



TENDER No. MD/MES/TECH/192/2021

TENDER DOCUMENT

for

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

Tender publication date : 19.05.2021

Down loading of Tender Document: 17.00hrs on 20.05.2021 to 14 00 Hrs on 11.06.2021

Last date of submission of Tender : 14:30 hrs. on 11.06.2021

Techno-Commercial Bid opening: 15:00 hrs. on 11.06.2021

Opening Of The Price Bid : Will be informed later.

Cost of Tender Document / Processing Fee : Rs. 2240/- (non refundable)
(Inclusive of GST)

EMD : NIL

Tender Value : Rs.17,15,000/-

E-Tendering portal : www.Tenderwizard.com/COPT

Office of the Deputy Conservator

Cochin Port Trust,

Cochin – 682 009.

Phone: 91 484 2666417, 2582500, 2582521, 2582377

Fax: 91 484 2666417

e-mail: dc@cochinport.gov.in, bhagavathsing@cochinport.gov.in

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I. E-TENDER NOTICE

- 1.1. Electronic Tenders (e-Tenders) in “Two Cover System” is invited by the Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin -9, e-mail: dc@cochinport.gov.in for the “Fabrication and Supply of Box coolers for GHDNS”.
- 1.2. **Minimum Eligibility Criteria:** Tenderer must fulfill the following minimum qualifying criteria to prove the techno-commercial competence and submit the documents in support thereof: Price bids of those tenderers, who comply with criteria, only shall be considered for opening.
- a. Firms who have satisfactorily completed fabrication/welding/repairs/reconditioning of machinery/equipment/steel structures to their clients during the last 7 years ending 30.04.2021, as follows:
Three numbers of contract works, each single contract costing not less than **Rs 6.86 Lakhs.**

OR

Two numbers of contract works, each single contract costing not less than **Rs.8.57 Lakhs.**

OR

One number of contract work costing not less than **Rs.13.72 Lakhs.**

- b. Average annual financial turnover of the tenderer should not be less than Rs. 5.14 lakhs during the last three (3) years, taken together ending 31st March 2020. The details shall be furnished in Schedule C. Copy of auditor’s report along with balance sheets for the past three years should be enclosed along with the tender.
- 1.3. **Other Eligibility Considerations:** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- 1.4. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from CoPT website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp.
- 1.5. The bids should be uploaded in electronic form only through e-tender portal www.tenderwizard.com/COPT.
- 1.6. Cost of tender document Rs.2240/- (including GST) is to be remitted in the form of Account Payee Demand Draft/Banker’s Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Trust or **payment online.**
Bank Details of Cochin Port Trust are given below:
Name of Bank : State Bank of India
Name of Branch : Cochin Port Trust
IFSC Code : SBIN0006367
Account No : 10601197375
Account Holder’s Name : Cochin Port Trust
- 1.7. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure’s OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid

- Security/EMD, Bid Security Declaration (Annexure -V) shall be furnished online as per the format enclosed. Otherwise, the bids will be rejected.
- 1.8. Proof of payment in original towards Cost of tender document shall be submitted to Dy. Conservator before the scheduled date and time of submission of the bid, failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id dc@cochinport.gov.in or bhagavathsing@cochinport.gov.in at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify receipt of payment as referred in the UTR number, in the Bank account mentioned. If Cost of tender document has not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.
 - 1.9. The Tenderers who are registered with NSIC/MSME are exempted from payment of Tender Fee. Copy of valid NSIC/MSME Registration Certificate as per MSME Act shall be uploaded with the other Documents for availing exemption of Tender cost.
 - 1.10. Scanned copy of instruments towards payment of cost of Tender Document (as mentioned in clause 1.6 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, failing which the bid will be rejected.
 - 1.11. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/COPT from the service provider KEONICS, by paying registration amount of **Rs.1180/-** through online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”. The details of e-tender facilitator is available through Telephone Nos. **080 49352000/ 09605557738**.
 - 1.12. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No. 080-49352000/9605557738
 - 1.13. The tenders shall be submitted “**online**” strictly in accordance with the Instructions to Tenderers and other terms & Conditions given in the tender document. Tender submitted other than online shall not be considered.
 - 1.14. The bidders shall submit scanned copy of all the required documents such as proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/COPT.
 - 1.15. The tender will be received up to the time schedule. Tenders shall be submitted in accordance with the ‘General/special condition, Instruction to Tenderer and scope of work etc as detailed in the Tender document. The Tenders will be opened by the Deputy Conservator, Cochin Port Trust or by an authorized officer, at this office on the same day at **the scheduled time**.
 - 1.16. Only GST and PAN registered vendors will be eligible to participate in the Tender.
 - 1.17. The Tender shall be submitted by an individual/firm or by a Registered Partnership firm or by a Limited Company. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the Tender which must disclose that the firm is duly registered under Indian Partnership Act. If the Tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the Tender the evidence of the authorization. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company. **Joint Venture is not allowed in the Tender.**
 - 1.18. The **time schedule** for various activities in connection with this Tender will be as follows.

