



कोचिन पत्तन प्राधिकरण
Cochin Port Authority
समुद्री विभाग /Marine Department



COCHIN PORT AUTHORITY
MARINE DEPARTMENT
E- Tender No. MD/MES/TECH/192

Tender Document

“ Fabrication and Supply of Box Coolers and Anodes for GHDNS”

Tender publication date	: 23-06-2023
Down loading of Tender Document	: From 26-06-2023, 1700 hours to 19-07-2023, 14.00 hrs
Last date and time for Submission of Tenders	: 19-07-2023, 15.00 hrs.
Time and date of technical bid opening	: 19-07-2023, after 15.30 hrs.
Opening Of The Price Bid	: Will be informed later
Cost of Tender Document / Processing Fee (Tender fee is inclusive of 18% GST)	: Rs.2,360/- (non refundable)
Estimated Amount put to Tender	: Rs. 16,98,000/-
EMD	: Rs. 33,960/-
E-Tendering portal	: www.Tenderwizard.com/CPT

Office of the Deputy Conservator
Cochin Port Authority,

Cochin – 682 009.
Phone: 91 484 2666417, 2582500,2582521,2582377
Fax: 91 484 2666417
e-mail: dc@cochinport.gov.in
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COCHIN PORT AUTHORITY
MARINE DEPARTMENT

Tender No. MD/MES/TECH/192

Tender for the “Fabrication and Supply of Box Coolers and Anodes for GHDNS”

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समुद्री विभाग /Marine Department



Office of the Deputy Conservator,
Cochin Port Authority,
W/Island, Cochin, 682009, KERALA
Tele: 91-0484-2666417/0484-2582500
website: www.cochinport.gov.in
E- Tender No. MD/MES/TECH/192

dated 23-06-2023.

SECTION – I

1. NOTICE INVITING TENDER

1.1. Electronic Tenders (e-tenders) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], are invited by the Deputy Conservator, Cochin Port Authority, Willingdon Island, Cochin-682 009 from reputed firms meeting the Minimum Eligibility Criteria specified below for “ **Fabrication and Supply of Box Coolers and Anodes for GHDNS**”

1.2. Minimum Eligibility Criteria (MEC): Tenderer must fulfill the following Minimum Eligibility Criteria to prove the techno-commercial competence and submit the documents in support thereof:

- (i) **Average Annual financial turnover** of the tenderer during the last three Financial Years, ending 31st March 2022 (ie. 2019-20, 2020-21 and 2021-22) should be atleast Rs.5,09,400/-.
- (ii) **Experience:** The tenderer should have successfully completed similar works during the last seven years ending **31.05.2023**, should be either of the following:
 - a) Three similar completed works each costing not less than Rs.6,79,200/- OR
 - b) Two similar completed works each costing not less than Rs.8,49,000/- OR
 - c) One similar completed work costing not less than Rs.13,58,400/-.

Note: 1.Completion Cost of works considered for qualification of MEC shall be excluding GST.

2. In order to evaluate the tender, the value of executed works shall be brought to the current costing level by enhancing the actual value of the work upon completion, by using the following enhancement factors.

Table 1.1

Works executed Year before	Multiplying factor
One year [May, 2022]	1.07
Two years [May, 2021]	1.14
Three years [May, 2020]	1.21
Four years [May, 2019]	1.28

Five years [May, 2018]	1.35
Six years [May, 2017]	1.42

Definition of Similar Works :

Fabrication or Repair of Heat Exchangers/Metal Fabrication work/Welding Work/Reconditioning work/Repair Work - in Floating Crafts/Shipyards/Ports/Oil Refineries/Petrochemical Industries/ Process Industries/ Power Plants/ Other Industries.

List of documents to be furnished along with the tender to prove the Minimum Eligibility Criteria:-

- (i) A statement duly certified by the Chartered Accountant (his Registration Number should be shown) showing the Annual Financial Turnover during the last three financial years ending 31-03-2022 (viz. 2019-20, 2020-21 and 2021-22) should be furnished as per Annexure-4 along with copies of the audited Annual Balance sheet including Profit & Loss Account Statements for the above period.
- (ii) Notarized copies of Work Orders and Satisfactory Completion Certificate issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Annexure-3. The experience certificate of Works executed in private sectors / organizations shall be considered for qualification, only on submission of Form 26AS as per TRACES Site along with Work order and completion certificate.

1.3. Other Eligibility Considerations

- 1.3.1. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; and/or
 - ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, barred by the Central / State Government or organizations under them, from participating in any project or financial failures etc.
- 1.3.2. The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
- 1.3.3. The Bidder should not have been blacklisted /debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts. etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years. (Self-declaration to be submitted by the bidder along with their bid as per Annexure -8).
- 1.3.4. The Bidders should have EPF and ESI registration

1.4. Pertinent information to the tender is given in the following Tables:

(i) Schedule of different activities till submission of the bids:

Table 1.2

Sl. No.	Particulars	Date and Time
1	Tender e-publication date	23-06-2023
2	Download period of Bid Documents	26-06-2023 to 19-07-2023 up to 14:00 hrs.
3	Pre-Bid meeting	04-07-2023 at 11.00 hrs. (Through VC) Google Meet joining info Video call link: https://meet.google.com/wwg-dsvy-gxm
4	Last date for seeking clarifications	Up to 17:00 hrs. on 03-07-2023
5	Last date and time of submission of Bid	19-07-2023 up to 15.00 hrs.
6	Date and time of opening the Technical Bid	19-07-2023 after 15.30 hrs.
7	Date and time of opening of Financial Bids of technically qualified bidders	Will be announced after completion of technical evaluation and pre-qualification of bids.

(ii) General Information:

Table 1.3

Sl. No.	Item	Details
1	Name of the work to be carried out	“ Fabrication and Supply of Box Coolers and Anodes for GHDNS”
2	Employer	Cochin Port Authority
3	Employer’s Representative	Deputy Conservator
4	Executing Authority	Deputy Conservator, Cochin Port Authority

1.5. Bid information :

Table 1.4

i)	Estimated Amount put to Tender	Rs. 16,98,000/- (Rupees Sixteen Lakhs Ninety-eight Thousand only) excluding GST
ii)	Earnest Money Deposit	Rs.33,960/- (Rupees Thirty three Thousand Nine Hundred and Sixty only) Banker’s Cheque or Demand Draft issued by Nationalized/ Scheduled banks, en-cashable at Cochin, drawn in favour of F.A. & C.A.O, Cochin Port Authority or Online payment through RTGS to the below mentioned bank account of Cochin Port Authority. <u>BANK DETAILS:-</u> Name of the Bank: State Bank of India Name of the Branch: Cochin Port Authority Branch

		Beneficiary : Cochin Port Authority Account No.: 10601197375 IFSC Code:SBIN0006367
iii)	Cost of Bid document	Rs.2,360/-(2000+18%GST) (Non- refundable) furnished either through Demand Draft /Pay order/ Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi, from any Commercial Bank in India or payment online, being the cost of single copy of the tender document.
iv)	Validity period of Tender	90 days from the Last Date for Receipt of Tenders.
v)	Completion Period of Contract	75 days from the date of receipt of LoA/Work Order
vi)	Name , Designation, Address and other details (For Submission of Bid in response to NIT)	Capt. Joseph J Alapat Deputy Conservator Cochin Port Authority, Willingdon Island, Kochi, 682009, Kerala. Email: dc@cochinport.gov.in

- 1.6.** Bid Document can be downloaded from the e-Tendering portal www.tenderwizard.com/COPA on the dates specified above by making online requisition. Bid Document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement Portal (CPP Portal) www.eprocure.gov.in/cppp , which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of FA & CAO, CoPA, along with the submission of Bid. Bidders are also permitted to pay the cost of Bid Document by online mode (NEFT/RTGS). Bank Account details of Cochin Port Authority is furnished in the below Table. The Bidders shall upload the proof of payment made towards cost of Bid Document along with the Bid Document while submitting the Bid electronically in the e-Tendering Portal.
- 1.7.** In case of online payment of Cost of Tender Document / EMD, UTR number of the transaction should be communicated to the Deputy Conservator's e-mail of Cochin Port Authority as mentioned in Table 1.4 above, well in advance before opening of e-tender. Cochin Port Authority will verify the receipt of Cost of Tender Document /EMD as referred in UTR number in the Bank Account Number mentioned below. If cost of tender document/EMD has not been reflected in the Bank Account of Cochin Port Authority, the bid will be rejected. Bank Details of Cochin Port Authority are given below:

Table 1.5

Name of Bank	State Bank of India
Name of Branch	Cochin Port Authority
IFSC Code	SBIN0006367
Account No	10601197375
Account Holder's Name	Cochin Port Authority

- 1.8.** The bidders need to obtain the one time User ID & password for log-in to e-Tendering system from the service provider M/s. KEONICS by paying the registration amount of Rs. 1180/- by online payment using Credit/Debit Card/Net Banking or DD in favour of "KSEDCL, Bangalore".

- 1.9.** The intending bidder must have valid Class II or Class III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No. 080-49352000 / 9605557738.
- 1.10.** The bidder is responsible to download the Tender Document, all Addenda / Amendments / Errata / Replies to the queries of bidders etc., if any, issued by CoPA, from the e-Tendering Portal / Cochin Port Website / CPP Portal before submission of the bid. Any shortfall in submission of the said Tender Document/Addenda / Amendments / Errata / Replies to the queries of the tenderer etc. duly signed along with the downloaded documents while uploading the bid, will render the Bid incomplete and incomplete Bid documents may be rejected.
- 1.11.** All bids shall be submitted online only, on the website www.tenderwizard.com/COPA, strictly in accordance with the Instructions to Tenderers and Terms and Conditions given in the tender document. No bids shall be accepted off-line (Hard copy).
- 1.12.** Cochin Port Authority will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's 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 Authority shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures.
- 1.13.** The Bidder shall submit Originals of: (i) DD /Pay Order/ Banker's Cheque towards the Cost of Bid Document; (ii) EMD (iii) Power of Attorney in favour of signatory(s) to the Bid; iv) Notarised copy of partnership deed, if applicable (v) Copy of documentary proof of MSME/NSIC registration (if applicable) along with letter of submission in a sealed cover superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name and address of the tenderer, to the Deputy Conservator, Cochin Port Authority, W/Island, Cochin – 682009, KERALA, on or before the last date and time of submission of bids. Non submission of original financial instrument towards cost of Bid Document, EMD, Power of Attorney as stated above before opening date and time of the Bid, will make the tender liable for rejection.
- 1.14.** The Contractor's Scope of Work is **“Fabrication and Supply of Box Coolers and Anodes for GHDNS”**. Fabrication and supply of two numbers main engine box coolers and two numbers Auxiliary engine Box coolers and supply of 12 numbers Zinc anodes (including materials) as per specification, material description, drawing and samples to Cochin Port's Dredger, 'GHD Nehru Shatabdi'.
- 1.15.** Works detailed in the Price Schedule (BOQ) comprises of various works connected with the Fabrication & welding of new Box coolers & Zinc anodes including cost of materials and to and fro transportation of old coolers as sample and supply of Four numbers newly fabricated and pressure tested box coolers and 12 numbers Zinc anodes to CoPA premises at contractors expense and risk. Crane/ Fork lift for loading/ unloading of old and new coolers in CoPA premises only shall be arranged by CoPA on Port account.
- 1.16.** The details given in the Scope of Work, Drawing, and Special Conditions of Contract etc are indicative and the Bidders have to assess the exact work requirement through their own means and sources and accordingly, costing shall be done for the work. It is made clear that the above said statement regarding indicative details of works to be executed does not attract any liability

on the Port and the Port cannot be held responsible with any liability on the strength of the said statement.

