



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

COCHIN PORT AUTHORITY

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Tender Document

Supply, Manning, Operation and Maintenance of One number Pilot Launch with Steel Hull on hire basis for a period of Seven years to Cochin Port Authority.

**Office of the Chief Mechanical Engineer
Cochin Port Authority
Willingdon Island, Cochin, 682009
Kerala, India**

Tender Document for “Supply, Manning, Operation and Maintenance of One number Pilot Launch with Steel Hull on hire basis for a period of seven years to Cochin Port Authority”.

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Office of the Chief Mechanical Engineer
Cochin Port Authority
Cochin, 682009

No. E/T-7/Pilot Launch Hire/2023-M

Dated: 04.09.2023

NOTICE INVITING TENDER

1. Tenders are invited through Government e- Market Place (GeM Portal) in Single Stage Two Cover bidding procedure (Technical Bid and Financial Bid), by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, from reputed firms meeting the Minimum Qualification Criteria specified below for “Supply, Manning, Operation and Maintenance of one number Pilot Launch with Steel Hull on hire basis for a period of Seven years to Cochin Port Authority”. Tenderers, desirous to participate in the Tender are requested to submit their tenders through GeM Portal.
2. **Minimum Qualification Criteria (MQC):** Tenderer shall fulfill the following minimum qualifying criteria to prove the previous experience and submit the documents in support thereof:
 - 2.1. **Experience:** The tenderer should have experience in Operation of Pilot Launch / Mooring Launch / Tugs / River Sea Vessels / Other Floating Crafts for a minimum period of 2 years during the last seven years as on 31.08.2023 in Major Ports / Minor Ports / Defence Forces / SCI / Govt organizations / Private organizations. Tenderer should submit copy of Work Order and satisfactory Completion Certificate from the Client as proof.
 - 2.1.1. One similar completed work costing not less than Rs. 1,00,32,000/-.
OR
 - 2.1.2. Two similar completed works, each costing not less than Rs. 62,70,000/-.
OR
 - 2.1.3. Three similar completed works, each costing not less than Rs. 50,16,000/-.
 - 2.2. “Similar works” means “Operation of Pilot Launch / Mooring Launch / Tugs / River Sea Vessels / Other Floating Crafts.”
 - 2.3. The details for experience shall be furnished as per Annexure-3 of the tender document. Self-attested / notarized copy of work order and work completion certificate issued by the Client shall be submitted along with the tender. The experience for having carried out the work under subcontract to the main contractor will also be considered.
 - 2.4. **Financial Turnover:** Average annual financial turnover of the tenderer shall be at least Rs. 37,62,000/- during the last three financial years, ending 31.03.2023 (2020-21, 2021-22 and 2022 -23).
 - 2.5. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover over for the last three financial years ending 31.03.2023 (2020-21, 2021-22 and 2022-23) shall be submitted along with the tender.
 - 2.6. The Pilot Launch proposed to be supplied shall be certified by Classification Society which is an IACS Member.
 - 2.7. At the time of submission of bid,

- 2.7.1. The tenderer should own the offered Pilot Launch for providing service at Cochin Port. The tenderer shall furnish self-attested / notarized copy of Certificate of Registration of the offered Pilot Launch issued by relevant authority along with the tender. OR
- 2.7.2. The tenderer shall construct a new Pilot Launch / purchase an existing Pilot Launch from elsewhere and supply the Pilot Launch within a period of three months from the date of issue of LoA. The tenderer shall furnish self attested / notarized copy of agreement / MOU with the builder of the Pilot Launch / owner of an existing Pilot Launch. In addition to this the contractor shall also submit progress reports from the Shipyard / Yard every month on the progress of the works and proposed completion of Pilot Launch to ensure that the Pilot Launch will be constructed and delivered within three months from the date of LoA. Cochin Port reserves the right to appoint any independent agency / person to inspect, verify and certify the progress of construction of Pilot Launch. In case the contract is terminated, the Security Deposit paid by the successful Bidder will be forfeited. Further Cochin Port officials may inspect the construction activity and if progress is not satisfactory, then Cochin Port reserves the right to terminate contract even before three months from the date of LoA. Alternatively if the progress is satisfactory and the construction / completion of Pilot Launch needs additional time beyond the scheduled delivery period of three months and if the Classification Society viz. IACS member / DG Shipping certify that additional items / works needs to be carried out as per their statutory requirements, then a further period of maximum three months extension for construction / completion will be allowed based on merits and subject to discretion of Cochin Port Authority. No further extension will be given and the Security Deposit will get forfeited. If the supply of new / existing Pilot Launch is delayed, alternate Pilot Launch of same or better specifications / capacity shall be supplied till the new Pilot Launch of RSV Type 4 is supplied. This shall be furnished as an undertaking with an agreement with owner of the Pilot Launch that he will not withdraw the supply of Pilot Launch till the extended period during which alternate Pilot Launch / Boat can be supplied.
- 2.8. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1

Year before	Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

- 2.9. Experience certificates of works executed in private sectors / organizations shall be considered on submission of Form 26 AS.
- 2.10. Performance / Completion Certificate shall be submitted in support of the Minimum Qualification Criteria. In the case of ongoing / running contracts, if the value of the completed portion of the contract meets the Minimum Qualification Criteria mentioned at Condition No. 2 above, the same will be considered for evaluation.
3. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
- 3.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
- 3.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
4. Bid information:

Table 2

1	Estimated Cost	Rs. 1,25,40,000/- including GST per year
2	Earnest Money Deposit (Exemption shall be given as per Clause No. 8 below)	Rs. 2,50,800/- (EMD shall be furnished in the form of Account Payee Demand Draft / Banker's Cheque drawn in favor of "FA&CAO, Cochin Port Authority" / Fixed Deposit Receipt / Online payment in an acceptable form safeguarding the purchaser's interest in all respects)
3	Validity period of tender	120 days from the last date for receipt of tenders.
4	Period of Contract	Seven years from the date of commencement of contract.
5	Commencement of the Contract	The contract shall commence within three months from the date of award of contract.