Table 1

Sl. No	Description of activity	Venue	Time
1	Tender e-publication date	www.Tenderwizard.com/COPT www.cochinport.gov.in www.eprocure.gov.in/cppp	19 th May 2021
2	Down loading of Tender Document	www.Tenderwizard.com/COPT www.cochinport.gov.in www.eprocure.gov.in/cppp	From 20 st May 2021, 1700 hours to 11 th June 2021, 1400 hrs
3	Last date of submission of bid	Online Submission at: www.Tenderwizard.com/COPT	11 th June 2021, 1430 hours
4	Opening of Techno commercial bid	Online at: www.Tenderwizard.com/COPT	11 th June, 2021, 1500 hours
5	Opening of Price Bid of technically qualified Tenders	Online at: www.Tenderwizard.com/COPT	Will be informed

- 1.19. Preparation and submission of bids: The Documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the online submission of Bid at www.Tenderwizard.com/COPT.
- 1.20. The right of acceptance of Tender will rest with Cochin Port Trust who do not bind themselves to accept the lowest Tender and reserves to themselves the authority to reject any or all of the Tenders received without assigning any reason thereof.
- 1.21. The Tender Document will be available in the e-Tendering Portal. All the schedules in the content sheet should be filled up except price bid. The price schedule should be kept blank. All the pages of the Tender Documents including Price Bid (not filled) shall be signed by the contractor and should upload in e- tendering portal.
- 1.22. The Deputy Conservator or his duly authorized officer will open the E-Tenders online in the presence of intending Tenderers who may be present at the time in person or through their authorized representative. In the event of a Tender being rejected, the earnest money paid with such unaccepted Tender shall be refunded to the Tenderer.
- 1.23. It is obligatory on the part of the Tenderer to sign each and every page of the Tender Document as a token of acceptance of all the conditions mentioned in the Document, while submitting the Tender online.
- 1.24. The Tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Employer reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax or by email. The Tenderers will have an option to refuse the request. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the Tender.
- 1.25. Should any tenderer withdraw his Tender before the period, or make any modification in the terms and conditions of the Tender which are not acceptable to the department and the earnest money deposited by the Tenderer shall be forfeited.
- 1.26. Tenderers should send a letter of authorization with an attested specimen signature of their

- representatives who are deputed by them to be present at the time of opening of the Tenders.
- 1.27. Tenders, which do not fulfill all, or any of the above conditions, or are incomplete in any respect, are liable for summary rejection at any stage before placement of order.
 - 1.28. Canvassing in connection with the Tender is strictly prohibited and Tenders submitted by the contractors who resort to canvassing will be liable for rejection.
 - 1.29. The under signed reserves the right to reject / cancel / postpone any one or all Tenders at any stage of the Tender, which will be binding on all bidders.
 - 1.30. The Tenders containing uncalled remarks or any additional conditions are liable to summary rejection.
 - 1.31. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
 - 1.32. This Tender notice shall form part of the contract.
 - 1.33. Tenderer needs to give an official email id which will be used for the communication
 - 1.34. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of bidders etc., if any, issued by CoPT, from the website before submission of the bid. Any shortfall in submissions of the said Addenda/Amendments/Errata/Replies to the queries of bidders etc., duly signed along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.
 - 1.35. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e

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Deputy Conservator

For and on behalf of
The Board of Trustees of the Port of Cochin.