- 1.17.** It is mandatory that the bidders should inspect the Sample Box Coolers available at COPA and acquaint himself on all the Technical Parameters including various measurements of the Box Coolers to be fabricated, prior to preparation and submission of his bid. The bidders are requested to obtain the prior confirmation of Cochin Port Officials (Sri. Thomas Mathew, MES, Mobile No. 9447290256, email- mes@cochinport.gov.in, Sri Peter Thomas, CE, GHDNS Mob. 9995043407 to facilitate inspection of Sample Box Coolers. Cochin Port will not be responsible for any cost or expenses incurred by the Tenderer in connection with the preparation or delivery of the tenders including cost and expenses related to visits to the sites.
- 1.18.** Exemption from the payment of Cost of Tender document and EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the NSIC or the concerned Ministry or Department as provided in GFR 2017. They are required to submit documentary proof of such registration along with the original documents as specified in Clause 1.13 above, for claiming the available exemptions and a scanned copy of Exemption Certificate shall be uploaded in the e – Tender Portal.
- 1.19.** The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid.
- 1.20.** The undersigned reserves the right to reject/cancel/postpone/amend/ annul any one or all Bids at any stage of the Bidding, which shall be binding on all Bidders without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 1.21.** This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.

Sd/-
DEPUTY CONSERVATOR
Cochin Port Authority
Willingdon Island,
Cochin-682009, Kerala
Email:dc@cochinport.gov.in
www.cochinport.gov.in

2. INSTRUCTIONS TO TENDERER

1. Introduction

- 1.1. Sealed tenders in two-cover system are invited from eligible tenderers for “Fabrication and Supply of Box Coolers and Anodes for GHDNS” as per the Scope of Work and Technical Specification given in Section IV of this tender document.

2. General Instructions

- 2.1. The Contract is to be executed as described in the Bid document and in particular in the Scope of Work and Technical Specification, General Conditions of Contract, Special Conditions of Contract, Bill of Quantities etc.
- 2.2. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, etc. supplied herewith. It will be deemed that prior to the submission of tender, the tenderer has to visit CoPA for inspection of old coolers and has satisfied himself as to the nature of work, general conditions, working conditions etc. and that the tenderer has estimated his cost accordingly and the Port Authority will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the CoPA for inspection of old coolers will in no way relieve the successful Bidder of any of the obligations in performing the Work in accordance with this Bid Document including addenda/corrigenda, within the quoted price.
- 2.3. A bidder shall be deemed to have full knowledge of all documents, working conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the Notice and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.4. The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer’s offices for making such enquiries till finalization of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 2.5. Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer’s decision in this regard shall be final and binding on the bidder.
- 2.6. The EMPLOYER will not be liable for any financial obligation in connection with the work tendered until such time the EMPLOYER has communicated to the successful bidder in writing its decision to entrust the Contract (covered by the bid document issued to him).
- 2.7. Telex / E-mail offers will not be considered. Bidders should prepare their bid themselves and submit it **online**. Bids submitted by agents will not be recognized.
- 2.8. Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.9. In case of an unscheduled holiday to CoPA on the prescribed closing / opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing / opening of the bid.
- 2.10. While evaluating the bids received, regard would be paid to National Defense and Security Considerations, at the discretion of the Cochin Port. Bid received from any bidder may be summarily rejected on National Security Consideration without any intimation thereof to the bidder.
- 2.11. If there are varying or conflicting provisions made in any document forming part of the contract, the Deputy Conservator, Cochin Port Authority, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder.

- 2.12. Any error in description, any omissions there from shall not vitiate the contract or release the Contractors from the execution of whole Work or any part of the Works comprised therein, according to the Scope of work, Specifications or from any of his obligations under the contract.
- 2.13. The Contractor shall comply with all the provisions of the Indian Employees Compensations Act, Provident Fund Regulations, Employees Provident Fund Act, ESI Act, the Minimum wages Act and other applicable labor laws 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.
- 2.14. The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 2.15. Exemption from the payment of Cost of Tender document and EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the NSIC or the concerned Ministry or Department as provided in GFR 2017. They are required to submit documentary proof of such registration along with the original documents as specified in Clause 1.13 above , for claiming the available exemptions and ascanned copy of Exemption Certificate shall be uploaded in the e-Tender Portal. The MSEs are exempted from the payment of Cost of Tender document and EMD.
- 2.16. In the Letter of Submission, the Bidder shall compulsorily indicate two nos. of current active email addresses to which further Bid related communication can be sent by CoPA. All communication from CoPA shall be deemed to have been delivered when the email is sent to the specified email addresses, ie, the date of sending email by CoPA shall be considered as the date of receipt by the Bidder. CoPA shall, in no way, be responsible for the non-receipt of any such communication by the Bidder due to whatever reasons on this account.
- 2.17. In all matters arising out of the provisions of this tender/contract, the laws of the Union of India shall be the governing laws and courts in Ernakulum, Kerala State shall have exclusive jurisdiction.

3. Invitation for Bids:

- 3.1. The Invitation for Bids is open to all eligible bidders meeting the Minimum Eligibility Criteria.

4. Downloading of Tender Documents:

- 4.1. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPA on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website www.cochinport.gov.in or Central Public Procurement (CPP) Portal. Demand Draft /Pay Order/ Banker's Cheque for cost of tender document drawn in favour of the Financial Adviser & Chief Accounts Officer (FA &CAO), CoPA from any Commercial Bank having its branch at Kochi shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender. In case if the payment in this regard is made on-line, proof of same shall be furnished to the Deputy Conservator by email prior to the opening of Technical Bids.
- 4.2. In case of tender document being downloaded from the website, at the time of uploading, the tenderer shall give an undertaking that no changes have been made in the document. The Port's Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail. For the discrepancies found at any time, the tenderer shall be liable for legal action.

5. **One Bid per Bidder:** Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

6. **The Bidder:** The Bidder shall be a single entity only.
7. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.
8. **Visiting the CoPA :** The Bidder, at the Bidder's own responsibility and risk is encouraged to visit CoPA and inspection of old coolers to obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Work. The costs of visiting CoPA shall be borne by the Bidder. For the above purpose, the tenderer may contact Sri. Thomas Mathew, MES, CoPA 0484- 2582502, Mob: 9447290256, email: mes@cochinport.gov.in

9. **Clarification of the Bidding Documents:**

- 9.1. The tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Deputy Conservator in writing at the following address, so as to reach them at least by **03-07-2023 at 17:00 hrs. It is to be noted that no queries, clarifications will be answered after this date.**

Address: Deputy Conservator, Cochin Port Authority, Willingdon Island, Cochin,
682009, Kerala, India.

Phone: 91-0484-2666417 / 2582500/ 2582511/2582521

Fax: 91-0484-2666417

Email: dc@cochinport.gov.in; sajeev.va@cochinport.gov.in.

10. **Pre-Bid Meeting:**

A prospective tenderer requiring any clarification of the tender shall submit their queries in writing / e-mail in advance before 17.00 hrs. on 03-07-2023. The Pre-Bid meeting will be held through Video Conference at 11.00 hrs. on 04-07-2023. The link for attending the meeting through Video Conference is as follows:

Google Meet joining info Video call link <https://meet.google.com/wwg-dsvy-gxm>

11. **Amendment of Bidding Documents:**

- 11.1. The Deputy Conservator, Cochin Port Authority shall have the right to omit or suspend certain items of Work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda/corrigenda. Any addendum / corrigendum thus issued shall be part of the Tender Document. The addendum/corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such addenda/ corrigenda hosted in the website and submits the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the web site.

12. **Preparation of bids:**

- 12.1. All documents relating to the bid shall be in the English language.

13. **Minimum Eligibility Criteria (MEC):** Tenderer must fulfill the following Minimum Eligibility Criteria to prove the techno-commercial competence and submit the documents in support thereof:

- (i) **Average Annual financial turnover** of the tenderer during the last three Financial Years, ending 31st March 2022 (ie. 2019-20, 2020-21 and 2021-22) should be atleast Rs.5,09,400/-.
- (ii) **Experience:** The tenderer should have successfully completed similar works during the last seven years ending **31.05.2023**, should be either of the following:

- a) Three similar completed works each costing not less than Rs.6,79,200/- OR
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2.In order to evaluate the tender, the value of executed works shall be brought to the current costing level by enhancing the actual value of the work upon completion, by using the following enhancement factors.

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Definition of Similar Works :

Fabrication or Repair of Heat Exchangers/Metal Fabrication work/Welding Work/Reconditioning work/Repair Work - in Floating Crafts/Shipyards/Ports/Oil Refineries/Petrochemical Industries/ Process Industries/ Power Plants/ Other Industries.

List of documents to be furnished along with the tender to prove the Minimum Eligibility Criteria:-

- (iii) A statement duly certified by the Chartered Accountant (his Registration Number should be shown) showing the Annual Financial Turnover during the last three financial years ending 31-03-2022 (viz. 2019-20, 2020-21 and 2021-22) should be furnished as per Annexure-4 along with copies of the audited Annual Balance sheet including Profit & Loss Account Statements for the above period.
- (iv) Notarized copies of Work Orders and Satisfactory Completion Certificate issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Annexure-3. The experience certificate of Works executed in private sectors / organizations shall be considered for qualification, only on submission of Form 26AS as per TRACES Site along with Work order and completion certificate.

14. Other Eligibility Considerations

14.1. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; and/or
- ii) Record of poor performance such as abandoning the works, not properly completing

the contract, inordinate delays in completion, litigation history, barred by the Central / State Government or organizations under them, from participating in any project or financial failures etc.

