



कोचिन पत्तन प्राधिकरण
Cochin Port Authority
समुद्री विभाग /Marine Department



COCHIN PORT AUTHORITY
MARINE DEPARTMENT
E- Tender No. MD/MES/TECH/153/2023

Tender Document

“Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”

Tender publication date	: 12-09-2023
Down loading of Tender Document	: From 13-09-2023, 1700 hours to 28-09-2023, 14.00 hrs
Last date and time for Submission of Tenders	: 28-09-2023, 15.00 hrs.
Time and date of technical bid opening	: 28-09-2023, after 15.30 hrs.
Cost of Tender Document / Processing Fee (Tender fee is inclusive of 18% GST)	: Rs.2,360/- (non refundable)
Estimated Amount put to Tender	: Rs. 5,75,000/-
EMD	: Rs. 11,500/-
E-Tendering portal	: www.Tenderwizard.com/CPT

Office of the Deputy Conservator
Cochin Port Authority,
Cochin – 682 009.
Phone: 91 484 2666417, 2582500,2582521,2582502
Fax: 91 484 2666417
e-mail: dc@cochinport.gov.in
sajeev.va@cochinport.gov.in
mes@cochinport.gov.in

COCHIN PORT AUTHORITY
MARINE DEPARTMENT

Tender No. MD/MES/TECH/153/2023

Tender for the “Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”

CONTENTS

SECTIONS		DESCRIPTION	PAGE NO.
Section - I.	1	Notice Inviting Tender	3
	2	Instructions to Bidders	08
	3	Schedule-I - List of documents to be submitted by the tenderer	22
	4	Annexure (1 to10)	24
Section - II	1	General Conditions of Contract: Parts A - G	39
Section III	1	Special Conditions of Contract	43
Section - IV	1	Scope of Work, Technical Specifications & Drawings	45
Section V	1	Bill of Quantities	46



कोचिन पत्तन प्राधिकरण
Cochin Port Authority
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/153/2023

Dated: 12-09-2023.

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-682009 from reputed firms meeting the Minimum Eligibility Criteria specified below for **“Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”**

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 at least Rs.1,72,500/-.
- (ii) Tenderer should possess a valid certificate of Registration as Fire Fighting Appliances (FFA) service station issued by Directorate General of Shipping, India. Copy of the above Registration Certificate shall be furnished along with the tender.

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

1. 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-3 along with copies of the audited Annual Balance sheet including Profit & Loss Account Statements for the above period.
2. Copy of valid certificate of Registration as Fire Fighting Appliances (FFA) service station issued by Directorate General of Shipping, India shall be furnished along with the tender.

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 -5).
- 1.3.4. The Bidders shall furnish copy of EPF and ESI registration certificate if applicable to the bidder.

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	12-09-2023
2	Download period of Bid Documents	13-09-2023 to 28-09-2023 up to 14:00 hrs.
3	Last date and time of submission of Bid	28-09-2023 up to 15.00 hrs.
4	Date and time of opening the Technical Bid	28-09-2023 after 15.30 hrs.
5	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	Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”
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. 5,75,000/- (Rupees Five Lakh Seventy Five Thousand only) excluding GST
ii)	Earnest Money Deposit	Rs.11,500/- (Rupees Eleven Thousand Five Hundred 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	Thirty days from the date 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/CPT 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/cpppp , 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-TenderingPortal / 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/CPT, 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 on or before the last date and time of submission of Bids, will make the tender liable for rejection.

- 1.14.** The Contractor's Scope of Work is **“Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”**.
- 1.15.** Works detailed in the Price Schedule (BOQ) comprises of various works connected with the Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”.
- 1.16.** The details given in the Scope of Work 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.** The bidders can inspect the fixed fire fighting system in the vessel berthed at CoPA berth before preparing the bid, with 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. 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.

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 “Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)” as per the Scope of Work given in Section IV of this tender document.