5. 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 GeM Portal.
6. 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 GeM Portal or internet connectivity failures. The bidder has to download Addendums / Amendments / Errata / Replies to the queries of the bidder etc., if any, issued by the Employer, from the website before submission of the bid.
7. Bank details of Cochin Port Authority are as follows: State Bank of India, Cochin Port Trust Branch, IFSC Code: SBIN0006367, Account No. 41401802288.
8. Exemption from the payment of 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 Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017. The tenderers shall furnish a copy of the NSIC / MSME / UAM certificates for the exemption of EMD along with the Technical bid.
9. The bidder shall upload the scanned copy of instruments towards the cost of EMD through GeM Portal along with the technical bid. In the case of MSEs, copy of MSME / NSIC / UAM Registration certificate shall be uploaded along with the tender. Non submission of above documents will make the tender liable for rejection.
10. Independent External Monitor:
 - 10.1. The Employer has appointed the following panel of Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:
 - 10.1.1. Shri. M.J. Joseph, ICAS (Retd.), 37, Da Costa Square, 3rd cross, Cooke Town, Bangalore, 560084, Email: joseph.iem@cochinport.gov.in and
 - 10.1.2. Shri. Punati Sridhar, IFoS (Retd.), 8C, Block-4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangalore, 560102, Email: sridhar.iem@cochinport.gov.in
 - 10.2. The task of the Independent External Monitor (IEM) is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The Monitor shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently. Both the parties accept that the IEM have the right to access all the documents relating to the Project / Bidding, including minutes of meetings. As soon as the IEM notices or has reason to believe that a violation of this Pact has occurred, he will so inform the Authority designated by the Employer. The Bidder accepts that the IEM has the right to access without restriction to all Project documentation of the Employer, including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The IEM shall be under Contractual obligation to treat the information and documents of the Bidder / Subcontractor(s) with confidentiality. The Employer, will provide to the IEM sufficient information about all meetings

among the parties related to the Project provided such meetings could have an impact on the Contractual relations between the parties. The Parties will offer to the IEM, the option to participate in such meetings to him by the Employer / Bidder and, should the occasion arise, submit proposals for correcting problematic situations. The IEM will submit a written report to the designated Authority of Employer within 8 to 10 weeks from the date of reference or intimation. A person signing the IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter. In case of Joint Ventures all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

11. 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.
12. The undersigned reserves the right to reject / cancel / postpone / annul the tenders at any stage of the tender, which will be binding on all bidders.
13. This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.

Sd/-
Chief Mechanical Engineer

INSTRUCTIONS TO TENDERERS

1. Introduction: Tenders are invited through Government e- Market Place (GeM Portal) in Single Stage Two Cover bidding procedure (Technical Bid and Financial Bid), by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, from reputed firms meeting the Minimum Qualification Criteria specified below for “Supply, Manning, Operation and Maintenance of One number Pilot Launch with Steel Hull on hire basis for a period of seven years to Cochin Port Authority”. Tenderers, desirous to participate in the Tender, are requested to submit their tenders through GeM Portal.
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 - 2.3. The details for experience shall be furnished as per Annexure-3 of the tender document. Self-attested / notarized copy of work order and work completion certificate issued by the Client shall be submitted along with the tender. The experience for having carried out the work under subcontract to the main contractor will also be considered.
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needs additional time beyond the scheduled delivery period of three months and if the Classification Society viz. IACS member / DG Shipping certify that additional items / works needs to be carried out as per their statutory requirements, then a further period of maximum three months extension for construction / completion will be allowed based on merits and subject to discretion of Cochin Port Authority. No further extension will be given and the Security Deposit will get forfeited. If the supply of new / existing Pilot Launch is delayed, alternate Pilot Launch of same or better specifications / capacity shall be supplied till the new Pilot Launch of RSV Type 4 boat is supplied. This shall be furnished as an undertaking with an agreement with owner of the Pilot Launch that he will not withdraw the supply of Pilot Launch till the extended period during which alternate Pilot Launch / Boat can be supplied.

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3. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
- 3.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
- 3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
4. The work is to be executed as described in the tender document and in particular in the Technical Specifications, General Conditions, Scope of Work etc.
5. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, scope of work, drawings etc. The bidders shall inspect the site of work with prior appointment with the Engineer-in-Charge of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the site conditions. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly and Cochin Port Authority will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document including addendum / corrigendum, if any within the quoted price.
6. A bidder is advised to read the Tender document carefully, and understand the site conditions. The submission of a bid by the bidder implies that he has read the Tender document 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.

7. 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. If the Employer find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the Employer.
8. 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 bid.
9. Employer will not be liable for any financial obligation in connection with the work until such time the Employer has communicated to the successful bidder in writing his decision to entrust the Work.
10. While evaluating the document, regard would be paid to National Defense and Security considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
11. Any error in description, any omissions there from shall not vitiate the contract and relieve the contractor from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract.
12. The contractor shall be registered under EPF and ESI Act and shall furnish a copy of the Registration certificates. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the contractor's bills.
13. The contractor shall be registered under GST and shall furnish copy of the GST registration certificate.
14. Invitation for Bids: The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification criteria.
15. Site visit: The Bidder, at the Bidder's own responsibility and risk is advised to visit and examine the work site and its surroundings and acquaint himself before submitting the bid.
16. Clarification of the Bidding Documents: The tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the tender document, these shall be sent by mail to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, so as to reach on or before the pre-bid meeting date and time. It is to be noted that no queries, clarifications will be answered after the pre-bid meeting. (Tele-fax No. 91-0484-2666639, Email ID: cme@cochinport.gov.in / joykumar@cochinport.gov.in / satheesan@cochinport.gov.in)
17. Pre-Bid Meeting: A prospective tenderer requiring any clarification of the tender shall submit their queries through e-mail in advance before the pre-bid meeting. The Pre-Bid meeting will be held through Video Conference and the link will be shared to the bidders on their request. The bidders who wish to attend the Pre-bid Meeting may send clarifications through mail to cme@cochinport.gov.in / joykumar@cochinport.gov.in / satheesan@cochinport.gov.in before the Pre bid meeting.
18. Amendment of Bidding Documents: The Chief Mechanical Engineer, Cochin Port Authority shall have the right to 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 GeM Portal as well as in the website of the Cochin Port and CPP Portal. It is the responsibility of the Bidders to download such addenda / corrigenda hosted in the website and upload the same duly signed along with the Bid. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, Cochin Port Authority may, at its discretion, extend the due date for submission of Bid.
19. Eligibility of the Bidder: The firms who meet the Minimum Qualification Criteria are eligible to participate in the Tender.
20. Currency: The price shall be quoted in Indian Rupees.