- 14.2. The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
- 14.3. The Bidder should not have been blacklisted /debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts. etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years. (Self-declaration to be submitted by the bidder along with their bid).
- 14.4. The bidders having EPF and ESI registration only shall be considered for qualification in the Bids, if applicable, as per EPF/ESI Acts. In case the bidder does not have the required number of employees which makes such registration mandatory, an under taking to this effect shall be furnished.
- 15. Bid Price:**
- 15.1. The Price Schedule (BOQ) consists of single line item. The bidders shall quote their rate for the above single line item, excluding GST. **The price comparison and evaluation of tenders will be done on the grand total amount quoted in the price schedule excluding GST.**
- 15.2. The Contractor's Scope of Work is "**Fabrication and Supply of Box Coolers and Anodes for GHDNS**". Fabrication and supply of two numbers main engine box coolers and two numbers Auxiliary engine Box coolers and supply of 12numbers Zinc anodes (including materials)as per specification, material description, drawing and samples to Cochin Por's Dredger, 'GHD Nehru Shatabdi'.
- 15.3. Works detailed in the price schedule (BOQ) comprises of various works connected with the Fabrication & welding of new Box coolers& Zinc anodes including cost of materials and to and fro transportation of old coolers as sample and supply of Four numbers newly fabricated and pressure tested box coolers and 12 numbers Zinc anodes to CoPA premises at contractors expense and risk.
- 15.4. Crane/Fork lift for loading/ unloading of old and new coolers in CoPA premises only shall be arranged by CoPA on Port account.
- 15.5. The Rate shall be quoted by filling the prescribed format of price schedule (BOQ) **on- line only**. The rate quoted should be firm without any price variation clauses.

16. Bid Validity:

- 16.1. Bids shall remain valid for a period of not less than ninety days (90) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) the bid submitted would be rejected and such bidders will be suspended from participating in the future tenders invited by Cochin Port Authority for a period of two years from the date of such Suspension Orders.
- 16.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidder to extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (i.e, the extension shall be unconditional).

17. Bid Security / EMD:

- 17.1. The tender shall be accompanied by Earnest Money Deposit amounting to the applicable value of EMD indicated in Table 1.4.in the NIT. The tender not accompanied with EMD will be treated as non responsive and will be rejected. The Earnest Money Deposit shall be submitted in the form of demand draft/banker's cheque drawn in favour of FA &CAO, Cochin Port Authority, Cochin from any Scheduled Bank or Nationalized Bank, having its branch in Cochin. The original DD/Banker's Cheque shall be submitted to the Deputy Conservator, Cochin Port Authority, Willingdon Island, Cochin –682 009 **up to 15:00 hrs. on 19-07-2023**. The Earnest

Money Deposit will not carry any interest. Scanned copy of the DD/ Banker's Cheque shall be attached with the tender submitted "on line". In addition to the Demand Draft/Banker's Cheque, online payment through RTGS to the following Account of Cochin Port Authority is also acceptable

BANK DETAILS:-

Name of the Bank: State Bank of India

Name of the Branch: Cochin Port Authority Branch

Beneficiary : Cochin Port Authority

Account No.: **10601197375**

IFSC Code:SBIN0006367

- 17.2. The EMD shall be forfeited under following circumstances:
- a. In the event of the Tenderer withdrawing/modifying his tender before the expiry of tender validity of 90 days from the date of submission and opening.
 - b. Failing to enter into an agreement with Cochin Port Authority or failing to furnish performance guarantee upon award of contract as required in the tender within the stipulated time or within such extended time granted by Cochin Port Authority. In such cases the tender shall be liable to be cancelled and EMD shall be forfeited.
- 17.3. The Earnest Money Deposit of unsuccessful Tenderer shall be returned after award of contract to the successful Tenderer. The EMD of successful Tenderer will be refunded on submission of security deposit and executing the agreement as per tender clause.
- 17.4. Exemption from the payment of Cost of Tender document and EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the NSIC or the concerned Ministry or Department as provided in GFR 2017. They are required to submit documentary proof of such registration along with the original documents as specified in Clause 1.13 of NIT, for claiming the available exemptions and a scanned copy of Exemption Certificate shall be uploaded in the e -Tender Portal.
- 17.5. Cochin Port Authority reserves its right to suspend the bidders from participating in the future tenders invited by Cochin Port Authority for a period of two years from the date of such Suspension Orders, under the following circumstances:
- (i) If after the opening of Tender, if the bidder withdraw or modify his 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.
 - (ii) After the award of work, if the bidder fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document.
- 18. No Alternative Proposals by Bidders:**
- 18.1. Bidders shall submit offers that comply with the requirements of the Tender documents. Alternatives will not be considered.
- 19. Format and Signing of Bid:**
- 19.1. Tenderer shall prepare one set of his Tender, duly completed and signed, along with other documents mentioned hereinafter. Form of Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.
- 19.2. If the tenderer is an individual it shall be signed by the individual and his full name and address shall be given. A self-declaration to the effect that the bidder is the sole owner of the

bidding firm shall be furnished. In the event of the tender being submitted by a registered partnership firm, it must be accompanied by a Notarised copy of Registered Partnership Deed. The tender in such case shall be signed by a person holding a proper Power-of-Attorney authorizing him to do so and to bind all the partners in all matters pertaining to the contract including the arbitration clause. Such power-of-attorney shall be duly executed on a stamp paper of appropriate value, in the name of Bidder's authorised representative to act on behalf of the Bidder, duly signed by all partners and authenticated by a notary public or equivalent certifying authority 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. In such cases, Power of Attorney duly executed in stamp paper of appropriate value, in the name of Bidder's authorised representative to act on behalf of the Bidder, duly authenticated by a notary public or equivalent certifying authority shall be furnished along with the tender. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association, copy of Board's Resolution showing the authority to sign the tenders by the signatory and notarized copy of the Incorporation Certificate of the Company.

20. Bid Submission:

- 20.1. Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid (BOQ) through e-tender mode** before the last date and time of submission of bid.
- 20.2. For online submission of Technical **Bid**, the scanned copies of the documents as detailed in clause 22.1 below need to be submitted through e-Tendering mode on www.tenderwizard.com/COPA.
- 20.3. Price Bid (BOQ) in provided format shall be submitted only through e-tendering mode on www.tenderwizard.com/COPA. **In no case shall filled in Price Bid (BOQ) be submitted in hard copy, as it shall result in rejection of the tender.**
- 20.4. Tenders shall be submitted “**online**” strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Tender Document. The Bidders should submit scanned copy of all the required documents such as DD / Pay Order / Banker's Cheque towards the cost of tender and EMD ; proof of experience, financial details etc. through the e-tendering portal.
- 20.5. **The Bidder shall submit the originals of (i) DD/ Pay Order/ Bankers Cheque towards the cost of Tender Document (ii) DD/ Pay Order/ Bankers Cheque towards EMD (iii) Power of Attorney, if applicable, iv) Notarised copy of partnership deed, if applicable (v)Documentary proof of MSME/NSIC registration (if applicable) along with letter of submission in a sealed cover duly mentioning the Tender No. & Name of Work, due date of opening of Bid and Name of the Bidder to the Deputy Conservator, Cochin Port Authority, W/Island, Cochin – 682009, KERALA so as reach on or before the last date and time fixed for submission in the tender.**
- 20.6. Non submission of the original financial instrument towards cost of Tender Document, EMD within the above period leads to disqualification of Bids.
- 20.7. The successful Bidder shall submit original of complete Technical Bid already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the Work.

21. Information Required in the Bid

21.1. **Part I -Technical Bid** shall contain the following:

- a) Cost of Tender Document
- b) Earnest Money Deposit
- c) Letter of Submission (vide *Annexure- 1*)
- d) Power of Attorney (in original) in favour of signatory/s to the Tender, duly

- authenticated by Notary Public. (vide *Annexure -2*)
- e) Check list as per **Schedule I**
 - f) Organization Details (vide *Annexure-6*)
 - g) Concurrent Commitments (**vide Annexure-7**).
 - h) Details of past experience as per *Annexure-3* and Work Orders and Completion Certificates in proof of experience in Similar Works as detailed under clause 13 of Instruction to Bidders.

Explanatory Notes:

- (1) Original or notary certified copy of completion certificates of each Work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts along with notarized copy of connected Work order shall be attached. The completion Certificate shall invariably contain the following among other things.
 - (i) Brief details of Work involved
 - (ii) Completion cost of the Work
 - (iii) Date of commencement
 - (iv) Actual and Scheduled Date of completion of the Work.
- (2) **The Works indicated in Annexure- 3 will only be considered for evaluation.** Mere submission of Work Completion Certificate will not be considered as Eligible Assignments.
- (3) As regards the tenders submitted by the bidding firms under Central/ State Government and PSUs, authentication of Power of Attorney in favour of signatory/s to the tender, by Notary Public is exempted.
 - i) A statement duly certified by Chartered Accountant showing Average Financial turnover of the Bidder over the last three financial years ending 31st March, 2022 (2019-20, 2020-21 and 2021-22) (vide *Annexure-4*) supported by Audited Financial statements for the above three financial years.
 - j) Form of Bid duly signed and sealed
 - k) Bid document including all addenda/corrigenda
 - l) Notarised copy of Registered Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the Company as the case may be. If tenderer is a proprietorship firm, a declaration to this effect shall be furnished in their letter head.
 - m) Copies of GST, PAN, EPF and ESI registration
 - n) Documentary proof for MSME registration, if applicable
 - o) A declaration to the effect that (vide *Annexure –8 in the letter head of Tenderer*):-
 - 1. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
 - 2. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
 - 3. We disclose with that we have * made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
 - 4. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
 - 5. We do hereby confirm that we have not been blacklisted or debarred by any

Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid.

6 We do hereby confirm our acceptance that :-

- (i) All risks of loss of or damage to the physical property and or personal injury and death, which may arise during and in consequence of the performance of the contract are the responsibility of the contractor.
- (ii) The Contractor is wholly responsible to make good all the losses/damages that may be suffered by the Employer due to occurrence of any untoward incident (s), whatsoever it may be, at any stage during the execution the Contract, at the cost and risk of the Contractor.

- p) Details of litigation history, blacklisting etc. of the Bidder, if any
- q) Contract Data as per Annexure -10
- r) Bank information for e- Payment system as per Annexure- 11.

21.2. **Part-II: Price Bid"** (Bill of Quantities) shall be duly filled in and fully priced, which shall be submitted only **in e-tendering mode.**

22. **List of Documents to be submitted:**

22.1. **List of Documents to be uploaded for online submission of Technical Bid :**

- (i) Scanned copy of financial instruments towards cost of Tender Document/ evidence of payment of Cost of Tender Document online or scanned copy of Exemption Certificate, as the case may be.
- (ii) Letter of Submission, as per format at **Annexure-1.**
- (iii) Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public, as per format at **Annexure-2.**
- (iv) Scanned copy of financial instruments towards EMD or scanned notarized copy of Exemption Certificate, as the case may be.
- (v) Scanned copies of *Annexures- 3to4 &6 to11*, duly filled and signed
- (vi) Scanned copy of Form of Bid duly filled, signed and sealed as per Annexure-9
- (vii) Scanned copy of Notarised Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the Company as the case may be. If tenderer is a proprietorship firm, a declaration to this effect shall be furnished in their letter head.
- (viii) Scanned notarized copies of Work Orders and completion certificates of similar Works
- (ix) Scanned copies of Audited Financial statements for the last three years ending 31-03-2022.
- (x) Technical Bid document including all addenda/corrigenda and General Conditions of Contract with Amendments in PDF format **except Section V**, Bill of Quantities (Price Schedules).
- (xi) Copies of PAN, GST, EPF and ESI registration

22.2. **List of documents to be submitted in original.**

- (i) DD / Pay Order/ Bankers Cheque towards Cost of Tender Document.
- (ii) DD / Pay Order/ Bankers Cheque towards EMD.
- (iii) Letter of Submission (vide **Annexure-1**)
- (iv) Power of Attorney, duly authenticated by Notary Public (vide **Annexure-2**)
- (v) Notarised copy of partnership deed, if applicable.
- (vi) Copy of documentary proof of MSME/NSIC registration (if applicable)

The Bidder shall submit original documents in a sealed cover, superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name and address of the tenderer, either in person or sent by registered post / courier to the Deputy Conservator, Cochin Port Authority, Willingdon Island, Cochin, 682009, KERALA, so as to reach on or before the last date and time of submission of bids. Original Documents brought in person, shall put the same in the respective Tender Box placed at the Front Office (Ground Floor) of the New Administrative Building of Cochin Port Authority, Willingdon Island on or before the due date and closing time specified above. Non submission of the original instrument towards cost of tender document, EMD before the opening date and time will make the tender liable for rejection.