2. General Instructions

- 2.2. 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.
- 2.3. 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 can visit the vessel at CoPA Berth 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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).
- 2.8. **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.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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.
 - 2.13. 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.
 - 2.14. 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.
 - 2.15. The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
 - 2.16. 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. The MSEs are exempted from the payment of Cost of Tender document and EMD.
 - 2.17. 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.
 - 2.18. 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/CPT 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 vessel, GHDNS 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.
9. **Amendment of Bidding Documents:**
- 9.1. 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.
10. **Preparation of bids:**
- 10.1. All documents relating to the bid shall be in the English language.
11. **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 at least Rs.1,72,500/-.
- (ii) Tenderer should possess a valid certificate of Registration as Fire Fighting Appliances (FFA) service station issued by Directorate General of Shipping, India. Copy of the above Registration Certificate shall be furnished along with the tender.
- 11.1. **List of documents to be furnished along with the tender to prove the Minimum Eligibility Criteria:-**
- a. 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-3 along with copies of the audited Annual

Balance sheet including Profit & Loss Account Statements for the above period.

- b. Copy of valid certificate of Registration as Fire Fighting Appliances (FFA) service station issued by Directorate General of Shipping, India shall be furnished along with the tender.

12. Other Eligibility Considerations.

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.
13. The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
 14. 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 -5).
 15. The Bidders shall furnish copy of EPF and ESI registration certificate if applicable to the bidder.

16. Bid Price:

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.**

17. The Contractor's Scope of Work is **“Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”** .
18. **Works detailed in the price schedule (BOQ) comprises of various works viz. Inspection, Pressure testing, re filling, transportations, handlings & Certification and all connected works with Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”shall be done on at contractors expense and risk. Since the vessel built on 1992 and the cylinders were last pressure tested in 2007, all the cylinders should be pressure tested as per the DG' circular.**
19. 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.
20. **Bid Validity:**
 - 20.1. 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.

- 20.2. 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).

21. Bid Security / EMD:

- 21.1. 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 28-09-2023**. 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

- 21.2. The EMD shall be forfeited under following circumstances:
- 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.
 - 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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.

22. No Alternative Proposals by Bidders:

22.1. Bidders shall submit offers that comply with the requirements of the Tender documents. Alternatives will not be considered.

23. Format and Signing of Bid:

23.1. 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.

23.2. 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.

24. Bid Submission:

24.1. 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.

24.2. 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/CPT**.

24.3. Price Bid (BOQ) in provided format shall be submitted only through e-tendering

mode on www.tenderwizard.com/CPT In no case shall filled in Price Bid (BOQ) be submitted in hard copy, as it shall result in rejection of the tender.

- 24.4. 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.
- 24.5. **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.**
- 24.6. Non submission of the original financial instrument towards cost of Tender Document, EMD within the above period leads to disqualification of Bids.
- 24.7. 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.

25. Information Required in the Bid

25.1. **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-4*)
- g) Copy of valid certificate of Registration as Fire Fighting Appliances (FFA) service station issued by Directorate General of Shipping, India shall be furnished along with the tender.
 - (1) 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.
- h) 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-3*) supported by Audited Financial statements for the above three financial years.
- i) Form of Bid duly signed and sealed
- j) Bid document including all addenda/corrigenda
- k) 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.
- l) Copies of GST, PAN, EPF and ESI registration
- m) Documentary proof for MSME registration, if applicable

n) A declaration to the effect that (vide *Annexure –5 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.

o) Details of litigation history, blacklisting etc. of the Bidder, if any

p) Bank information for e- Payment system as per Annexure- 7.

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

26. List of Documents to be submitted:

26.1. 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 *Annexure- 4 to7*, 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) Copy of valid certificate of Registration as Fire Fighting Appliances (FFA) service station issued by Directorate General of Shipping, India shall be furnished along with the tender.
- (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

26.2. List of documents should be submitted in original on or before the last date and time of submission of tender.

- (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 on or before the last date and time for submission of bids will make the tender liable for rejection.

26.3. Part II: Financial Bid: Tenderers shall submit the BOQ/ Price Schedule in the online portal www.tenderwizard.com/CPT only. Otherwise, the tender will be rejected.

26.4. 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.

27. Deadline for Submission of the Bids:

27.1. 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.

28. Late Bids: Any Bid received by the Employer after the Bid due date will be returned unopened to the Bidder.

29. Bid Opening – Technical Bid:

29.1. Technical Bid: Original Documents as mentioned at Clause 26.2 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.