21. Bid Validity: Bids shall remain valid for a period of 120 days from the date of technical bid opening. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before the expiry of validity period, or make any modification in the terms and conditions of the tender which are not as per the tender conditions, such tenders will be summarily rejected.
22. Bid Security / EMD:
 - 22.1. Each tender should be accompanied along with EMD and shall be furnished in the form of Account Payee Demand Draft / Banker's Cheque drawn in favor of "FA&CAO, Cochin Port Authority" payable at Cochin / Fixed Deposit Receipt / online payment in an acceptable form safeguarding the purchaser's interest in all respects.
 - 22.2. Exemption from the payment of 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 Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017. The tenderers shall furnish a copy of the NSIC / MSME / UAM certificates for the exemption of EMD along with the Technical bid.
 - 22.3. Bid Security / EMD will be forfeited if (a) Bidder withdraws his bid during the period of bid validity (b) Successful bidder fails either to commence the work, within the specified time limit or to sign the Agreement or furnish the required Performance Security within the specified time limit
23. Bid Submission: Bid shall be submitted in prescribed form in two parts: Technical Bid and Financial Bid.
 - 23.1. Part-I, Technical Bid: Technical Bid Documents shall be uploaded in the GeM Portal, and should contain the scanned copies of the following documents.
 - 23.1.1. Bid Security / EMD or relevant certificate for the exemption of EMD.
 - 23.1.2. Letter of Submission as per Annexure-1.
 - 23.1.3. Power of Attorney as per Annexure-2.
 - 23.1.4. Details of Experience as per the format at Annexure-3.
 - 23.1.5. Proof of experience in support of MQC: Self attested / notarized copy of completion certificates of each work issued by the Clients, and work order for the same shall be attached. The certificate shall invariably contain the following among other things: (a) Details of work. (b) The completion cost of the work and (c) Date of commencement and (d) Date of completion of the work.
 - 23.1.6. Annual turnover certificate (A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer for the last three financial years ending 31.03.2023 (2020-21, 2021-22 and 2022- 23).
 - 23.1.7. The tenderer shall submit the full particulars of the offered Launch as per Annexure-4 with supporting documents / drawings etc. along with the tender.
 - 23.1.8. The tenderer have to execute an "Integrity Pact" (IP) as per the format attached in Annexure-5 of this tender document. Integrity pact shall cover the tender throughout its various phases and it would be deemed as a part of the contract. The tenderer should sign and submit the "Integrity Pact" to be executed between the tenderer and Cochin Port Authority along with the tender.
 - 23.1.9. Copies of PAN, GST Registration, EPF and ESI registration shall be furnished.
 - 23.1.10. Declaration as per Annexure-6.
 - 23.1.11. Bank information for e- Payment system as per Annexure-7.
 - 23.1.12. Declaration of Fuel consumption of offered Launch as per Annexure-10.
 - 23.1.13. Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
 - 23.2. Part II: Financial Bid: Tenderers shall submit their offer as per GeM Price Bid.
24. Deadline for Submission of the Bids: Tenders attaching all documents shall be submitted through GeM Portal strictly in accordance with the instructions to the tenderers, terms and conditions of the tender document before the time and the date notified.
25. Technical Bid Opening: The tender will be opened online in the GeM Portal by the Chief

Mechanical Engineer or his representative on the Tender Submission date and time.

26. Price Bid Opening: Price Bid of those bidders found responsive after the Technical bid Evaluation will be opened later.
27. Clarification of Bids: Chief Mechanical Engineer shall ask for clarification / shortfall of documents before technical evaluation of the tenders. 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. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, will result in the rejection of his bid.
28. Examination of Bids and Determination of Responsiveness:
 - 28.1. Prior to the Technical evaluation of Bids, Cochin Port Authority will determine whether each Bid meets the minimum eligibility criteria as defined in Clause No. 2 above has been substantially responsive to the Tender requirements.
 - 28.2. 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 (a) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract (b) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.
 - 28.3. If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
29. Evaluation and Comparison of Bids:
 - 29.1. 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. Employer's decision on this shall be final, conclusive and binding.
 - 29.2. Tenderer has to indicate the all inclusive hire rate of the Launch per day including GST without fuel cost as per GeM Price Bid. Based on the hire rate quoted, CoPA will work out the total hire charge for all seven years and the same will be considered for evaluation of the Tender.
 - 29.3. Fuel Consumption: The tenderer has to specify the maximum fuel (HSD) consumption of the offered Launch per running hour for at least 12 knots speed, in litres (For both Main Engines & Auxiliaries together), during the entire period of seven years separately as per Annexure-10. CoPA will consider quantity of fuel consumed for 6 hrs. of running of the Launch at the above quoted consumption rate per day (for evaluation purpose only) and work out the fuel cost for seven years by considering the rate of the HSD at the market rate applicable to Cochin Port prevailing on 04.09.2023. The total fuel cost thus worked out for seven years will be added to the total hire charges worked out for seven years, for evaluation of the Tender. During the course of deployment of Launch at Cochin Port, if the fuel consumption of the Launch is found above the declared consumption rate per hour indicated in the Price Schedule, the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Cochin Port.
30. Alteration of tender documents: 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.
31. 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.
32. Release of Bid Security / EMD: The Bid Security / EMD of unsuccessful bidder other than L1 will be refunded immediately after opening the Price Bids. The Bid security of L1 Bidder shall be refunded after award of contract and execution of Agreement on payment of Security Deposit".
33. Security Deposit:

- 33.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms: (a) Account Payee Demand Draft from a Commercial Bank in favour of FA&CAO, Cochin Port Authority (b) Fixed Deposit Receipt from a commercial bank (c) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-8 of the tender document, from a Commercial Bank or (d) On-line payment to the Bank Account of Cochin Port Authority.
- 33.2. The Security Deposit shall be 10% of the total contract value.
- 33.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of Contract period.
- 33.4. Cochin Port is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 33.5. In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port upon demand.
- 33.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract.
34. Signing of Agreement: The successful tenderer will be required to execute an Agreement at his expense within 28 days from the date of work order, on Kerala State Stamp Paper of Rs 200/- in the prescribed form as per Annexure-9. 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.
35. Fraud and Corrupt Practices: 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. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 35.1. "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;
- 35.2. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 35.3. “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;
- 35.4. “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
- 35.5. “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.
36. 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 any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

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. “Approved” or “Approval” shall mean approval in writing.
 - 1.2. “Bidder / Tenderer” means the person or persons, firm, Corporation, or Company who submits a Bid / Tender for the subject work.
 - 1.3. “Contractor” means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
 - 1.4. “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - 1.5. “Contract Documents” means the documents listed in the contract agreement, including any amendments thereto.
 - 1.6. “Contract Price” is the price stated in the LoA and thereafter adjusted in accordance with the provisions of the Contract.
 - 1.7. “Chief Mechanical Engineer” means the Chief Mechanical Engineer of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.
 - 1.8. “Day” shall mean English Calendar Day.
 - 1.9. The “Drawings” means the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the Contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the Contractor or by the Chief Mechanical Engineer in accordance with these contract conditions.
 - 1.10. “Employer / Cochin Port Authority / CoPA / Port / Board” means Board of Major Port Authority for Cochin Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Chief Mechanical Engineer or Deputy Conservator or any other officers so nominated by the Board.
 - 1.11. “GCC” mean the General Conditions of Contract.
 - 1.12. “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.
 - 1.13. “Month” means English Calendar Month.
 - 1.14. “Engineer”/ “Officer in-Charge” means Employee of Employer or any other person or firm, nominated by the Employer.
 - 1.15. “Sub-Contractor” means any natural person, private or Government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the contractor, under intimation to the Employer.
 - 1.16. “Specifications” means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be made from time to time, be furnished or approved in writing by the Employer.
 - 1.17. “The Site” shall mean the Cochin Port Harbour and whole of the premises, in or upon which the system or works is or are to be provided, executed, done or carried out.
 - 1.18. The “Schedule” shall mean the schedule or Schedules attached to the specifications.
 - 1.19. “Tender” means the offer of the Contractor along with all other relevant documents as referred to in the contract.