- 22.2. **Part II: Financial Bid:** Tenderers shall submit the BOQ/ Price Schedule in the online portal www.tenderwizard.com/COPA only. Otherwise, the tender will be rejected.
- 22.3. Tenders shall be submitted online strictly in accordance with the Instructions to Tenderers and Terms and Conditions given in the tender document. The bidders should submit scanned copy of all the documents including instruments towards the cost of tender; proof of experience, financial details etc. through the e-tendering portal.
23. **Deadline for Submission of the Bids:**
- 23.1. E-tenders attaching all documents shall be submitted ‘on-line’ in the e-tender portal strictly in accordance with the terms and conditions of the tender document before the time and the date notified in Table 1.2 of NIT.
24. **Late Bids:** Any Bid received by the Employer after the Bid due date will be returned unopened to the Bidder.
25. **Bid Opening – Technical Bid:**
- 25.1. **Technical Bid:** Original Documents as mentioned at Clause 20.5. above shall be opened in the office of the **Deputy Conservator, Cochin Port Authority after 15.30 Hours** on the last date fixed for receiving the Tenders. Submission of Cost of Tender document and EMD will be verified initially. In case the above documents are not deposited or are not in order, the Bid will not be opened further and hard copy submitted will be returned.
- 25.2. Technical Bid shall be opened in the online Portal, www.tenderwizard.com/COPA on the date and time fixed for tender opening.
26. **Bid Opening – Financial Bid:**
- 26.1. Financial Bid of those tenderers who are found qualified after evaluation of Technical Bids will be opened “on-line”. Date and time of opening of Price Bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging into the e-tender Portal, www.tenderwizard.com/COPA on the date and time intimated for opening of Price Bid.
27. **Clarification of Bids:**
To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- No Bidder shall contact the Employer on any matter relating to his Bid from the time of the Bid opening to the time the contract is awarded.
- Any effort by the Bidder to influence the Employer’s Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.
28. **Examination of Bids and Determination of Responsiveness:**
- 28.1. Prior to detailed evaluation of Bids, Cochin Port will determine whether each Bid
- (a) Meets the Minimum Eligibility Criteria defined in Clause 13.
 - (b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia

include a provision to bind the Bidder to settlement of disputes clause.

- (c) Is accompanied by the required Tender Document fee and EMD
- (d) Is responsive to the requirements of the Bidding documents.

A responsive bid is one which conforms to all the terms, conditions and specification of the bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works;

- (i) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- (ii) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- (iii) undertakes in the Technical Bid that he has not incorporated any conditions in the Price Bid

28.2. If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

29. Evaluation of price Bid :

- a. Only those tenders, as determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Cochin Port's decision on this shall be final, conclusive and binding. A tender that is seriously unbalanced in relation to the cost estimate of Cochin Port, may be rejected as non-responsive.
- b. **Price bids shall be evaluated based on the Grand total cost quoted by the bidder in the price schedule (BOQ).**
- c. The offered lump sum Price in Price schedule (BOQ) shall be filled by the bidder in figures only. The grand total amount in figure and words will appear automatically. The Bidders should ensure that his offered rate as per the Financial Bid is not mentioned anywhere in any other documents in Technical Bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.
- d. In order to determine the lowest evaluated bid, Cochin Port will consider the **grand total amount of price schedule.**

30. Alteration of tender documents:

30.1. No alteration shall be made in any of the Tender Documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the Tender Document. The Employer may however ask any Bidder for clarifications of his tender if required. Nevertheless, no Bidder will be permitted to alter his tender price after opening of the tender.

31. **Alternative Conditions and Proposals:** The Bidder shall note that alternative proposal for whole or part of the Work will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price Bid of such Bidder's will not be opened.

32. Award of Contract:

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be:

- (i) Eligible in accordance with the provisions of Clause 13, and
- (ii) Qualified in accordance with the provisions of Clause 13.

33. **Completion/Delivery Period of contract:** One Main Engine cooler (Large size) fabricated, tested and inspected as per this tender and all the 12 Nos. Zinc anodes shall be supplied within 60 days from the date of receipt of LOA/work order and the balance Three numbers (One Main Engine and Two auxiliary engine coolers) fabricated, tested and inspected box coolers shall be supplied within the stipulated time of 75 days from the date of receipt of work/supply order.
34. The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to the expiry of the Bid Validity period by email or facsimile, confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 34.1. The notification of award will constitute the formation of the Contract subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 35.
35. **Performance Security / Security Deposit:**
- 35.1. The successful bidder is required to submit Security Deposit within 14 days from the date receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:-
- a) Account Payee Demand Draft/Banker’s Cheque/Pay Order of a Nationalised/ Scheduled Indian Bank having its branch at Kochi in favour of FA&CAO, Cochin Port Authority.
 - b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-13 of the tender document, drawn from any Nationalised /Scheduled Indian bank having its branch at Cochin acceptable by Cochin Port.
 - c) On-line payment to the Bank Account of Cochin Port indicated in Clause 1.7 of Notice Inviting Tender.
- 35.2. The value of Security Deposit shall be equivalent to 10% of the total contract value excluding GST, as per the rate quoted by the successful bidder and as indicated in the LAO/Work order.
- 35.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 500 days from the date of receipt of LOA/Work order .
- 35.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
36. **Sanctions for Violations:**
- 36.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Employer to take all or any one of the following actions, wherever required:-
- (i) The Security Deposit/Performance Guarantee shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason therefore.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - (iii) To cancel all or any other Contracts with the Bidder. The Bidder shall, be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - (iv) To debar the Bidder from participating in future Bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Employer.
 - (v) To recover all sums paid in violation of the Bid by Bidder (s) to any middleman or agent or broker with a view to securing the contract.

- (vi) Forfeiture of Performance Guarantee in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Bid.
- 36.2. The Employer will be entitled to take all or any of the actions mentioned above by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 36.3. The decision of the Employer to the effect that a breach of the provisions of this Bid has been committed by the Bidder shall be final and conclusive on the Bidder.
- 36.4. 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.
- 36.5. 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 wilful 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.
37. **Signing of Agreement:**
- 37.1. The successful tenderer will be required to execute an Agreement at his expense within 21 days from the date of receipt of Letter of Acceptance (LoA)/Work Order, on proper value Kerala State Stamp Paper(Rs.200/-) in the prescribed form as per Annexure-12. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum / corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.
38. **Fraud and Corrupt Practices:**
- 38.1. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 38.2. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means
- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the

LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the Authority in relation to any matter concerning the Project;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) “undesirable practice” means
 - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) having a Conflict of Interest; and
 - (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
39. **Rejection of Tender:** Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject or discharge the tender without assigning any reason.

Signature of the tenderer with seal

COCHIN PORT AUTHORITY
SCHEDULE – I

3- LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER
IN PART-I, TECHNICAL BID

Sl. No	Clause Ref. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.) & Ref. of page No.
1	Table 1.4 (iii) of Notice Inviting Tender	Cost of Tender Documents – Rs.2,360/- (Rs.2000 + 18% GST) (Rupees Two thousand Three Hundred and Sixty only) in the form of DD/ Banker's cheque or online payment.	
2	Table 1.4 (ii) of Notice Inviting Tender	EMD/Bid Security	
3	Cl.No.21.1 (c) of Instruction to Tenderer	Letter of submission as per Annexure-I	
4	Cl.No.21.1 (d) of Instruction to Tenderer	Power of Attorney duly authenticated by Notary Public as per Annexure-2	
5	Clause 21.1. (j)	Form of Bid duly filled and signed as per Annexure-9.	
7	Clause 21.1. (q)	Contract Data duly filled and signed as per Annexure-10.	
8	Cl.No.13 of Instruction to Tenderer	Information regarding experience of having executed similar works as per Annexure-3 along with notarized copies of works orders and work completion certificate issued by the Clients.	
9	Cl.No.13 of Instruction to Tenderer	Statement of Average Annual Financial Turnover during last three years ending 31-03-2022 certified by Chartered Accountant as per Annexure-4 along with audited financial statements.	
11	Clause 21.1. (f)	Organisation Details of the Tenderer as per Annexure -6	
12	Clause 21.1. (g)	Details of Concurrent Commitments of the Tenderer as per Annexure-7	
13	Clause 21.1. (o)	Declaration as per Annexure-8	
14	Clause 21.1. (r)	Format for Furnishing Bank information for e-payment as Annexure-11	

15	Cl.No.22.1 of Instruction to Tenderer(x)	Tender document duly filled in except Price Schedule and addendum, duly signed and stamped.	
16	Cl.No.22.1 (vii) of Instruction to Tenderer	Partnership Deed or Memorandum and Article of Association of the Company and Registration Certificate of the company, Proprietorship Declaration as applicable.	
17	Cl.No.22.1 (xi) of Instruction to Tenderer	Documents in support of PAN,GST, EPF, ESI Registration	
18	Cl.No.21.1 (n) of Instruction to Tenderer	Documentary Proof of MSME/NSIC registration, if applicable	
19	Cl.No.21.1 (p) of Instruction to Tenderer	Detailed information regarding current litigation, if any, in which the tenderer is currently involved.	
20	Clause 15.1 of Instruction to bidders	Confirmation that the Tenderer has quoted their prices for the single line item of Price schedule (BOQ) as applicable.	

Note: All the documents submitted by the tenderer shall be page numbered. Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

Signature of Tenderer with seal

COCHIN PORT AUTHORITY

4. ANNEXURES

Sl. No.	Annexure	Description	Page No.
1	1	Letter of Submission – Annexure 1	26
2	2	Proforma of Power-of-Attorney / Letter of Authority Annexure 2	27
3	3	Details of Past Experience of Contractors for Similar Works Annexure 3	28
4	4	Statement of Average Annual Financial Turnover Annexure 4	29
6	6	Organization Details Annexure 6	30
7	7	Concurrent Commitments of the Tenderer Annexure 7	31
8	8	Declaration , Annexure 8	32
9	9	Form of bid , Annexure 9	33
10	10	Contract Data Annexure 10	36
11	11	Format for Furnishing Bank information for e-payment Annexure 11	39
12	12	Form of Agreement Annexure 12	40
13	13	Proforma of Bank Guarantee for Performance Guarantee/ Security Deposit Annexure 13	42
14	14	Format of No Claim Certificate Annexure 14	44

Annexure – 1

COCHIN PORT AUTHORITY

**LETTER OF SUBMISSION- COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)**

Date :

To

The Deputy Conservator,
Cochin Port Authority.