29.2. Technical Bid shall be opened in the online Portal, www.tenderwizard.com/CPT on the date and time fixed for tender opening.

30. Bid Opening – Financial Bid:

30.1. 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/CPT on the date and time intimated for opening of Price Bid.

31. 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.

32. Examination of Bids and Determination of Responsiveness:

32.1. Prior to detailed evaluation of Bids, Cochin Port will determine whether each Bid

- (a) Meets the Minimum Eligibility Criteria defined in Clause 11.
- (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

32.2. 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.

33. 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.**
- 34. Alteration of tender documents:**
- 34.1. 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.
- 35. 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.
- 36. 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 11, and
 - (ii) Qualified in accordance with the provisions of Clause 11.
- 37. Completion/Delivery Period of contract:** The complete work and issuance of certificate connected with the "Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)" shall be completed within **30 days from the date of LoA/Work Order.**
38. 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").
- 38.1. 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 39.
- 39. Performance Security / Security Deposit:**
- 39.1. The successful bidder is required to submit Security Deposit within 07 days from the date 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-9 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.

39.2. 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.

39.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 45 days from the date of LOA/Work order.

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

40. Sanctions for Violations:

40.1. 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.

40.2. 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.

40.3. 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.

40.4. 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.

- 40.5. 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.
41. **Signing of Agreement:**
- 41.1. The successful tenderer will be required to execute an Agreement at his expense within 14 days from the date of Letter of Acceptance (LoA)/Work Order, on proper value Kerala State Stamp Paper(Rs.200/-) in the prescribed form as per Annexure-8. 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.
42. **Fraud and Corrupt Practices:**
- 42.1. 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.
- 42.2. 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.
43. **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.25.1 (c) of Instruction to Tenderer	Letter of submission as per Annexure-I	
4	Cl.No.25.1 (d) of Instruction to Tenderer	Power of Attorney duly authenticated by Notary Public as per Annexure-2	
5	Clause 25.1. (i)	Form of Bid duly filled and signed as per Annexure-6.	
9	Cl.No.11 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-3 along with audited financial statements.	
11	Clause 25.1. (f)	Organisation Details of the Tenderer as per Annexure -4	
13	Clause 25.1. (n)	Declaration as per Annexure-5	
14	Clause 25.1. (p)	Format for Furnishing Bank information for e-payment as Annexure-7	
15	Cl.No.26.1 of Instruction to Tenderer(x)	Tender document duly filled in except Price Schedule and addendum, duly signed and stamped.	
16	Cl.No.25.1 (k) 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.25.1 (l) of Instruction to Tenderer	Documents in support of PAN,GST, EPF, ESI Registration if applicable. If not applicable, an undertaking to this effect should be furnished by the bidder.	
18	Cl.No.25.1 (m) of Instruction to Tenderer	Documentary Proof of MSME/NSIC registration, if applicable	
19	Cl.No.25.1 (o) of Instruction to Tenderer	Detailed information regarding current litigation, if any, in which the tenderer is currently involved.	
20	Clause 16 of Instruction to bidders	Confirmation that the Tenderer has quoted their prices for the single line item of Price schedule (BOQ) as applicable.	
21	Clause 25.1(g) of Instruction to bidders	Copy of valid certificate of Registration as Fire Fighting Appliances (FFA) service station issued by Directorate General of Shipping, India.	

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	25
2	2	Proforma of Power-of-Attorney / Letter of Authority Annexure- 2	26
4	3	Statement of Average Annual Financial Turnover Annexure -3	27
6	4	Organization Details Annexure-4	28
8	5	Declaration , Annexure-5	29
9	6	Form of bid , Annexure- 6	30
11	7	Format for Furnishing Bank information for e-payment Annexure -7	33
12	8	Form of Agreement Annexure- 8	34
13	9	Proforma of Bank Guarantee for Performance Guarantee/ Security Deposit Annexure- 9	36
14	10	Format of No Claim Certificate Annexure -10	38

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: tender for the **“Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”**.