- 1.20. “Trials” and “Tests” shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘Employer’.
2. Period of Contract: The Period of hiring contract shall be for seven years from the date of commencement of contract.
3. Commencement of Service: The Contractor is required to commence the Operational Services within three months from the date of issue of Letter of Acceptance by the Employer. Before commencing the operation of Pilot Launch, the Contractor shall complete the requirements as per GCC Clause Nos. 4 and 5 stated below.
4. Performance Security / Security Deposit:
 - 4.1. The successful bidder is required to submit Security Deposit within 21 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:
 - 4.1.1. Account Payee Demand Draft from a Commercial Bank drawn in favor of FA&CAO, Cochin Port Authority.
 - 4.1.2. Fixed Deposit Receipt from a Commercial bank.
 - 4.1.3. An irrevocable and unconditional Bank Guarantee as per the format enclosed in Annexure-8 of tender, from a Public Sector Bank.
 - 4.1.4. On-line payment to the Bank Account of Cochin Port Authority.
 - 4.2. The Security Deposit shall be 10% of the total contract value.
 - 4.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.
 - 4.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
 - 4.5. In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option for encashment of the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.
 - 4.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor’s calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension.
5. Execution of Agreement: Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the Contractor shall prepare the Agreement as per Annexure-9 attached in the tender, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Authority duly executed on Kerala stamp paper of Rs. 200/- within 28 days from the date of LoA. Signed original of the agreement will be retained by the Cochin Port Authority and the copy of the Agreement will be given to the Contractor.
6. Care and Diligence: The Contractor shall exercise all reasonable care and due diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to Employer for the proper, efficient and timely execution of the contract.
7. Assignment and Sub-letting: The contractor shall not be permitted to sublease / sublet the work nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Employer and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the

provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

8. Personnel:

8.1. The Contractor shall employ the appropriate personnel to carry out the contract. All the Crew and Staff engaged for Manning and Operation should be of Indian Nationality.

8.2. If the Engineer in Charge or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff from his work force stating the reasons, the Contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

9. Insurance:

9.1. The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start date to the end of the contract period for (i) loss of or damage to the Works, Plant, Equipment, Materials and property in connection with the Contract and (ii) personal injury or death.

9.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer in Charge or his nominee for approval before the start date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

9.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from any payments due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

9.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer in Charge or his nominee.

9.5. Both parties shall comply with all conditions of the insurance policies.

10. Contractor to indemnify Board:

10.1. The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

10.1.1. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution of the Contract by the Contractor and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents.

10.1.2. Damage to or loss of any property, real or personal; and

10.1.3. Any loss or damage arising to the Employer by reason of breach of any of the conditions of this Agreement by the Contractor.

10.2. Should Board have to pay any money in respect of any claims or demands in connection with the Contract, the amount so paid and the costs incurred shall be charged to and paid by Contractor and the contractor shall not be at liberty to dispute or question the right of Cochin Port Authority to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

11. Payment Terms: The Contractor shall raise the invoice on monthly basis to the Dy. Conservator of Cochin Port Authority. Payment shall be made at the end of each calendar month, after submission of invoice together with daily check and engine logbook of the Launch to the Deputy Conservator. For this purpose the contractor shall maintain daily deck and engine log books, the format of which should be submitted for approval prior to commencement of the contract. The bill shall be submitted in duplicate. Payment will be made within 30 days from the date of submission of bill clear in all respects.

12. Payment of Taxes and Duties :

12.1. The Contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Work. The Contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a

result of introduction of any law. The contractor is also bound to pay any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties.

12.2. Income Tax Deduction: TDS at the applicable rates will be deducted from the Bills while releasing payment of monthly hire charges.

13. Downtime:

13.1. The Contractor will be allowed a downtime of 15 days in each contractual year for upkeep of the Launch. The full one-year's downtime will be credited at the beginning of each contractual year. However, in order to lay up the Launch for carrying out any maintenance work or repairs or surveys etc. by availing the permissible down time, the Contractor shall take prior permission in writing from the Deputy Conservator. During laying up of Launch by availing down time available at the credit of the Contractor, with prior permission of Employer, hire rates will be paid. The balance down time available at the end of the contractual year will not be carried forward to the next contractual year. Even if un-availed down time is remaining at the credit of the Contractor, if the vessel becomes unavailable for Employers use without taking prior permission of Employer, penalty as per GCC Clause No. 14 will be applicable in all such cases of unavailability.

13.2. The Contractor shall plan the layup of Launch for Dry-docking / Major repairs / Statutory Surveys, in such a way that the Launch shall be available for Employer's use during South West Monsoon season i.e. May to September.

13.3. The Launch shall be required to be ready for operation within half an hour notice of the Employer. Should the Contractor fail to make the Launch ready for use, the entire period for which Launch was idle after the last operation till her coming back for Port operation shall be treated as down time of the Launch.

13.4. For late reporting to duty after one hour from Employers notification for operation, the Launch shall be declared out of commission for the day.

13.5. If the Launch is declared as out of commission due to fault of Contractor for a period or for a day by Deputy Conservator then no charges will be paid for that period or day.

13.6. In the event of any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the Launch due to the fault / negligence of the Contractor, no charges shall be payable .

14. Penalty:

14.1. If the Launch is not available for the use of Employer, penalty will be levied from the date and time of such unavailability in addition to nonpayment of hire charges, in the following manner :

14.1.1. Up to 14 days from the time and date of such non-availability, 15% of hire charges per day or part thereof on pro-rata basis.

14.1.2. From 15 days to 21 days from the time and date of such non-availability, 30% of hire charges per day or part thereof on pro-rata basis.

14.1.3. Beyond 21 days from the time and date of such non-availability, 50% of hire charges per day or part thereof on pro-rata basis.

14.2. In case the offered Launch become un-available for operation, then a sister Launch or substitute Launch with similar / better specification and satisfying the age criteria stipulated for offered Launch, shall be provided as a replacement by the contractor, at no extra charge to the Employer, within 30 days from the time and date the offered Launch become unavailable. The Contractor can deploy the replacement Launch for maximum period up to 180 days from the time and date the offered Launch is unavailable. If the fuel consumption of the substitute Launch is more than that of the offered Launch, the Employer shall have power to recover the extra cost incurred on account of the excess fuel consumption from the contractor's monthly bills. If the contractor has not deployed the replacement Launch within 30 days from the time and date the offered Launch become unavailable for use or although the contractor has deployed the replacement Launch in the specified period but offered Launch is not brought back for operation within 180 days from the time and date the offered Launch become unavailable, the contract is liable to be terminated at the discretion of the Employer.