II. INSTRUCTIONS TO TENDERER

- 2.1. **Scope of Tender:** Electronic Tenders (e-tenders) in two-cover system are invited from eligible Tenderers for “Fabrication and Supply of Box Coolers and Zinc Anodes for GHDNS”. Tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions of Contract, Special Conditions, Scope of Supply and Technical Specification etc as enumerated in this tender document.
- 2.2. **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from Port’s website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp.
- 2.3. **Cost of tender document:** Cost of tender document Rs.2240/- (including GST) is to be remitted in the form of Account Payee Demand Draft/Banker’s Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Trust or **payment online.**
- Bank Details of Cochin Port Trust are given below:
- | | |
|-----------------------|-----------------------|
| Name of Bank | : State Bank of India |
| Name of Branch | : Cochin Port Trust |
| IFSC Code | : SBIN0006367 |
| Account No | : 10601197375 |
| Account Holder’s Name | : Cochin Port Trust |
- 2.4. Proof of payment in original towards Cost of tender document shall be submitted to Dy. Conservator before the scheduled date and time of submission of the bid, failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id dc@cochinport.gov.in or bhagavathsing@cochinport.gov.in at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify receipt of payment as referred in the UTR number, in the Bank account mentioned. If Cost of tender document has not reflected in the Bank account of Cochin Port Trust, the bid will be rejected. Scanned copy of proof of payment shall be uploaded along with the tender.
- 2.5. Tenders without cost of tender document will not be accepted. The Tenderers who are registered with NSIC/MSME are exempted from payment of Tender Fee. Copy of valid NSIC/MSME Registration Certificate as per MSMED Act shall be uploaded with the other Documents for availing exemption of Tender cost.
- 2.6. In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 90 days from the date of submission and opening will be rejected.
- 2.7. Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped on all pages for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed tender documents including price schedule (price schedule should be kept blank) and other documents shall be prepared and scanned PDF or JPEG format such that file size is not more than 5 MB and uploaded in the e-tender portal www.tenderwizard.com/COPT. Any tender not so complete is liable to be rejected.
- 2.8. **Minimum Qualification Criteria (MQC):**
- 2.8.1. **PROVEN TRACK:** Tenderer should have experience in fabrication, welding and repairs of steel structures/ machineries/equipments.
- 2.8.2. The tenderer must fulfil the following minimum qualification criteria to prove the techno-commercial competence and submit the documents support thereof:
- 2.8.3. Firms who have satisfactorily completed fabrication/welding/repairs/reconditioning of machinery/equipment/steel structures to their clients during the last 7 years ending 30.04.2021, as follows:

Three numbers of contract works, each single contract costing not less than **Rs6.86 Lakhs.**

OR

Two numbers of contract works, each single contract costing not less than **Rs.8.57 Lakhs.**

OR

One number of contract work costing not less than **Rs.13.72 Lakhs.**

2.8.4. Copies of work completion certificate and work orders proving MQC stated at above clauses should be submitted along with the tender.

2.8.5. Average annual financial turnover of the tenderer should not be less than Rs.5.14lakhs during the last three (3) years, taken together ending 31st March 2020. The details shall be furnished in Schedule C. Copy of auditor's report along with balance sheets for the past three years should be enclosed along with the tender.

Price bids of those tenderers, who comply with the above criteria, only shall be considered for opening.

2.9. **Validity of Tender:** The tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Cochin Port Trust may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

2.10. **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Trust, for any reason, whether at his own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment.

2.10.1. The amendment in the form of addendum will be published in the CoPT website.

2.10.2. Any amendments issued will be hosted in the website at least 5 days prior to the dates specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued in CoPT website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any, shall be binding on the tenderer.

2.10.3. The Cochin Port Trust may at their discretion extend deadline for the submission of tenders to enable prospective tenderer to take the amendment into account while preparing the tender.

2.11. The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender.

2.12. Power of attorney for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender.

2.13. The tenderer should not submit their offer with any conditions / counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.

2.14. All the documents submitted should be indexed and page numbered

2.15. **EMD:** No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration (**Annexure -V**) shall be furnished (uploaded) as per the format enclosed. Otherwise, the bids will be rejected.