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) Statement duly certified by Chartered Accountant showing Average Annual Financial Turnover during the last 3 Financial years ending 31-03-2022 (Annexure-3)
- (vi) Audited Financial Statements for the last three financial years ending 31-03-2022.
- (vii) Organization Details (Annexure-4)
- (viii) Declaration (Annexure –5)
- (ix) Form of Bid (Annexure-6)
- (x) Bank Information of the Bidder (Annexure-7)

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 Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)” (Tender **No.** MD/MES/TECH/153/2023). 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

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-4**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

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-6

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 “Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”

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.

MEMORANDUM

- a) General description of work : “Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”
- b) Estimated Amount put to Tender. : **Rs. 5,75,000** excluding GST
- b) Earnest Money : **Rs.11,500/--** (Rupees Eleven Thousand Five Hundred 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 : **All works and issuance of certificate connected with the “Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)” should be completed within 30 days from the date 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-7**COCHIN PORT AUTHORITY**

“Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”

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

Annexure-08

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 “Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)” 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 Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)” 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 override 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-9

**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 II

GENERAL CONDITIONS OF CONTRACT

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:
 - 1.1."Employer/Cochin Port Authority /CoPA" means Board of Trustees of Cochin Port, a body corporate under the Major Port Authority Act 2021”, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Deputy Conservator or any other officers so nominated by the Board.
 - 1.2."Contractor/Supplier" means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Authority and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
 - 1.3."Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, Schedules, Annexure etc., any amendments thereto, Tender, Letter of Acceptance and the Contract Agreement.
 - 1.4."Contract Price" means the total sum of money to be paid by the Cochin Port Authority to the contractor/supplier on timely completion of the contract, including payment for additional quantity of material (if any), as per agreed terms and conditions of Contract, excluding taxes and duties to be paid to State or Central Government.
 - 1.5."Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Cochin Port Authority .
 - 1.6.The "Schedule" shall mean the Schedule(s) attached to the tender document.
 - 1.7.The "Drawings" shall mean the drawing(s), issued along with the tender document, drawing(s) submitted by the contractor/along with his tender duly signed by him and approved by the Deputy Conservator, all other drawings furnished by the contractor/suppliers or by the Deputy Conservator in accordance with the contract conditions.
 - 1.8.“Trials" and "Tests" shall mean such trials and tests as are provided for in the conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘Cochin Port Authority ’.
 - 1.9."Approved" or "Approval" shall mean approval in writing.
 - 1.10. "Month" shall mean English Calendar Month.
 - 1.11. “Day” shall mean English Calendar Day.
 - 1.12. “Completion” means the fulfilment of the completion of work/ services as per the LOA in accordance with the terms and conditions set forth in the contract.
 - 1.13. “Tender” means the offer of the contractor along with all other relevant documents as referred to in the contract.
2. The specification given is only intended to cover the principal requirements and is not to be taken as complete in details. The equipment/material should be complete in all respect as per Port’s requirements and to be commissioned/supplied to the entire satisfaction of the Deputy Conservator or his authorised Officers.
3. The quoted price shall be exclusive of all taxes and duties. The offer shall also include other charges such as packing, forwarding, freight, transit insurance etc if any for delivery, commissioning and handing over of the items to Cochin Port Authority after completing the entire work.
4. . The price shall be quoted in the prescribed format in the Price Schedule (BOQ). Statements such as "all taxes and duties applicable will be extra" should be avoided.

Cochin Port Authority does not have any concessional forms, such as 'C' and 'D' forms. The rates quoted should be firm without any price variation clauses.

