIN PORT AUTHORITY**, a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682009 represented by its *Secretary/Sr. Deputy Secretary/Deputy Secretary Smt..... D/o aged years residing at Village Taluk District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. represented by Shri. aged S/o residing at Village Taluk District (hereinafter referred as “Contractor” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Cochin Port Authority invited tenders for vide Tender Notice Date and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the Tender Document.

AND WHEREAS the rates of tender submitted by the Contractor has been accepted by Cochin Port Authority vide order No dated, issued to the Contractor while accepting their tender.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows.

- (1) The tender/rates submitted by the Contractor is for execution of work(s) of the Board of Cochin Port Authority specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the Annexure I attached hereto and in accordance with all the conditions specified in Tender Notice, Instruction to the Tenderers, General condition of Contract provided in all other respects in accordance with such conditions is accepted.

- (2) It is mutually understood and agreed that, notwithstanding that the rates have been approved, every part of it shall be deemed to be and part shall be read with it or into it.
- (3) The Contractor agreed to abide by and fulfill all the terms and provisions of the said rate contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
- (4) The sum of Rs...../- [Rupeesonly) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port Trust as Security Deposit in respect of this contract in the form of DD. The total amount thus deposited 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 of any of the terms and conditions of the contract by the Contractor, without prejudice to any other rights or remedies if the Contractor fails to carry out in the Work(s) specified in underwritten memorandum, the full amount of security deposit specified in underwritten memorandum of Rs.-/- shall be retained by the Board.
- (5) It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement
 - (a) The Letter of Acceptance
 - (b) Letters exchanged between the Employer and the Bidder upto the issue of Letter of Acceptance as separately listed and annexed here to.

MEMORANDUM

a)	General description of Work	:	Agreement for “Supply of Memento (Printed Golden Foil)” for a period of 3 years from January, 2023 to December, 2025”.
b)	Tendered cost	:	Rs.8,16,750/-
c)	Earnest Money Deposit	:	Rs.20,500/-
d)	Security Deposit	:	As per Tender Document
e)	Time allowed for signing of agreement	:	5 days from receipt of Letter of Acceptance.
f)	Time allowed for furnish of Security Deposit.	:	7 days of receipt of Letter of Acceptance.

g)	Time allowed for the commencement of Work	:	Within 7 days of receipt of Letter of Acceptance.
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IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of the Board of Authority of COCHIN PORT AUTHORITY, the *Secretary/Sr.Deputy Secretary/Deputy Secretary has set his hand and seal and common seal of Board has been hereunto affixed the day and year first written above.

CONTRACTOR

*(Retain only the authority signing the Agreement)

Signed, sealed and delivered

By Shri.....

of M/s.....

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :

1) Signature with address :

2) Signature with address :

Signed, sealed and delivered by the
 * Secretary/Sr.Deputy Secretary/Deputy Secretary,
 Cochin Port Authority on behalf of Board of
 Authority of Port of Cochin.

EMPLOYER

Signed and affixed the common seal of
 Board of Authority of the Port of Cochin
 In the presence of

1)

2)

*(Retain only the authority signing the Agreement)



PRICE BID

Sl. No.	Item & Measurement	Approximate No. of Mementos required	No. of Mementos required approximately	Rate quoted in (Rs) for per piece only excluding GST
1.	12 inch x 10 inch MDF Wood (Brown colour finish) in 15 mm thick with 10 inch x 8 inch Golden foil with multi colour print and thick lamination.	From January, 2023 till December, 2025	350 Nos.	
2	14' inch x 12' inch MDF Wood (Brown colour finish) in 15 mm thick with 12 inch x 10 inch Golden foil with multi colour print and thick lamination.	From January, 2023 till December, 2025	50 Nos	

Name

Signature



COCHIN PORT TRUST



Presented to
Shri. K.V. BHAGAVATH SING
for his 35 years of service to Cochin Port Trust
on the eve of his retirement on 31.07.2021