2.16. Submission of Tender:

- 2.16.1. The tender document should be submitted as two separate files in the e-tender Portal; Bid shall be submitted in two parts ie **Part - I: Techno commercial Bid** and **Part - II: Price Bid.Part -1 file** consisting of following documents:
- 2.16.1.1. Tender documents duly filled including blank price schedule, signed and stamped on all pages.
- 2.16.1.2. Copy of supply order/work orders and work completion certificates for proving MQC.
- 2.16.1.3. Copies of profit and loss statement, balance sheets and auditor’s report / annual report for the past 3 years.
- 2.16.1.4. Copies of GST registration certificate and PAN.
- 2.16.1.5. Power of Attorney in favour of person authorized to sign the tender document.
- 2.16.1.6. All schedules A, C, D, E,F and Annexure-I,II, III,IV,V duly filled and signed.
- 2.16.1.7. Copy of proof of payment of cost of tender/MSME certificate
- 2.16.2. The other **file Part -II**, the price bid format (Schedule B) is given as separate file. It should be filled **ON LINE only** by the bidder. The Tenderer shall quote price bid **in Indian Rupees only**. No other currency would be accepted. Any offers received in other currencies will be treated as “Non-Responsive” and will not be considered for further evaluation
- 2.16.3. The tenderers are required to submit both Technical bid & Price bid in ‘**e-tender**’ **mode** only on www.tenderwizard.com/COPT before the due date and time fixed for submission of tender.
- 2.17. **Disclosure/indication of the Price(s) in the Techno- Commercial Bid** shall make the Tender disqualified and will be rejected.
- 2.18. Tenderer should quote one price only for each line item. Declaring price discrimination by showing optional / alternative model or manufacturer may lead to rejection of the complete offer.
- 2.19. Corrections if any should be duly attested by the signature(s) of the tenderer(s) with date.
- 2.20. Cochin Port Trust shall not provide any forms for getting any exemptions from payment of duties and taxes.
- 2.21. Before submitting the tender, the tenderer shall examine all the tender conditions specifications, scope of work etc. in the tender document. The tenderer shall visit the site and get himself acquainted with all necessary data concerning this tender for the purpose of making responsive offer. They shall also study the scope/nature of work/supply before quoting. Any doubt regarding the specifications, scope or any other conditions, shall be discussed with the MES/SE(M)TT, CoPT.
- 2.22. If the Tender is submitted by an individual, it shall be signed, also giving his full name and address. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. A certified copy of the partnership deed shall be attached along with the Tender. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper-power-of attorney authorizing him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause; such power-of-attorney shall be attached with the Tender. In case of a company, a resolution of Board of Company shall be submitted. Power of attorney shall be duly notarized. Photocopy of the old notarized document will not be accepted. The successful bidder shall provide the originally notarized copy for evaluation.

2.23. Opening of Tenders:

- 2.23.1. Techno-commercial Bid will be opened at the above prescribed date and time in the e-tender portal www.tenderwizard.com/COPT. Tenderers can witness the tender opening either direct or by logging in to the e-tender portal at the date and time fixed for tender opening

- 2.23.2. Price Bid of those tenderers who are found qualified after evaluation of techno-commercial bid will be opened “**on-line**”. Date and time of opening of price-bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price –Bid either direct or by logging in to the e-tender portal at the date and time intimated for opening of Price –Bid.
- 2.24. To assist in the examination, evaluation and comparison of tenders, Cochin Port Trust may ask tenderer individually for clarification of their tender.
- 2.25. **Determination of Responsiveness:** The tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. A tender that, in relation to the cost estimate of the Port, is seriously unbalanced may be rejected as non-responsive.
- 2.26. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.
- 2.27. **Evaluation and comparison of tenders:** Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding. **The price comparison and evaluation of tenders will be done on the grand total amount quoted in the price schedule excluding GST, and not for each item.**
- 2.28. **Acceptance of Tender:** Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.
- 2.29. **Language of the tender:** The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Trust shall be in **English language**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

111. GENERAL CONDITIONS OF CONTRACT

- 3.1. 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:
- 3.1.1. "Employer/Cochin Port Trust/CoPT" means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Deputy Conservator or any other officers so nominated by the Board.
- 3.1.2. "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Trust and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3. "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, Schedules, Annexure etc., any amendments thereto, Tender, Letter of Acceptance and the Contract Agreement.
- 3.1.4. **"Contract Price" means the “Grand total” of the sum of amount arrived at by multiplying rate of each line item in the price schedule-B by the quantity of corresponding line item without GST.** The GST as per the prevailing rates will be paid by CoPT additional.