- 14.3. In case of termination, the downtime available at the credit of the contractor will lapse and penalty as above shall apply. The BG shall be encashed, as per Clause No. 4.5 of GCC.
- 14.4. In case the speed of the Launch as determined in the acceptance trials or during the contract period falls below 12 knots as specified in the tender, the Employer shall have power to deduct an amount equivalent to 5% of daily hire charges for every 1 knot or part thereof of reduced speed. However, if the speed of the Launch falls below 10 knots, CoPA reserves the right to terminate the contract.
15. Pollution Damage: Contractor shall be liable for pollution damage and the cost of cleanup which has caused by the Launch (supplied by the Contractor under the agreement to the Port), and/or the Contractor's personnel by willful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from any source whatsoever.
16. Fuel Consumption: During the course of deployment of Launch at Cochin Port, if the fuel consumption of the Launch is found above the declared consumption per hour at full load (at 100% MCR of Engines), the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Cochin Port.
17. Liquidated Damages:
- 17.1. Except as provided under GCC Clause No. 18 (Force Majeure) and GCC Clause No. 19 (Extension of Delivery Period), if the Contractor fails to deliver the offered Launch / substituted Launch in all respects within 3 months from the date of issuance of Letter of Acceptance by the Employer as specified in the contract, the Employer may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to Rs. 34,400/- per day until actual delivery or performance up to a maximum period of 15 days, after which the Contract shall be liable to be terminated pursuant to GCC Clause No. 20 (Termination of Contract) and Performance Guarantee forfeited.
- 17.2. The Liquidated Damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Major Port Authority for Cochin Port shall have power to deduct such sum or sums from the money due to the Contractor. No variation made in the scope of contract shall be of any excuse for delay in delivery of the Launch nor prevent the deduction of the said liquidated damages, unless an extension of the delivery period shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid / deducted as above shall not relieve the Contractor from the obligation to deliver the Launch or from other obligations and liabilities under the contract. In such events as when the Contractor is unable to deliver the Launch for the reasons not attributable to him, he shall apply for grant of extension of completion time within 7 days of such occurrence of event and the Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Cochin Port Authority.
18. Force Majeure:
- 18.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.
- 18.2. The term Force Majeure shall mean acts of God, war, riot, sabotage and acts and regulations of Government of India, State Government or any local Government / Authority.
- 18.3. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so is liable to be denied of the exemption under Force Majeure.
- 18.4. Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

- 18.5. The decision of the Employer shall be final and binding in this regard.
- 18.6. Notwithstanding with anything contained therein above the total contract period as stipulated in GCC Clause No. 2 will no way be enhanced by way of operation of the clause.
- 18.7. However, should such a delay even if due to reason of Force Majeure be protracted for more than three months, the Employer reserves the right to cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favour.
19. Extension of Delivery period:
- 19.1. If at any time during performance of the contract, the contractor or its sub contractors should encounter conditions impeding timely delivery of the goods or completion of related services, pursuant to GCC Clause No. 3, the contractor shall promptly notify the employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.
- 19.2. Except in case of Force Majeure, as provided under GCC Clause No. 18, a delay by the contractor in the performance of its delivery and completion of obligations shall render the contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause No. 17, unless an extension of time is agreed upon, pursuant to this clause.
20. Termination of Contract:
- 20.1. The Employer reserves the right to terminate the contract by giving 45 days notice to the Contractor, in case of a breach of agreement.
- 20.2. The Employer reserves the right to terminate the contract by giving 45 days notice to the Contractor, if the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.
- 20.3. The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.
- 20.4. If the Launch remain unavailable for a period of more than 30 days in any continuous spell during the contract period and thereby rendering the Launch inoperative for the purpose of deployment then the Employer shall have the full power to terminate the contract.
- 20.5. During the contract period, if the performance of the Launch in the manner in which they are operated is found to be unsatisfactory or if the contractor has not deployed the replacement Launch on or before 30th day from the time and date the offered Launch is inoperative / breakdown or although the contractor has deployed the replacement Launch in the specified period but originally offered Launch is not available on or before 180th day from the time and date the replacement Launch is offered, the contract is liable to be terminated by giving one month notice in writing to the contractor, at the discretion of the Employer.
- 20.6. During Pre-acceptance Trials or during the contract period, if the Launch is found to be unusable for operation at Cochin Port, the contract is liable to be terminated without any compensation to the contractor. The decision of Cochin Port Authority in this regard will be final and bind to the contractor.
- 20.7. Employer reserves the right to terminate the contract without assigning any reason by giving 180 days notice in writing by e-mail / Fax / Registered post to the Contractor.
21. Certificates: The Contractor shall comply with all Acts, Regulations and Bye laws related to operation of a Launch in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping / MMD / State Maritime Board for deploying the Launch for service in the port, before the Launch is put into service.
22. Maintenance and Operation of Launch:
- 22.1. The Launch shall during the hire period be for all purposes be at the disposal of the Deputy Conservator. The Contractor shall maintain the Launch, in efficient operating condition and in accordance with good commercial maintenance practice.

- 22.2. The Contractor shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Launch.
- 22.3. If the Deputy Conservator has reason to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew, the Contractors on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.
- 22.4. The Masters of the Launch will carry out all orders of the Deputy Conservator or his representative and the Master and Engineer to keep full and correct logs in English, accessible at all times.
23. Facilities to be provided by Employer:
- 23.1. Fuel and fresh water for operation of Launch will be supplied by Port Authority on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 5 days notice for supply of HSD and one day notice for supply of fresh water to be given. The Launch will be directed to receive the same at the designated berths.
- 23.2. In the event of any difficulty faced by CoPA for supply of fuel the Contractor will be requested to supply the same to the Launch and the cost will be reimbursed at actuals on production of supporting documents.
- 23.3. A Log Book will have to be maintained by the Master or Chief Engineer of the Launch indicating day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the Deputy Conservator or his representative for verification periodically and a daily report to be submitted on the same.
- 23.4. Berthing facility and Shore power supply will be provided by the Employer on free of cost basis, whilst the Launch is on hire.
- 23.5. Apart from the above, no other services including lubricants or fluids shall be provided by the Employer.
24. Contractor's Subordinate Staff and their Conduct:
- 24.1. The Contractor after award of the work shall furnish names and depute qualified personnel having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. The Contractor shall also provide to the satisfaction of the Deputy Conservator sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever, on the opinion of the Deputy Conservator, additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Deputy Conservator.
- 24.2. If and whenever the Contractor's agents, assistant, foremen or other employees shall in the opinion of the Deputy Conservator found guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Deputy Conservator, it is undesirable for administrative or any other reason for such persons to be employed in the work, the Contractor, if so directed by the Deputy Conservator shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.
- 24.3. Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
- 24.4. The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and

prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the Employer of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Deputy Conservator upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the Employer on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