Sir,

Sub: Fabrication and Supply of Box Coolers and Anodes for GHDNS.

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the work referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- (i) Tender Document along with Addendum No. ----
- (ii) Cost of Tender Document videor MSME/NSIC Registration, if applicable.
- (iii) Power of Attorney (Annexure- 2)
- (iv) EMD/Bid Security or MSME/NSIC Registration, if applicable.
- (v) Details of the past experience of similar works to fulfill the “Minimum Eligibility Criteria” (Annexure 3), work orders and work completion certificates;
- (vi) Statement duly certified by Chartered Accountant showing Average Annual Financial Turnover during the last 3 Financial years ending 31-03-2021 (Annexure-4)
- (vii) Audited Financial Statements for the last three financial years ending 31-03-2021.
- (viii) Organization Details (Annexure-6)
- (ix) Details of Concurrent Commitments (Annexure-7)
- (x) Declaration (Annexure –8)
- (xi) Form of Bid (Annexure-9)
- (xii) Contract Data (Annexure-10);
- (xiii) Bank Information of the Bidder (Annexure-11)

Signature

(Authorised Signatory)

Annexure – 2

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

(To be submitted on Non-judicial **Stamp Paper of R.200/-** and should be authenticated by Notary Public/)

To

The Deputy Conservator,
Cochin Port Authority,
Cochin 682009.
Kerala, India.

Dear Sir,

We _____

do hereby confirm that Mr./Ms./Messrs _____ (***INSERT NAME AND ADDRESS***), whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender for the “ Fabrication and Supply of Box Coolers and Anodes for GHDNS” (Tender **No. MD/MES/TECH/192**). We confirms that we shall be bound by all and whatsoever our said agents shall commit.

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

Note: If the Bidder is a partnership firm, all the partners shall sign in the Power of Attorney.

Annexure 3

DETAILS OF SIMILAR WORKS COMPLETED BY THE TENDERER DURING
THE LAST SEVEN YEARS ENDING 31-05-2023

Sl. No.	Work Order No.& date, by whom issued and brief description of work	Total work order value (in INR) excluding GST	Total completion cost in INR excluding GST	Actual date of commencement of work	Actual date of completion of work	Delays if any	Client's complete address with e-mail address and phone number of contact person
1	2	3		4	5	6	7
1							
2							
3							

Note: Bidder shall enclose copies of each work orders & completion certificate issued by Client, certified by a Notary Public or equivalent certifying authority.

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY

FINANCIAL CAPABILITY
AVERAGE ANNUAL TURNOVER OF THE BIDDER

<u>Turnover (INR)</u>			
Year 1 [2019 – 20]	Year 2 [2020 – 21]	Year 3 [2021 – 22]	Average of 3 years

Instructions:

- 1) The Bidder shall provide audited Annual Reports / Audited financial statements such as Balance Sheets and Profit & Loss Account statements as required under this Bid Document.
- 2) Annual Turnover of the Bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

Certified by
Chartered Accountant

SIGNATURE OF TENDERER

Annexure-6

COCHIN PORT AUTHORITY

ORGANIZATION DETAILS

- 1) Name of Applicant :
- 2) Name of the Owner :
- 3) Address :
- 4) Telephone No. :
- 5) E-mail id [2 nos.] :
- 6) Fax No. :
- 7) Description of Applicant with details :
(for e.g. Individual, Partnership, Limited Company etc)
- 8) Registration details :
- 9) Name and address of bankers :
- 10) Number of years of experience :
as a Repair Yard
- 11) Name and address of the companies/ :
Sub-Contractors who will be involved
in the execution of Works, namely:
- 12) Attach organization chart showing the structure
of the company including names of Directors/
Key Personnel at Head Office who would be
responsible for the project.

SIGNATURE OF TENDERER

Annexure- 7.

COCHIN PORT AUTHORITY

CONCURRENT COMMITMENTS

Sl.No	Full postal address of client & Name of Officer- in-Charge with Fax/telephone No.	Description of the work.	Value of contract	Date of commencement of work.	Scheduled completion period (months)	% completion as on date
1						
2						
3						
4						
5						
6						

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY

DECLARATION

We M/s (*Name & address of the bidder*) hereby declare that:-

1. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
2. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
3. We disclose with that we have *made* / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
4. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
5. We do hereby confirm that we have not been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid.
6. We do hereby confirm our acceptance that :-
 - i. All risks of loss of or damage to the physical property and of personal injury and death, which may arise during and in consequence of the performance of the contract are the responsibility of the contractor
 - ii. The Contractor is wholly responsible to make good all the losses/damages that may be suffered by the Employer due to occurrence of any untoward incident (s), whatsoever it may be, at any stage during the execution the Contract, at the cost and risk of the Contractor.

** Note: Delete whichever is not applicable.*

SIGNATURE OF TENDERER

ANNEXURE-9

COCHIN PORT AUTHORITY

FORM OF BID

To

The Board of Trustees,
Cochin Port Authority

Through

The Deputy Conservator
Cochin Port Authority, Cochin -9

Tender for **“Fabrication and Supply of Box Coolers and Anodes for GHDNS”**

I/We have read and examined the Notice inviting tenders, Instructions to tenderers, Form of Agreement, General Conditions of Contract, Special Conditions of Contract, Scope of Work & Technical Specification, Price schedules (Bill of Quantities) & other documents and rules referred to in the General Conditions of Contract and all other contents in the tender document.

I/We hereby tender for the execution of the work specified in the underwritten memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications designs, drawings and instructions in writing referred to in the Scope of Work and Technical Specification mentioned under Section IV of the Tender Document and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

M E M O R A N D U M

- | | | |
|--------------------------------------|---|--|
| a) General description of work | : | “ Fabrication and Supply of Box Coolers and Anodes for GHDNS” |
| b) Estimated Amount put to Tender. | : | Rs. 16,98,000 excluding GST |
| b) Earnest Money | : | Rs.33,960/- (Rupees Thirty-three Thousand Nine Hundred and Sixty only) |
| c) Security Deposit | : | 10% of the value of the contract awarded or the value of the work done whichever is higher. |
| d) Completion Period of the contract | : | One Main Engine cooler (Large size) fabricated, tested and inspected as per this tender and 12 Nos. Zinc anodes shall be supplied within 60 days from the date of receipt of LOA/Work order and the balance Three numbers (One Main Engine |

and Two auxiliary engine coolers)
Fabricated, tested and inspected box
coolers shall be supplied within the
stipulated time of 75 days from the date of
receipt of LOA/ work order.

I/ We agree to keep the tender open for 90 days from the due date of submission and not to make any modifications in its terms and conditions.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof 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. I/We fully accept that, in the event of default, I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port, for a period of Two years from the date of such Suspension Orders.

Dated the day of 2023

SIGNATURE OF TENDERER

Address :

Witness :

Address :

Occupation :

ACCEPTANCE

**The above tender (as modified by you as provided in the letters mentioned hereunder) is
accepted by me for and on behalf of the Board CoPA for a sum of Rs.....
(Rupees.....)**

The letters referred to below shall form part of this Contract Agreement

- a) ..
- b) ..
- c)

Dated.....

**Deputy Conservator
Cochin Port Authority**

ANNEXURE-10

**COCHIN PORT UTHORITY
CONTRACT DATA**

Items marked “N/A” do not apply in this Contract.

Sl. No.	Description	Reference Clause No. in GCC/SCC
1	The Employer is	(1)
	The Board of Cochin Port Authority, Cochin -9.	
	Name of Authorized Representative:	
	Name : Dr. M. Beena, Chairperson, Cochin Port Authority, Cochin -9.	
2	Tendering Authority is	
	Name : Capt. Joseph J Alapat, Deputy Conservator, Cochin Port Authority,, Cochin -9.	
	Name of Nominee is : Will be notified in LoA	
3	Name of Contract :- “ Fabrication and Supply of Box Coolers and Anodes for GHDNS” TENDER No. MD/MES/TECH/192.	(1)
4	Tender Document and other data are available at Cochin Port web site, central public procurement Portal and e –tendering portal. (i) www.cochinport.gov.in (ii) www.eprocure.gov.in/cppp (iii) tenderwizard.com/COPA	(2)
5	The Intended Completion Date for the whole of the Work with the following milestones is :	Clause (5) of GCC and Clause (4) of Special Conditions of Contract
	Completion period of the Contract is 75 days from the date of receipt of LOA/Work Order.	
	Physical Works to be completed	Milestone applicable
	Total completion period of the Contract as applicable as per the tender conditions.	One Main Engine cooler (Large size) fabricated, tested and inspected as per this tender and all 12 Nos. Zinc anodes shall be supplied within 60 days from the date of receipt of LOA/ work order and the balance Three numbers (One Main Engine and

Sl. No.	Description	Reference Clause No. in GCC/SCC
	Two auxiliary engine coolers) Fabricated, tested and inspected box coolers shall be supplied within the stipulated time of 75 days from the date of receipt of LOA/ work order.	
6	The following shall form part of the Contract Document: (1) Form of Agreement (2) Letter of Acceptance (3) Price Schedules (Bill of Quantities) (4) Contractor's Bid (5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated). (6) Contract Data (7) General Conditions of Contract (8) Special Conditions of Contract (9) Scope of work and Technical Specifications (10) Drawings, specifications; and (11) Any other documents listed in the Contract Data as forming part of the Contract.	(2)Of GCC
7	The contractor shall submit a programme for the works within 7 days from the date of receipt of LOA/Work order. The period between Programme updates - NA	(6.2) of GCC
8	The maximum amount of LD for whole works is 10% of the contract price.	(17)of GCC
9	The law, which applies to the Contract, is the law of Union of India.	(3) of GCC
10	The currency of the Contract is Indian Rupees.	(5.3) of SCC
11	The start date shall be the date of receipt of LOA/Work order by the contractor.	(5) of GCC& (4) of SCC
12	The Guarantee period is 12 months from the date of final acceptance of the Goods/Equipment by COPA	(18.6) of GCC

SIGNATURE OF TENDERER

Annexure-11

COCHIN PORT AUTHORITY

“Fabrication and Supply of Box Coolers and Anodes for GHDNS”

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/Fax No. of the beneficiary	Telephone: Mobile : Fax :
8	Cancelled Cheque	

SIGNATURE OF TENDERER

COCHIN PORT AUTHORITY

FORM OF AGREEMENT
TO BE EXECUTED ON KERALA STAMP PAPER (Rs.200/-)

AGREEMENT NO. OF.....