- 3.1.5. "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Cochin Port Trust.
- 3.1.6. The "Schedule" shall mean the Schedule(s) attached to the tender document.
- 3.1.7. The "Drawings" shall mean the drawing(s), issued along with the tender document, drawing(s) submitted by the supplier along with his tender duly signed by him and approved by the Deputy Conservator, all other drawings furnished by the suppliers or by the Deputy Conservator in accordance with the contract conditions.
- 3.1.8. "Trials" and "Tests" shall mean such trials and tests as are provided for in the conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'Cochin Port Trust'.
- 3.1.9. "Approved" or "Approval" shall mean approval in writing.
- 3.1.10. "Month" shall mean English Calendar Month.
- 3.1.11. "Day" shall mean English Calendar Day.
- 3.1.12. "Completion" means the fulfilment of the supply of Equipment/materials/material and related services by the supplier in accordance with the terms and conditions set forth in the contract.
- 3.1.13. "Tender" means the offer of the contractor along with all other relevant documents as referred to in the contract.
- 3.2. The specification given is only intended to cover the principal requirements and is not to be taken as complete in details. The equipment/material should be complete in all respect as per Port's requirements and to be commissioned/supplied to the entire satisfaction of the Deputy Conservator or his authorised Officers.
- 3.3. **The quoted price shall be exclusive of GST as per the price schedule-B**. The offered price should include other charges such as packing, duties, forwarding, freight, transit insurance and transportation, testing etc for fabrication, delivery, and handing over of the items to Cochin Port Trust at CoPT site. The price shall be quoted by filling the prescribed format of Price Schedule **on line only**. (Schedule B). GST if applicable will be paid by CoPT as per prevailing rate. Statements such as "**GST applicable will be extra**" should be avoided. Cochin Port Trust does not have any concessional forms, such as 'C' and 'D' forms. The rates quoted should be firm without any price variation clauses. All information required to arrive at the cost of equipment/material, ready to hand over at Cochin Port Trust should be included in the offer.
- 3.4. Any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Trust under any circumstances.
- 3.5. Supplier to inform himself fully: The supplier shall be deemed to have carefully examined the general conditions of contract, technical specifications, and form of tender and informed himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of supply and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
- 3.6. **Award of Contract:** The Cochin Port Trust shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the lowest evaluated tender. Cochin Port Trust reserves the right to accept the tender.
- 3.7. **Notification of Award:** Prior to expiry of tender validity or extended validity, the Cochin Port Trust shall notify the successful tenderer, in writing, that his tender has been accepted. Until a formal contract is prepared and executed, the notification of award and form of tender shall constitute a binding contract.
- 3.8. **Security Deposit:** The successful tenderer whose Tender may be accepted (hereinafter called the CONTRACTOR) shall furnish a security deposit in respect of this contract @ 3% of the contract price within 15 days from the date of acceptance of work order. All compensation or

other sums of money payable by the Contractor to the Board of Trustees of the Port of Cochin (hereinafter called the Board) under the terms and conditions of the contract may be deducted from the security deposit. GST at applicable rate will be charged on such recovery. The Bank Guarantee/ security deposit furnished shall be valid up to 100 days from the date of receipt of work/supply order. In case of extension of contract period, Bank Guarantee has to be extended for a further period as required by Cochin Port Trust. Any expenditure in this regard will be borne by the contractor/supplier. The security deposit will be refunded after 10 days from the date acceptance of the coolers by MES. The proforma of Bank Guarantee for Security Deposit is appended along with this tender document as Form-I. Bank Guarantee has to be furnished in this format. If the contractor/supplier fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract from Security Deposit/any sums of money due or that may become due to the Supplier. This is without prejudice to the rights of the Port Trust under the terms of this Contract.