25. The Engineer in Charge for the contract shall be the Senior Marine Engineer, Cochin Port Authority.
26. Settlement of Dispute and Arbitration: (Settlement of Disputes through Conciliation)
 - 26.1. 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.
 - 26.2. In the event of failure of mutual discussions/ negotiations the parties together shall appoint a sole arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Agreement. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by both the parties. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be.
 - 26.3. In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations / Arbitration, then the Chairman of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee / Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/ new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority Cochin Port subject to the delegation of powers.
 - 26.4. The venue of the arbitration shall be at Cochin. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by both the parties.
27. Alternate arrangement: If the supply of new Pilot Launch is delayed and extension granted for further three months as per Clause No. 2.7.2. of NIT / ITT, alternate Pilot Launch of same or better specifications / capacity shall be supplied till the new Pilot Launch of RSV Type 4 boat is supplied. This shall be furnished as an undertaking with an agreement with owner of the Pilot Launch that he will not withdraw the supply of Pilot Launch till the extended period during which alternate Pilot Launch / Boat can be supplied. For the delay in commencement of contract within three months from the date of LoA, LD will be forfeited as per GCC Clause No. 17.
28. Governing law: The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.
29. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.
30. Employees of Board not individually liable: No official or employee of the Board shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

SCOPE OF WORK

1. The contractor's scope include supply, manning, operation and maintenance of one number Pilot Launch with steel hull, as per the broad specification given at Clause No. 2 below, on hire to Cochin Port. The Contractor will be responsible for keeping the Pilot Launch in sea-worthy conditions at all times and maintain the class. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualling, dry docking and repairs, survey etc., shall be to the account of the contractor. During the contract period, Cochin Port Authority will provide berthing facilities, shore power supply when the Launch is berthed at the Wet Basin, fresh water and fuel on Port account.
2. Broad Specification of the Launch:
 - 2.1. The vessel should be capable of carrying out pilotage operations under all weather conditions in Cochin Port waters which extends up to about 12 Nautical Miles from the coast.
 - 2.2. The specification given is only intended to cover the principal requirements and is not to be taken as complete in details. Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge. The Launch should be complete in all respect as per Port's requirements and to be commissioned to the entire satisfaction of the Engineer-in-Charge for this contract or his authorized officers. General arrangement plan and all other relevant technical details of the Launch must be submitted along with the technical bid.
 - 2.2.1. LOA: 15 to 18 Meters approximately.
 - 2.2.2. Beam: 4 to 5 Meters approximately.
 - 2.2.3. Depth: Not less than 2 Meters, should have a freeboard of not less than 1.5m
 - 2.2.4. Draft: Not more than 1.5 Meters (fully loaded condition)
 - 2.2.5. Speed: Minimum 12 Knots in calm sea condition.
 - 2.2.6. Complement: Maximum 10 Persons (including 5 Pilots and manning crew).
 - 2.2.7. Engines: 2 Nos. Marine Diesel engines with matching hydraulic gearbox and twin screw.
 - 2.2.8. Construction: Steel / Aluminium / FRP hull with ship building quality with international colour coding of Red hull and white Steel / FRP / Aluminum superstructure with 'PILOT' painted on the superstructure. The fendering should be adequate to withstand pilot boat operations. There should be adequate deck space for pilots to board and disembark ships.
 - 2.2.9. Design: Hull design should be a proven design for Pilot boat and the GA Plan has to be approved and accepted by CoPA.
 - 2.2.10. Classification: Built and maintained under IRS or any IACS member
 - 2.2.11. Registration: River Sea Vessel type 4 Regulation of M S Act.
 - 2.2.12. Equipment: AIS type A with additional display in Pilot cabin, GPS, Marine VHF – 2 Nos. (one Marine VHF for Pilot cabin and one Marine VHF for Wheel house), Compass, LSA including Float free Life Raft adequate for complement including 5 Pilots and FFA as per rules and one branded marine search light.
 - 2.2.13. Age: Not more than 10 years as on 01.01.2023.
 - 2.2.14. Pilot Accommodation: Air conditioned, in a separate cabin on deck level, with seating for at least 5 Pilots with view in the forward direction, toilet with wash basin, adequate ventilation and a folding table with lighting arrangements, one Marine VHF (Fixed) and AIS display unit.
 - 2.2.15. Endurance: Fuel tank capacity minimum for 12 hours continuous operations at full speed.
3. The mobilization and the de-mobilization of the Launch and the crew are on the account of the contractor.
4. Employer at Port of delivery and the contractor at Port of redelivery to take over and pay for all fuel remaining in the Launch at the Port of delivery / redelivery.
 - 4.1. Joint survey will be carried out by representatives of Employer and Contractor to assess the quantity of fuel on board during every on hire and off hire of the Launch.
 - 4.2. At the time of delivery of Launch, CoPA shall pay the cost of fuel remaining onboard at the IOC rate applicable to CoPA as on the date of takeover of the Launch. At the time of the

- termination of contract, the cost of fuel remaining on board will be recovered from the Contractor's bill at the IOC rate applicable to CoPA as on the date of termination of contract.
5. The Launch shall be primarily used for transportation of Pilots between Cochin Harbour and Pilotage point located about 12 Nautical miles from the Harbour entrance. The Launch shall be available for operation round the clock (24 hours a day) and throughout the contract period. The Launch may be occasionally deployed for the services required by EMPLOYER including but not limited to:
 - 5.1. Towing of other small crafts;
 - 5.2. Salvage operations on emergency situations;
 - 5.3. Any other operation as conventionally performed by Harbour crafts.
 6. In the event the Launch being unable to perform the operations, no hire charges will be paid by the Employer to the Contractor and GCC Clause No. 14 (Penalty) shall apply.
 7. Contractors to provide: Except as otherwise stated in this tender or as may be agreed from time to time, Contractors shall provide and/or pay for all requirements, cost or expenses relating to the Launch, their Master and crew which, without prejudice to the generality shall include but not limiting to :
 - 7.1. Dry docking, repairs and all expenses associated therewith.
 - 7.2. Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Officers and crew including their insurance.
 - 7.3. Deck, cabin and engine room stores.
 - 7.4. All necessary lubricants.
 - 7.5. Adequate No. of Mooring ropes.
 - 7.6. P&I covering wreck removal and various risks and H&M insurance of the Launch.
 - 7.7. All customs or import duties arising in connection with any of the foregoing transactions.
 - 7.8. All taxes duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc, on any purchase made by the Contractor, and/or any penalties imposed by any authorities from time to time.
 - 7.9. Necessary intrinsically safe cables, plugs etc. as the case may be for drawing shore power shall also be supplied by the Contractor.
 8. The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract.
 9. On the date of commencement of the service, the Launch shall have completed all the necessary surveys and be in possession of all valid certificates.
 10. CoPA will not be responsible for any damage suffered by the Launch due to failure of machinery or errors of the Master and crew or any reason whatsoever.
 11. Master of the Launch and all workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
 12. The security of the Launch and the crew will be the responsibility of the Contractor.
 13. The Contractor shall nominate a responsible person, who should be available at Cochin for dealing with the Employer on various matters relating to the contract.
 14. Pre-acceptance Trial:
 - 14.1. All statutory certificates of the launch shall be produced for verification of the Employer.
 - 14.2. The following tests / trials are to be carried out prior to acceptance of the Launch.
 - 14.2.1. The Contractor at his own cost shall arrange for IRS / IACS Surveyor for inspection and trial including speed trials of the boats in the port waters of Cochin Port in the presence of Deputy Conservator or his authorized representatives prior to acceptance.
 - 14.2.2. The speed trial shall be carried out, in calm weather conditions, with full manning crew and officials of CoPA / Class Surveyor, fuel and fresh water.
 - 14.2.3. In case the Launch does not comply with the required specifications, then the Launch shall not be accepted. Expenditure incurred in connection with the trails/tests shall be to the Contractor's account.