This agreement is made at Cochin this the-----day of -----, Two Thousand---
-..... between.....represented by Sri.....
Aged.....years, son of Sri.....Residing at
.....(House name and No.)
.....District.....State

..... (hereinafter referred to as “The Contractor” which expression shall include their successors, assignees and administrators) of the one part AND the Board of Major Port Authority, Cochin Port, Willingdon Island, Cochin-9, a body constituted under “Major Port Authority Act 2021” represented by The Deputy Conservator (hereinafter referred to as “The Employer” which expression shall include their successors, assignees and administrators in the office) of the other part.

Whereas the “Employer” had called for the tenders for the work of “Fabrication and Supply of Box Coolers and Anodes for GHDNS” and the Contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc. And whereas the said tender of the Contractor has been accepted by the Employer and a Letter of Acceptance/Work Order No..... dated..... has been issued to the Contractor accepting their tender subject to Instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract, Scope of Work & Technical Specification and such other Contract Documents. And as per one of the terms of the above Letter of Acceptance/Work Order, an agreement has to be executed between the Contractor and the Employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

The Contractor hereby agrees to execute the work of “ Fabrication and Supply of Box Coolers and Anodes for GHDNS” as described in the schedule, its annexure etc. at the rates shown there under subject to Instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract, Scope of Work & Technical Specification and such other Contract Documents all hereunto annexed from the date of commencement of contract as indicated in the LOA/Work order or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The Contractor has furnished a Bank Guarantee for Rs..... (Rupees. Only) vide Bank Guarantee No..... dated..... from.....Bank in lieu of Security Deposit for the due and proper fulfillment of the contract. The Contractor further agrees that the aforesaid Bank Guarantee will be kept valid until two months beyond the completion of Guarantee period of the contract.

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

(list of relevant documents- will be furnished by Port)

The Conditions given in the Letter of Acceptance/Work Order dated..... shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the Contractor shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal And on behalf of the Board of Trustees of Port of Cochin, The Deputy Conservator has set his hand and seal and common seal of Trustees as has been hereunto affixed the day and year first written above.

Signed, sealed and delivered by Shri. of M/s

CONTRACTOR

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered
by the Deputy Conservator,
Major Port Authority, Cochin Port on behalf of
EMPLOYER (Board of Major Port Authority, Cochin Port).

Signed and affixed the
common Seal of Board of
Trustees of the Port of Cochin
in the presence of

- 1)
- 2)

Annexure-13

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/ SECURITY

DEPOSIT

(To be executed on non-judicial Stamp Paper of appropriate value)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Trustees of the Port of Cochin incorporated by the Board of Major Port Authority, Cochin Port, Willingdon Island, Cochin-9, a body constituted under “ Major Port Authority Act 2021” (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of Cochin, its successors and assigns) having agreed to exempt _____ (hereinafter called the “Contractor”)

(Name of the Contractor/s)

From the demand under the terms and conditions of the Contract, vide _____ ‘s letter No. _____

(Name of the Department)

date _____ made between the Contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called “the said contract”) for the

payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____

_____ (hereinafter referred to as “the Bank”) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, _____, _____, do hereby
(Name of Bank) (Name of Branch)

undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. 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 any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____(Name of Bank and Branch) _____, undertake to pay to the

Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(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 Contractor(s) shall have no claim against us for making such payment.

4. We, _____(Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board
(Name of Bank and Branch)

that the Board 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 contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors 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.

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

7. It is also hereby agreed that the Courts in Kochi would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____

(Rupees _____ only);

b) this Bank Guarantee shall be valid up to ____ * _____; and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 2023

For (Name of Bank)
(Name)

Signature

NO CLAIM CERTIFICATE

(On Company Letterhead)
To,
(Contract Executing Officer)
Cochin Port Authority

Sub: **Contract Agreement No ----- dated -----for**

We have received the sum of Rs. (Rupees _____ only) in full and final settlement of all the payments due from Cochin Port Authority for under the abovementioned contract agreement, between us and Cochin Port Authority. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim, whatsoever of any description, on any account, against Cochin Port Authority, against aforesaid Contract Agreement executed by us.

Yours faithfully,

Signatures of Contractor or
Officer authorized to sign the Contract Documents
On behalf of the Contractor
(Company Stamp)

Date:
Place:

SECTION III - GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Definitions:** In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
 - a) "Approved" or "Approval" shall mean approval in writing.
 - b) "Contractor / Supplier" means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
 - c) "Contract" means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - d) "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.
 - e) "Contract Price" means the total sum of money to be paid by the Employer to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - f) "Completion" means the fulfilment of the supply of Equipments and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.
 - g) "Commercial Use" means use of Goods which the contractor contemplates or of which it is commercially capable after enacting at project site.
 - h) "Deputy Conservator " shall mean the Deputy Conservator of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.
 - i) "Day" shall mean English Calendar Day.
 - j) The "Drawings" shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Deputy Conservator and any further drawing submitted by the supplier with his tender and duly signed by him and accepted or approved by the Deputy Conservator and all other drawings supplied or furnished by the suppliers or by the Deputy Conservator in accordance with these contract conditions.
 - k) Employer / Cochin Port / CoPA" means Board of Trustees of Cochin Port, a body constituted under the Major Port Authorities Act 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Deputy Conservator or any other officers so nominated by the Board.
 - l) "Equipment / Goods", means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the contract.
 - m) "GCC" means the General Conditions of Contract.
 - n) Tender means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
 - o) "SCC" means the Special Conditions of Contract
 - p) "Month" shall mean English Calendar Month.
 - q) "Engineer" / "Officer in-Charge" means Employee of Employer or any other person, nominated by the Employer.
2. **Contract Documents:** Subject to the order precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. **Governing Law:** The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.

- 3.1. Dock Safety : For the work carried out within dock area in the vicinity of any wharf or quay the Contractor shall abide by all the provisions of the Dock workers (Safety, Health & Welfare) Regulation 1990 or as amended from time to time.
- 3.2. Workmen Compensation: The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.
4. **Scope of Work:** The Goods and Related Services to be supplied shall be as specified in Scope of Work and Technical Specifications and in accordance with Schedule of Requirements.
5. **Delivery and Completion:** Subject to GCC Clause 20 (Change Orders and Contract Amendments) the delivery of the Goods and completion of the Related Services shall be as per the SCC.
6. **Contractor's Responsibilities:**
 - 6.1. The Contractor shall supply all the Goods and Related Services included in the Scope of Work in accordance with GCC Clause 4 and as per GCC Clause 5.
 - 6.2. Phasing of Work: The contractor will be required to furnish a phased programme of the works as to how he intends to complete the work to the Employer within 7 days from the date of receipt of the Work Order / Letter of Acceptance from the Employer. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such programme so as to complete the entire work within the stipulated completion period. The Contractor shall furnish progress report to the Employer on fortnightly basis for monitoring by the Employer.
 - 6.3. Procurement of materials: The Contractor must make his own arrangements for timely procurement of all materials, machinery, equipment etc. of specified and or approved quality required by him for the efficient and regular execution of the works comprised in this contract from the manufacturers and suppliers concerned. Delay in supply of any of these materials, machinery, equipment etc. will not be taken as an excuse for not completing the contract within the stipulated period.
 - 6.4. Compliance of regulations: The contractor warrants that all Goods / Materials covered by the contract have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The Supplier shall ensure compliance with the above and shall indemnify Employer against any actions, damages, costs and expenses of any failure to comply as aforesaid.
7. **Contract Price:**
 - 7.1. Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustments authorized by the Employer by issuing Change orders and Contract Amendment, if any.
8. **Terms of Payment:**

100% payment shall be made within 30 days from the date of receipt and acceptance of Equipments / Goods and Related Services by Cochin Port Authority and on submission of Original Invoice and Satisfactory Completion Certificate issued by the Engineer in-charge of the Contract.
9. **Taxes and Duties:**
 - 9.1. The Contractor shall be responsible for remittance of all taxes, duties, license fees etc. incurred for the Supply, Installation and Commissioning of the items as per Bill of Quantities. GST shall be paid by the Employer to the Contractor.

9.2.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.

9.3.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.

10. Performance Security / Security Deposit:

10.1. The successful bidder is required to furnish Security Deposit within 14 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfilment of performance and the obligations of the contract, in any one of the following forms:

- i) Account Payee Demand Draft / Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Authority;
- ii) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure 11 of tender document, from a Commercial Bank;
- iii) On-line payment to the Bank Account of Cochin Port Authority indicated in Clause 1.7 of Notice Inviting Tender.

10.2. The value of Security Deposit shall be equivalent to 10 % of the total contract value.

10.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of guarantee period.

10.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.

10.5. 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.

10.6. 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 bidder from participating in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension.

10.7. The Performance Security shall be discharged by the Employer and returned to the Contractor not later than Fourteen (14) days following the date of Completion of the Contractor's performance obligations under the Contract, including any warranty obligations.

11. Subcontracting:

11.1. The Supplier shall notify the Employer in writing of all subcontracts awarded under the contract if not already specified in the tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the contract.

11.2. Subcontracts shall comply with the provisions of Instructions to Tenderers Clause 38 (Fraud and corrupt practices).

12. Specification and Standards:

12.1. Technical specification and drawings:

- (a) The Goods and Related Services supplied under this contract shall conform to the Technical Specifications and Standards mentioned in Section IV, Scope of Work and Technical Specifications and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.
- (b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 24 (Change Orders and Contract Amendments).

13. Packing:

- 13.1. Contractor shall provide adequate packing of Equipments to prevent the damage or deterioration during transit to their final destination. The contractor shall be held responsible for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packing shall withstand hazards normally encountered with the means of transport including loading/unloading operations and shall be done in such a manner to reduce volume as much as possible.
- 13.2. The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I.
- 13.3. Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 13.4. The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 13.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable diameter (strength). Iron / Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 13.6. Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping. In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 13.7. All delicate surfaces on equipment / materials should be carefully protected with protective paint / compound and wrapped to prevent rusting and damage.
- 13.8. All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 13.9. Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. A copy of the packing list shall accompany the materials in each package.
- 13.10. All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.
- 13.11. In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.
- 13.12. Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 13.13. Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

- 13.14. Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.
- 13.15. All packages which require special handling and transport should have their Centre of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" in English Language.
- 13.16. Along with the packed material, supplier should attach material list, manuals / instructions and also the Inspection certificate/release note, wherever applicable.

14. Insurance:

- 14.1. The Goods supplied under the Contract shall be insured by the Supplier at his cost, for the full value as specified in the Employer's Letter of Acceptance (LOA) against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery from the works until they are delivered at Employer's premises and accepted by the Employer. Such insurance policy shall be in the name of Contractor and that of the Employer against destruction or damage by accident, fire, flood and tempests. The Contractor shall from time to time, when so, required by the Employer produce the Policy and the receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.
- 14.2. The supplier shall be responsible for insurance of all his employees/representatives who are deputed for operational demonstration of equipment at Cochin, against any accidents and shall indemnify the Employer.