5. 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 Cochin Port Authority under any circumstances.
6. The Contractor shall be deemed to have carefully examined the general conditions of contract, technical specifications, and form of tender and informed himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of work and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
7. Extension of time: If at any time during performance of the contract, the contractor should encounter conditions impeding timely completion of services, the contractor shall promptly notify the Cochin Port Authority in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the contractor's notice, the Cochin Port Authority 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.
8. Force Majeure: Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given by Fax/e-mail addressed to the other party within 10 working days of its occurrence. This Fax/e-mail shall be confirmed by letter dispatched within 4 week along with a certificate from the relevant Chamber of Commerce, confirming the existence of the circumstance of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), Cochin Port Authority may cancel the contract, subject to the consent of the contractor/ Supplier, at no charge to Cochin Port Authority .
9. CoPA's Equipments /Materials transporting from the vessel to outside and back to the vessel by the contractor shall be at his own cost and risk and the Port will no way be responsible for the loss/damages to the items.
10. Indemnify against Accident and Damage: The Contractor/Supplier shall be held liable and responsible for all accidents or damages to the equipment/material during the service as per the scope of work, from whatsoever cause arising, and chargeable for anything that may be lost, stolen, damaged, removed or destroyed at any time till the equipment/material is accepted by the Cochin Port Authority . The contractor /Supplier shall also be held responsible and guaranteed to make good any damage to or defects in the said equipment/material or any portion thereof due to materials, workmanship or design which appear or become known before the expiry of the guarantee period notwithstanding that such damage / defect might not have been discovered during the tests or trials or that payment may wholly or partially have been made or that the equipment/material have been approved earlier as properly completed. Such approval by Cochin Port Authority shall not affect or prejudice the right of the Board of Trustees

- of Cochin Port Authority against the contractor/ supplier or be considered conclusive as to the sufficiency of such equipment/material .
11. Responsibility for completeness: Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary for the equipment/material, are to be provided by the contractor/ supplier without extra charge and the equipment/material must be complete in all details.
 12. Work on Sundays and Holidays: No work/delivery of equipment/materials shall be carried out on Sundays and other Port holidays and beyond working hours on working days without the sanction in writing of the officer concerned. The working hours of the Port vessel GHDNS is from 6:00 AM to 10:00 PM on all week days.
 13. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the contractor/Supplier to the Senior Deputy Materials Manager for his information.
 14. Governing Law: The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in special conditions of contract.
 15. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
 16. **Termination:** The Contract shall be terminated under following circumstances:
 - 16.1. Termination for Default: The Cochin Port Authority , 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:
 - 16.2. If the contractor fails to complete the work and issue the certificate within the period specified in the Contract, or within the any extensions granted by the Cochin Port Authority pursuant to Clause 7 above.
 - 16.3. If the contractor fails to perform any other obligation under the contract
 - 16.4. If the contractor, in the judgment of the Cochin Port Authority has engaged in fraud and corruption, in competing for or in executing the contract.
 - 16.5. Termination for Insolvency: The Cochin Port Authority 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 Cochin Port Authority .
 - 16.6. Termination for Convenience: Cochin Port Authority , 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 Cochin Port Authority's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
 17. **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.
 18. **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.
 19. 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 Authority to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the Cochin Port Authority and the Contactor.

20. All statutory approvals are in the contractor's scope.
21. **Settlement of Dispute:** In the event of any dispute or differences arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations.

SECTION III. SPECIAL CONDITIONS OF CONTRACT**1. General:**

- 1.1 Special Conditions shall be read in conjunction with the General Conditions of Contract, Scope of Work 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 consolidated rates shall be quoted by the bidder, ie all inclusive cost of the labour, material, pressure testing, refilling, transportation, issuance of DG approved certificate and connected works of fixed fire fighting system of CoPA Dredger GHD Nehru Shatabdi excluding GST.
- 2.2 The rate shall be quoted **excluding GST** for a single line item. **The grand total amount quoted 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. One month from the date of issue of LOA/work order.

5. Payment Terms:

- 5.1. 100% payment will be made on completion of all works and after the issuance of DG approved certificate. The invoice shall be addressed to the Deputy Conservator, Cochin Port Authority, Cochin, 682009. Payment will be made within 15 days from the date of receipt invoice at CoPA. The

Invoice shall be duly certified by Chief Engineer of the vessel.

- 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 Engineer in charge of this contract will be Chief Engineer (Marine) GHDNS, CoPA. 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 contact or transaction of any nature whatsoever between the Cochin Port and the Contractor.