**LETTER OF SUBMISSION - COVERING LETTER
(On the Letter Head of the Bidder)**

To

The Chief Mechanical Engineer,
Cochin Port Authority.

Sir,

Sub: Tender for “Supply, Manning, Operation and Maintenance of one number Pilot Launch with Steel Hull on hire basis for a period of seven years to Cochin Port Authority”.

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 project referred above.

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

1. Financial instrument for remittance of EMD or copy of document for EMD exemption.
2. Power of Attorney as per Annexure-2.
3. Experience details for Minimum Eligibility Criteria as per Annexure-3 with supporting documents.
4. Annual Financial Turnover for the last three financial years certified by Chartered Accountant.
5. Particulars of Launch as per Annexure-4.
6. Pre-contract Integrity Pact duly signed as per Annexure-5.
7. Declaration as per Annexure-6.
8. Bank details as per Annexure-7.
9. Declaration of maximum fuel (HSD) consumption in litres per hour for at least 12 knots speed (for both Main Engines & Auxiliaries together of the offered Launch) during the contract period of seven years as per Annexure-10.
10. Copies of PAN, GST Registration, EPF and ESI registration (if applicable).
11. Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.

(Signature of Authorized Signatory)

PROFORMA OF POWER OF ATTORNEY / LETTER OF AUTHORITY

(To be submitted on Non-judicial Stamp Paper of appropriate value, duly notarized)

(In case of company Power of Attorney should be given by all directors appearing in the MoA or should submit the Board Resolution duly signed by CMD / MD of the company which is to be duly notarized. In case of Partnership firms, Power of Attorney should be given by all the partners mentioned in the Partnership Deed which is also to be duly notarized).

To

The Chief Mechanical Engineer,
Cochin Port Authority,
Cochin 682009,
Kerala, India.

Dear Sir,

We ----- (name and address of the bidder) do hereby confirm that Mr./Ms./Messrs ----- (name and address of the person), 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 “Supply, Manning, Operation and Maintenance of one number Pilot Launch with Steel Hull on hire basis for seven years to Cochin Port Authority”.

We confirm 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)

Details of similar works completed by the tenderer during the last seven years ending 31.08.2023

Sl. No.	Details of Work order No. / Agreement No. and date of Work order and Completion certificate	Total Value of Contract in Rs.	Duration of Contract			Owner's Complete address with Tele Fax / Phone / e-mail address of contact person
			Actual date of commencement	Actual date of completion	Total years completed	
1						
2						
3						

Note: Bidder shall enclose the following:

- (i) Self-attested / notarized copies of each Work Order / Agreement issued by the Client.
- (ii) Self-attested / notarized copies of each completion certificate issued by the Client.

Signature of tenderer

TECHNICAL DETAILS OF PILOT LAUNCH OFFERED

SL.NO.	DESCRIPTION	BIDDER'S RESPONSE
A	GENERAL PARTICULARS (ATTACH THE DOCUMENTS IN SUPPORT OF THE INFORMATION PROVIDED)	
1	NAME OF THE LAUNCH	
2	OFFICAL NUMBER	
3	CALL SIGN	
4	GROSS TONNAGE	
5	DAY/MONTH/ YEAR OF BUILT OF THE LAUNCH	
6	FLAG/NATIONALITY	
7	PORT OF REGISTRY	
8	REGISTRATION (MS ACT/RIVER SEA ACT/ INLAND VESSEL ACT)	
9	CLASSIFICATION	
10	HULL MATERIAL	
11	DUE DATE FOR NEXT DOCKING SURVEY	
12	NAME & ADDRESS OF CLIENT(S) USED THE OFFERED LAUNCH EARLIER	
B	TECHNICAL DETAILS (ATTACH GENERAL ARRAGEMENT DRAWINGS AND OEMs MANUALS & LIETRATURES TO SUPPORT THE INFORMATIONS PROVIDED)	
1	LENGTH OVERALL (LOA)	
2	BEAM	
3	DEPTH/FREE BOARD	
4	DRAFT	
5	SPEED (KNOTS)	
6	COMPLEMENT CAPACITY (INDICATE NO. OF MANNING CREW AS PER STATUTORY REQUIREMENT & PERMISSIBLE NO. OF PILOTS SEPARATELY)	
C	MAIN PROPULSION ENGINE PARTICULARS	
1	NO. OF MAIN PROPULSION ENGINES	
2	MAKE/MODEL NO.	
3	BHP PER ENGINE	
4	TYPE OF FUEL OIL	

SL.NO.	DESCRIPTION	BIDDER'S RESPONSE
D	AUXILIARIES	
1	TOTAL NUMBER OF DG SETS ON BOARD	
2	MAKE/MODEL NUMBER	
3	RATING OF DG SET IN KVA	
4	TOTAL LOAD IN KW/Watt	
E	OTHER PARTICULARS	
1	FUEL TANK CAPACITY	
2	FRESH WATER CAPACITY	
3	COMMUNICATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
4	NAVIGATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
5	LSA/FFA (SPECIFY)	
6	FACILITIES IN PILOT ACCOMMODATION	
	-AIR CONDITIONED	
	-SEPARATE CABIN ON DECK LEVEL	
	-SEATING FOR TOTAL FIVE PILOTS	
	-VHF(FIXED)	
	-TOILET WITH WASH BASIN	
	-FOLDING TABLE WITH LIGHTING ARRANGEMENTS	

SIGNATURE OF TENDERER

PRE-CONTRACT INTEGRITY PACT

Tender No. ----- dated -----

Tender Title: Supply, Manning, Operation and Maintenance of one number Pilot Launch with Steel Hull on hire basis for a period of seven years to Cochin Port Authority.