15. Transportation:

- 15.1. The Supplier is responsible for transportation of Goods / Equipments from Supplier's premises to the Employer's site at the cost and risk of the Supplier.

16. Inspection and Testing:

- 16.1. The Inspection and Tests shall be conducted at Contractor's premises and the cost of all such tests shall be borne by the Contractor apart from making arrangements for conduct of such tests. Employer shall not be liable to make any additional payments for conduct tests or for change of location of Test. All cost for fulfillment of obligation on the part of Contractor shall be deemed to have been included in the total contract price offered by him on which the Contract has been awarded to him.
- 16.2. The Employer reserves the right to witness the Pre-delivery Inspection at the Contractor's premises or any place the work demands. The inspections and tests are to be conducted to the entire satisfaction of Employer. The details of inspections and tests to be carried out are specified under Section IV, Scope of Supply and Technical Specifications.
- 16.3. Right to Inspect: The Deputy Conservator or his representatives shall have the right to inspect the work being carried out under this contract and to test the goods or services to ascertain their conformity to the specifications.
- 16.4. Right to Reject: If any inspected or tested goods and/or services fail to conform to the specifications, the Deputy Conservator or his representative may reject them, and the Contractor shall either replace them or make all necessary alterations to meet the requirements of the specifications, without any additional cost to CoPA.

17. Liquidated Damages / Late Delivery Charges:

- 17.1. Except as provided under GCC Clause 19 (Force Majeure) and GCC Clause 21 (Extension of Time), if the Contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Service within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to ½ % of the total Contract price per week of such

delay or part thereof. The maximum amount of Liquidated Damages shall be 10% of total Contract Price of the respective item.

17.2. 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 delivery of Goods and Related Services 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 its other obligations and liabilities under the contract. In such events as when the Contractor is unable to complete the delivery of Goods and Related Services, for the reasons not attributable to him, he shall apply for grant of extension of date for completion of contract immediately not later than 48 hours of such occurrence of event and the Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Cochin Port Authority.

18. Warranty:

18.1. The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

18.2. The Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing at Employer's Dredger, GHD Nehru Shadabthi.

18.3. The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.

18.4. Upon receipts of such notice, the Contractor shall, within the period of seven days, repair or replace the defective Goods or parts thereof, at no cost to the Employer.

18.5. If having been notified, the Contractor fails to remedy the defect within seven days, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

18.6. The guarantee period will be effective for a period of twelve (12) months and it will be in force from the date of final acceptance of the Goods/Equipment under the contract by the Employer and the contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer In-charge who shall state in writing in what respect any portion is faulty.

18.7. If it becomes necessary for the contractor to replace or renew or repair any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the portions of the Supply so replaced or renewed or repaired until the expiry of six months from the date of such replacement/ renewal/repair or until the above mentioned period of 12 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.

18.8. If the replacement or renewals are of such a character as may affect the efficiency of the items Supplied, the Employer and/or the Engineer shall have the right to give to the contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with the relevant clauses under Scope of Supply and Technical Specification thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor.

18.9. All inspection, adjustments, replacement or renewal carried out by the contractor during the period referred to in this clause shall be subject to the conditions of this contract which shall be

binding on the contractor in all respects during the guarantee and the additional warrantee period.

19. Force Majeure:

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. Employer 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 the Employer shall be final and binding in this regard.
- 19.5. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor’s favour.
- 19.6. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20. Change Orders and Contract Amendments:

- 20.1. The Employer may at any time order the Contractor through notice to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawing, designs, or specification, where Goods to be furnished under the Employer;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Service to be provided by the Contractor
- 20.2. If any such change causes increase or decrease in the cost of, or the time required for Contractor’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery / Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor’s receipt of the Employer’s change order.
- 20.3. Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.
- 20.4. Subject to the above no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No extras shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates and prices to be agreed upon mutually and upon the certification by the Employer or his Representative. Any extra expenses in addition to the amount specified in the Price Schedule which may be Incurred by The Employer in the performance of the work required owing to the neglect or omission on the part of the contractor/contractors his/their workmen in any of the

cases mentioned in this contract shall be deducted from any sums due of which may therefore, become due to the contractor/contractors by the Employer or he/they may be called upon to pay the amount of such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the contractor/contractors failing to make such payment, the said amount shall be recoverable from him/them in such manner as the Employer may determine.

21. Extension of Time:

21.1. If at any time during performance of the contract, the contractor or its Sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, pursuant to GCC Clause 6, 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, the Employer 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.

21.2. Except in case of Force Majeure, as provided under GCC Clause 20, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 18 (Liquidated Damages), unless an extension of time is agreed upon, pursuant to GCC Clause 22.1.

22. Termination:

22.1. Termination for Default:

22.1.1. The Employer, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:

- (i) If the contractor fails to deliver any or all of the Goods within the period specified in the Contract, or within the extensions granted by the Employer pursuant to GCC Clause 22.
- (ii) If the contractor fails to perform any other obligation under the contract or
- (iii) If the contractor, in the judgment of the Employer has engaged in fraud and corruption as defined in Clause 28 under Instruction to Bidders, in competing for or in executing the contract.

22.1.2. In the event the Employer terminates the contract in whole or in part, pursuant to GCC Clause 23.1.1, the Employer reserves its right to take any one or more of the following actions:-

- (i) The Performance Security is to be forfeited;
- (ii) The Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

22.2. Termination for Insolvency:

The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

22.3. Termination for Convenience:

- (a) The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the

Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) If the contract is terminated for convenience of the Employer as stated in GCC Clause 23.3 (a), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:-
- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

23. Execution of Agreement:

23.1. Upon the receipt of letter intimating award of the Contract (LoA), the Contractor shall prepare the Agreement as per the format attached at Annexure- 12 in the Tender Document, 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. The agreement will be retained by the Cochin Port Authority.

24. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:

24.1. 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.

25. Changes in constitution of firm:

25.1. 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 Deputy Conservator for his information.

26. Employees of the Cochin Port Authority not individually liable :

26.1. No official or employee of the Cochin Port Authority 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.

27. No Claim Certificate:

27.1. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after submission of 'No Claim Certificate' in the form as per the format enclosed as Annexure-14.

COCHIN PORT AUTHORITY**SECTION –III****SPECIAL CONDITIONS OF CONTRACT**

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SECTION –III

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SPECIAL CONDITIONS OF CONTRACT

1. General:

- 1.1 Special Conditions shall be read in conjunction with the General Conditions of Contract, Scope of Work, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract (GCC) is repugnant to or at variance with any provision of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy of variations, prevail.
- 1.4 The parties shall be governed by the laws of India and exclusive jurisdiction of the courts at Ernakulam.

2. Rates for Various Items:

- 2.1 The rates quoted shall be the cost of finished Work excluding GST and shall be all inclusive cost of the labour, material, pressure testing, to and fro transportation of old sample coolers & transportation and supply of four numbers Box coolers & Twelve numbers Zinc anodes to CoPA premises as per Scope of Work, drawings and specifications and sample.
- 2.2 Tenderers are required to quote the rate for fabrication and supply (including cost of materials, labour, testing and transportation) of Two numbers main engine box coolers and Two numbers Auxiliary engine Box coolers and 12 Nos Zinc anodes to Cochin Port's s Dredger, GHD Nehru Shatabdi as per Price Schedule. The rate shall be quoted **excluding GST** for a single line item. **The grand total amount quoted for four numbers coolers and 12Nos Anodes excluding GST will be taken for price evaluation.** Incomplete price schedule will not be considered for evaluation. The GST as applicable will be paid by CoPA on submission of original invoice.
- 2.3 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the Schedule of Quantities.

3. Care of Works

From the commencement to the completion of the Work, the Contractor shall take full responsibility for the care of the Work and his employees in connection with the Work thereof and in case any damage, loss or injury shall happen to the Works or any part thereof or to any temporary Work from any cause whatsoever, the contractor shall at

his own cost repair and make good the same so that the Work shall be completed in good order and in conformity in every respect with requirement of the contract.

4. Delivery/completion period:

- a. **Box Coolers:** Out of the 2 Main Engine Box coolers (Large size), one Main Engine Cooler should be delivered at COPA premises within 60 days from the date of receipt of LOA/Work Order from COPA. The remaining one number Main Engine Box Cooler and two Nos. Auxiliary Engine Box Coolers should be delivered at COPA premises within 75 days from the date of receipt of COPA's LOA/Work Order. Before transporting of each Box Cooler from Contractor's premises, clearance should have been obtained from the Engineer In-charge of the Contract. Such Clearance will be issued by COPA after inspection of the Coolers on satisfactory completion of all works and after witnessing the hydro-tests at Contractor's premises. Sample Box Coolers should also be delivered back to COPA within 75 days from the date of receipt of COPA's LOA/Work Order.
- b. **Zinc Anodes:** All the Zinc Anodes (Total 12 Nos.) Should be delivered at COPA premises within 60 days from the date of receipt of COPA's LOA/Work Order.
- c. Delivery will be deemed as completed only on receipt of all the Box Coolers (total 4 Nos.) and all the Zinc Anodes (Total :12 Nos.) at COPA premises in good condition and upon receipt of Sample Box Coolers at COPA premises.
- d. Liquidated Damages will be applicable as per Clause 17 of GCC, in case of failure to complete the delivery of Box Coolers and Zinc Anodes within the stipulated delivery period of 75 days from the date of receipt of LOA/Work Order.

5. Payment Terms:

- 5.1. 100% payment will be made on receipt of all Box coolers and Anodes at COPA premises in good condition including the old sample coolers. The invoice shall be addressed to the Deputy Conservator, Cochin Port Authority, Cochin, 682009. Payment will be made within 30 days from the date of receipt of all items in good condition and on submission of Invoice duly certified by Engineer in-charge. Income Tax/GST TDS as applicable will be deducted at prevailing rates.
- 5.2. All payments to the Contractors will be released through RTGS / e-payments. The contractor is therefore required to furnish the relevant bank information for the same along with their invoices.
- 5.3. All payments to the Contractor under the contract shall unless otherwise stated elsewhere be made to the Contractor in Indian currency through e- payments through designated Bank.

6. Taxes & Duties

- (i) GST will be paid extra as applicable.
- (ii) **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.
- (iii) **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.
- (iv) Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes and Duties shall not be paid / reimbursed by the CoPA under any circumstances.

7. **ENGINEER IN-CHARGE:**

The works shall be carried out as per instruction of the MES, CoPA or his authorised representative. Name of Engineer in-charge will be indicated in the Employer's Letter of Acceptance/Work Order.

- 8. Cochin Port Authority's Lien: Cochin Port Authority shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port to the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between the Cochin Port and the Contractor.
- 9. After reaching the Box Coolers at COPA premises, if any minor work required to be carried out, before handing over the Coolers to COPA, Contractor will be permitted to attend the same at COPA premises. Electric power for carry out such miner works if required at CoPA premises will be provided by CoPA on Port account on request of the contractor.