SECTION IV. SCOPE OF WORK

The Vessel GHD Nehru Shatabdi is having a fixed CO2 system for the fire fighting in the Engine room. The CO2 fire fighting System consist of 28 numbers of 45 Kg Carbon Di-Oxide (CO2) Cylinders and 4 numbers of Nitrogen (N2) Pilot Cylinders for fire fighting in Engine room. Drawing of the CO2 –Extinguishing Gas System for Engine Room is attached.

Scope of work of this tender is “Ten yearly inspection, servicing and certification of the fixed CO2 fire fighting system of CoPA vessel GHD Nehru Shatabdi as per the statutory requirement (DG Shipping Engineering Circular No.1 of 2022)”. Since the vessel is built on 1992 and the cylinders were last pressure tested in 2007, all the cylinders shall be pressure tested as per the DG’ circular.



NEHRU SHATABDI


INSTRUCTION PLATE

WARNING PLATE

CO₂ - EXTINGUISHING GAS SYSTEM
FOR ENGINE ROOM - 28 CYLINDERS

IN CASE OF FIRE

1. OPEN DOOR AND PRE-ALARM WILL SOUND
2. CHECK IF FANS HAVE SHUT DOWN
3. ENSURE ALL PERSONNEL VACATE THE SPACE
4. CLOSE DOORS AND VENTS
5. OPEN N₂-CYLINDER
6. OPEN PILOT VALVES TO OPEN CO₂ MAIN VALVE AND CO₂ BATTERY.



Ajax Fire Protection
 Cruquiusweg 118 1019 AK Amsterdam-Holland phone +31 20 554001 telex 14311

WARNING

In case of fire alarm or flooding of extinguishing gas evacuate this room as soon as possible.
DANGER OF SUFFOCATION
 This room may only be entered after having it ventilated thoroughly.

WAARSCHUWING

Bij brandalarm of uitstromen van blusgas dient deze ruimte direct te worden verlaten.
VERSTIKKINGSGEVAAR
 De ruimte mag pas betreden worden nadat deze degelijk gelucht is.

WARNUNG

Bei Brandalarm oder Ausströmen von Löschgas den Raum sofort verlassen.
ERSTICKUNGS GEFÄHR
 Der Raum darf erst nach gründlicher Durchlüftung wieder betreten werden.

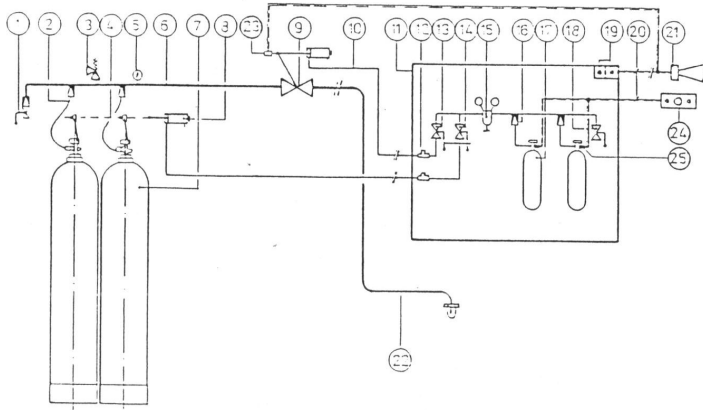


AJAX FIRE PROTECTION
 CRUQUIUSWEG 118, 1019 AK AMSTERDAM-HOLLAND / PHONE +31 20 554 001 / FAX +31 20 663 204 / A1 TELX 10148 -43 NL



NEHRU SHATABDI

DIAGRAM CO2 INSTALLATION FOR THE ENGINE ROOM



CYLINDER TYPE : 67-250-755

Contents	:	67.5 ltr
Empty weight	:	73 kg
Filling degree	:	0.67 kg/ltr
Filling weight	:	45 kg
Total weight full	:	± 118 kg
# of cylinders	:	28
Test pressure	:	250 kgf/cm ²
Max. system pressure	:	167 kgf/cm ²
Volume engine room	:	1750 m ³
Required amount of CO2	:	1750 * 940 * 1/0.56 = 1250 kg

SECTION V - BILL OF QUANTITIES (Price Schedule)

(Attached separately)

While quoting the rates for the line item in the BOQ, the details indicated in Instructions to the bidder and Scope of work shall be considered examined.