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2023 at _____, India between the Board of Major Port Authority for Cochin Port commonly known as Cochin Port Authority, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin, 682009, represented by its Chief Mechanical Engineer, Sri -----, S/o -----, aged -- years residing at ----- (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. _____ represented by Shri..... Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for ----, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/ or Contractor(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

1. Commitments of the ‘The Principal’

1.1. ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.1.1. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal shall exclude from the process all known prejudiced persons.

1.2. If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this Tender No. ----- regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

2. Commitments of the ‘Bidder/ Contractor’

2.1. The ‘Bidder/ Contractor’ commit themselves to take all measures necessary to prevent corruption. The ‘Bidder/ Contractor’ commit themselves to observe the following principles during participation in the tender process and during the contract execution.

2.1.1. The ‘Bidder/ Contractor’ shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not

legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
- 2.1.3. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- 2.1.4. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
- 2.1.5. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- 2.1.6. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2.2. The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.
3. Disqualification from tender process and exclusion from future contracts
 - 3.1.1. If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to Procurement of Non-consultancy Services put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".
4. Compensation for Damages
 - 4.1. If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
 - 4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.
5. Previous transgression
 - 5.1. Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
 - 5.2. If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
6. Equal treatment of all Bidders/ Contractors/ Subcontractors
 - 6.1. In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
 - 6.2. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

- 6.3. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.
7. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)
- 7.1. If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.
8. Independent External Monitor
- 8.1. The BUYER/ EMPLOYER have appointed the following panel of Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:
- 8.1.1. Shri. M.J. Joseph, ICAS (Retd.), 37, Da Costa Square, 3rd cross, Cooke Town, Bangalore, 560084, Email: joseph.iem@cochinport.gov.in
- 8.1.2. Shri. Punati Sridhar, IFoS (Retd.), 8C, Block-4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangalore, 560102, E-mail id: sridhar.iem@cochinport.gov.in
- 8.2. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 8.3. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to Tender No. ----- and all contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the Head of the Procuring Organization.
- 8.4. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 8.5. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and recuse himself/ herself from that case.
- 8.6. The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 8.7. As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 8.8. The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.9. If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.10. The word 'Monitor' would include both singular and plural.
9. Pact Duration
- 9.1. This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract

has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/determined by the Head of the Procuring Organization.

10. Other provisions

- 10.1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- 10.2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 10.3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 10.5. Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 10.6. In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 10.7. In the event of any dispute between the Principal and the Contractor, in case, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. The fees / expenses on dispute resolution shall be equally shared by both the parties.

For and on behalf of the Principal
(Name of the Officer and Designation)
(Office Seal)

For and on behalf of 'Bidder / Contractor'
(Name of the Officer and Designation)
(Office Seal)

For and on behalf of the Principal

Place
Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

DECLARATION

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

1. 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.
2. 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.
3. 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.

Signature

(Authorized Signatory)

*** Note: Delete whichever is not applicable.**

FORMAT FOR FURNISHING BANK INFORMATION FOR E-PAYMENT

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

Signature of the bidder with seal

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 Major Port Authority for Cochin Port, incorporated by the Major Port Authorities 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 Major Port Authority for Cochin Port, its successors and assigns) having agreed to exempt (Name of the Contractor/s) (hereinafter called the "Contractor") from the demand In consideration of the Board of Major Port Authority for Cochin Port, incorporated by the Major Port Authorities 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 Major Port Authority for Cochin Port, its successors under the terms and conditions of the Contract, vide Chief Mechanical Engineer's letter No. dated -----made between the Contractors and the Board for execution of Bank Guarantee covered under GeM Bid No. ----- dated ----- (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment 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.

We, (Name of Bank and Name of Branch), do hereby 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).

We, (Name of Bank and Name of 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.

We, (Name of Bank and Name of 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 Chief Mechanical Engineer, Cochin Port Authority 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.

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

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

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

We, (Name of Bank and Name of Branch), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- only);

This Bank Guarantee shall be valid up to -----; and

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:

Place:

For (Name of Bank)

(Name)

Signature

FORM OF AGREEMENT

Agreement No. ... of

Agreement for the work of “Supply, Manning, Operation and Maintenance of one number Pilot Launch with Steel Hull on hire basis for a period of seven years to Cochin Port Authority”.

This agreement is made on this day ---- of ----- between the Board of Major Port Authority for Cochin Port commonly known as Cochin Port Authority, a body corporate under the Major Port Authorities Act, 2021 having office at Willingdon Island, Cochin, 682009 represented by its Chief Mechanical Engineer Shri. ----, S/o -----, aged ----- years, residing at ----- (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. ----- represented by Shri. -----, S/o -----, aged --- years, residing at ----- (hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for ----- vide Tender No. -----dated -----and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the tender document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide Work order No. ----- dated-----, issued to the Contractor while accepting their tender.

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

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the “General Conditions of Contract” and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs. ----- (Rupees ----- only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Cochin Port Authority as Performance Security the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office, if the Contractor fail to commence the work specified in, underwritten memorandum or if the Contractor not deposit the full amount of security deposit specified in, underwritten memorandum otherwise the said sum of Rs. ----- shall be retained by the Board as on account of such security deposit as aforesaid.
5. It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement: (a) The Letter of Acceptance (b) Bill of Quantities (c) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to and (d) Replies to Pre-bid queries and amendments issued if any.

MEMORANDUM

- a) General description of work : Supply, Manning, Operation and Maintenance of one number Pilot Launch with Steel Hull on hire basis for a period of seven years to Cochin Port Authority.
- b) Estimated cost : Rs. 1,25,40,000/- including GST.
- c) Earnest Money Deposit : Rs. 2,50,800/-
- d) Security Deposit : 10% of the total contract value.
- e) Time for commencement of service : Three months from the date of LoA.
- f) Contract period : Seven years from the date of commencement of contract.
- h) Schedule, specifications, conditions, drawings etc. : As per the tender document.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s ----- and on behalf of the Board of Major Port Authority for Cochin Port, the CHIEF MECHANICAL ENGINEER has set his hand and seal and common seal of the Board of Major Port Authority for Cochin Port has been hereunto affixed the day and year first written above.

CONTRACTOR

Signed, sealed and delivered

By Shri. ----- M/s -----
(Common Seal of the Firm)

Signed and affixed seal in the presence of :

1. Signature with address :

2. Signature with address :

Signed, sealed and delivered by the Chief Mechanical Engineer,
Cochin Port Authority on behalf of Board of Major Port Authority for Cochin Port

EMPLOYER

Signed and affixed the common seal of Board of Major Port Authority for Cochin Port in the presence of:

1.

2.

Declaration of Fuel consumption of the offered Launch

Particulars	Fuel consumption in litres per hour
Maximum fuel (HSD) consumption in litres per running hour for at least 12 knots speed (for both Main Engines & Auxiliaries together) of the offered Launch during the contract period of seven years.	

Signature
(Authorized Signatory)