SECTION IV. SCOPE OF WORK & DRAWINGS

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This tender is for “Fabrication and Supply of Box Coolers and Anodes for COPA’s Dredger Nehru Shatbdi ”. The Contractor’s Scope of Work includes but not limited to the following:-

A. BOX COOLERS:-

1. Purchase of materials as per the specification and get approved by the CoPA Engineer before starting fabrication
2. Fabrication of 2 Nos. Main Engine Box Coolers (combined circuit) at Contractor’s Works,
3. Fabrication of 2 Nos. Auxiliary Engine Box Coolers. (combined circuit) at Contractor’s Works,
4. Hydro Testing of the above fabricated Box Coolers (Total 4 Nos.) at Contractor’s premises in the presence of CoPA representatives;
5. After satisfactory testing at Contractor’s premises, transportation and delivery of above Box Coolers (total 4 Nos.) at COPA premises at Willingdon Island

B. ZINC ANODES

1. Supply of 4 Nos. Zinc Anodes (size 25mmDia X 400 mm Length- as per sample) for the above Main Engine Box Coolers ;
2. Supply of 8 Nos. Zinc Anode (size 25mmDia X 600 mm Length- as per sample) for the above Auxiliary Engine Box Coolers.

A. BOX COOLERS:-

SPECIFICATION:-

1. The Boxes Coolers should be fabricated as per the sample Box coolers available at Cochin Port and as per the material specification given hereunder. All dimensions and other technical parameters of the of the new Box Coolers to be fabricated shall be strictly as per the sample Box Coolers available with Cochin Port Authority. Only few shell drawings of box coolers are available with CoPA and the same are attached in the tender document for reference of the bidders.
2. It is mandatory that the bidders should inspect the Sample Box Coolers available at COPA and acquaint himself on all the Technical Parameters including various measurements of the Box Coolers to be fabricated, prior to preparation and submission of his bid. The bidders are requested to obtain the prior confirmation of Cochin Port Officials (Sri. Thomas Mathew, MES, Mobile No. 9447290256, email-mes@cochinport.gov.in, Sri Peter Thomas, CE,GHDNS , Mob. 9995043407 to facilitate inspection of Sample Box Coolers.

3. MATERIAL SPECIFICATION:-

- a. **Tubes:** Should be Schedule 40 IBR Grade, solid drawn, seamless pipes of reputed make.(Relevant certificate from the manufacturer to be produced and approved by CoPA representative before starting the fabrication)

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- b. **Plates:** Should be Marine quality (IS2062 Grade-A) of 6, 10 and 12 mm thick as per the requirement. Relevant certificate from the manufacturer of materials to be produced and approved by CoPA representative before starting the fabrication
 - c. **Flanges:** 100 mm plate as per sample and to suite for the application.
 - d. **Welding electrode:** Any reputed brand with IRS approval.
4. **FABRICATION:-**The contractor has to carry out all necessary Fabrication, welding and connected works of the Box Coolers at Contractor's premises under covered area. All materials including the consumables required for fabrication of the Box Coolers shall be provided by the Contractor at his cost and risk.
5. **CONTRACTOR'S FACILITIES:** Fabrication of Coolers shall be carried out at a Facility situated **within 40 kilometres from Willingdon Island** to facilitate transportation of Sample Coolers, Inspections of materials, fabrication stages and witnessing the hydro-testing of Coolers by COPA's representatives.
6. **SAMPLE COOLERS:-** In order to facilitate fabrication of new Box Coolers at Contractor's works, upon award of the contract, and on receipt of specific request, the Contractor will be permitted to mobilise the sample coolers to their work site for taking detailed measurement and for reference, if required. The Contractor shall arrange transport of the Sample Cooler to his works and back to COPA and handover the same to the COPA at COPA premises immediately upon completion fabrication of the new box coolers. All the costs associated with the transportation of sample box coolers from COPA to Contractor's premises and back to COPA shall be arranged by the Contractor at his sole risk and cost. Loading of Sample Coolers to the Contractor's vehicle for mobilizing to their works and off-loading the same upon reaching the same back to Employer's premises will be arranged by COPA using COPA's MHC free of crane handling charges.
7. **INSPECTION & TESTING:-** Fabrication of the box Coolers shall be subject to the inspection by the authorised representatives of Cochin Port Authority at various stages. Any defect/damages found in the attended work identified and notified by COPA during inspections should be rectified by the contractor at his sole risk and cost and to the entire satisfaction of the Engineer-in-Charge.
8. **HYDRO TESTING:-**On satisfactory completion of newly fabricated Box Coolers and upon clearance from COPA, the Contractor should arrange hydro-testing of each Box Cooler at a pressure of 5.0Kg/cm² for 24 hours at Contractor's premises in presence and to the entire satisfaction of CoPA representative. All the risks, responsibilities and expenses associated with the above hydro-test shall be to the Contractor's account. Any defect/damages found in the attended work identified and notified by COPA after the hydro-testing should be rectified by the contractor at his sole risk and cost and to the entire satisfaction of the Engineer-in-Charge prior to transporting the Box coolers to COPA.

9. **TRANSPORTATION OF BOX COOLERS TO EMPLOYER'S PREMISES& DELIVERY:** Upon completion of hydro testing of Box Coolers to the entire satisfaction and clearance by COPA, the Contractor shall arrange transportation of all the Box Coolers to the Cochin Port premises. All the cost and risk involved in transportation of all new Box Coolers from Contractor's premises and till delivery and handing over of the same to the Employer at Employer's premises shall be borne by the Contractor. Mobile Harbour Crane (MHC) required for off-loading of the new Box coolers at Employer's premises will be arranged by COPA upon request by the Contractor for which MHC handling charges are not applicable to the Contractor. The Contractor is responsible for rectification of any defects noticed by the Employer after off-loading of Box coolers at Employer's premise, at the cost and risk of the Contractor.

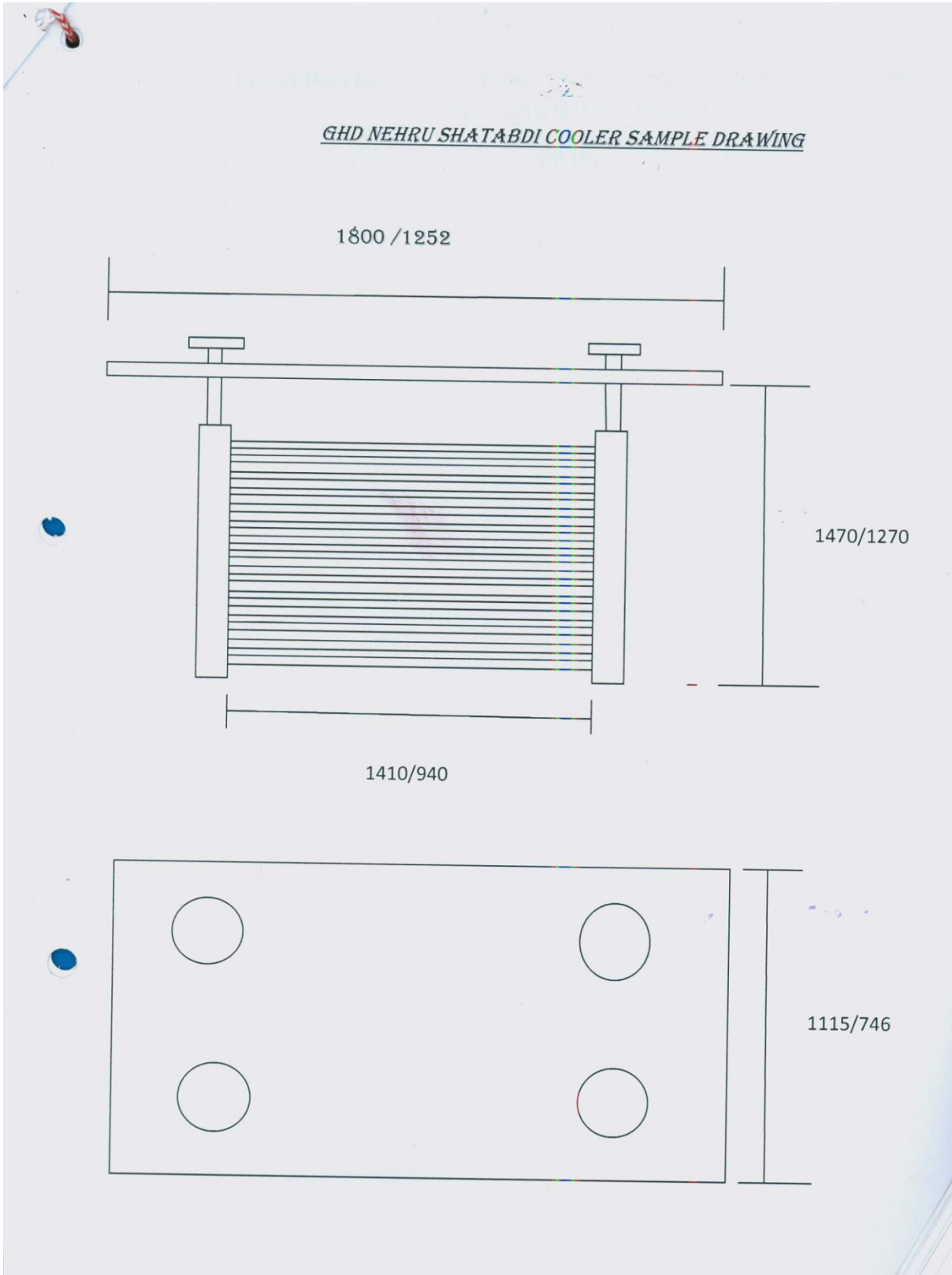
B. ZINC ANODES

- (i) Zink Anodes shall be supplied strictly as per the dimensions. Zinc used for making anodes shall have maximum purity.
- (ii) Transportation and delivery of Zink Anodes at Employer's premises shall be to the Contractor's Scope.
- (iii) The Raw materials/materials required for manufacturing of Zinc Anodes shall be procured by the Contractor at his cost and risk.

SCHEDULE OF ITEMS:-

Schedule of items covered under the Scope of supply of the Contract is summarised as below :-

Sl No	Description/scope	Unit
1	FABRICATE AND SUPPLY OF MAIN ENGINE BOX COOLER.(combined circuit)	2Nos
2	FABRICATE AND SUPPLY OF AUXILIARY ENGINE BOX COOLER. (combined circuit)	2Nos
3	Supply of Zinc Anode size 25mmDia X 400 mm Length.(as per sample)	4Nos
4	Supply of Zinc Anode size 25mmDia X 600 mm Length.(as per sample)	8Nos



V- BILL OF QUANTITIES (Price Schedule)

(Attached separately)

While quoting the rates for the line items in the BOQ, the details indicated at Clause No.16 (Bid Price) under Section II, Instructions to the bidder and Clause No 8.4 (Schedule of Works : Detailed Schedule of Work) under Section IV Scope of work & drawings shall be considered /examined.