- 3.9. **Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 3.10. **TDS under GST Law:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.
- 3.11. **Contract Agreement:** The successful tenderer will be required to execute an agreement at his expense on Two Hundred Rupees (Rs.200/-) Kerala Stamp Paper in the proper departmental format(Form II) for the due and proper fulfilment of the contract, within 25 days from the date of acceptance of purchase/work order. Pending preparation and execution of the contract agreement as above, the tender submitted by the supplier together with Purchase/work Order/Letter of Intent issued by Deputy Conservator, accepting the tender shall constitute a binding contract between Cochin Port Trust and the Supplier/contractor.
- 3.12. **Completion period: One Main Engine cooler (Large size)** fabricated, tested and inspected as per this tender and the Zinc anodes in all shall be supplied within 40 days from the date of acceptance of work/supply order and the balance Three numbers (One Main Engine and Two auxiliary engine coolers) Fabricated, tested and inspected box coolers shall be supplied within the stipulated time of 60 days from the date of acceptance of work/supply order. However the Supplier/contractor should make all efforts to complete the supply as early as possible.
- 3.13. If the contractor fails to deliver the items within the period fixed for such delivery or as extended by CoPT, or at any time repudiates the contract before the expiry of the contract, the Cochin Port Trust may without prejudice to its own rights, either cancel the contract or a portion thereof and have the supply completed without further notice, at the contractor's risk and expenses, as Cochin Port Trust may deem best suited to the interest of the Board. In such case the contractor shall have no claim to compensation for any loss that he may incur in any way and shall not be entitled to any gain on repurchase made against default. He shall be liable for any loss that the Board may sustain on this account
- 3.14. **Extension of time:** If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the goods or completion of related services, pursuant to clause 3.122, the contractor shall promptly notify the Cochin Port Trust in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the contractor's notice, the Cochin Port Trust shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the exertion shall be ratified by the parties by amendment of the contract.
- 3.15. **Insurance:** Materials brought by the supplier to Cochin Port Trust shall preferably be insured at his own cost and the Port will no way be responsible for the loss / damages to the materials in connection with Fabrication/ assembling, testing and transportation etc.

- 3.16. The contractor has to apply for temporary entry passes on to Dy. Commandant, CISF, Cochin Port Trust to enter Cochin Port Trust premises, for the persons and vehicle engaged by him for the inspection of old coolers and transportation to and fro and supply of new coolers to Cochin Port Trust. Required passes shall be issued by The Dy. Commandant, CISF, Cochin Port Trust. The charges for taking entry passes should be in tenderers expense.
- 3.17. If any foreigner is employed by the contractor to work within the Port premises the latter shall ensure that such a foreigner possesses necessary permit if any issued by the concerned civil authority in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner, the Contractor shall be held responsible for the lapse and the Port Trust shall not be liable on any account.
- 3.18. Alterations and Additions: Should any alterations or additions to the supply as specified in the said specifications not involving extra cost to the supplier be considered necessary or expedient by either party and be mutually agreed or in writing, the supplier shall execute the same without any charge beyond the contract price. But if the Port desires any alterations or additions involving extra cost to the Supplier, the Supplier before executing the same, arrive at a mutual agreement regarding the cost and time for such alterations and additions.
- 3.19. EPF and ESI: The contractor shall preferably take necessary registration under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI Scheme.
- 3.20. Rejections and Replacements: All equipment/material and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Cochin Port Trust. Any portion of equipment/material or any of the works done under this contract which may be considered to be defective or unsatisfactory or not in accordance with the said specifications shall be rejected by Cochin Port Trust and shall be replaced to the satisfaction of Cochin Port Trust at the sole expense of the Supplier.
- 3.21. Royalties on Patented Articles: The supplier shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected article on design which shall be used by him in or about the construction of the system and shall at all times indemnify the Board and its officers and agents from all actions, suits, demands and claims, in respect of the said royalties and other sums of money, charges, damages and expenses in any way arising there out or incidental thereto. In other words all intellectual property rights and laws shall be honoured and all liabilities there under including all expenses incidental thereto shall be met by the Supplier who shall be wholly responsible for the same, and the Board of Trustees of Cochin Port Trust not be liable and responsible in any manner.
- 3.22. Indemnify against Accident and Damage: The Supplier shall be held liable and responsible for all accidents or damages to the equipment/material during fabrication, testing, transportation/supply, from whatsoever cause arising, and chargeable for anything that may be lost, stolen, damaged, removed or destroyed at any time till the equipment/material is accepted by the Cochin Port Trust. The Supplier shall also be held responsible and guaranteed to make good any damage to or defects in the said equipment/material or any portion thereof due to materials, workmanship or design which appears or become known before the acceptance by CoPT.
- 3.25. Quality of materials and workmanship: All the equipment/materials, components, accessories etc. used shall be brand new and readily available in the open market. All items offered/used for fabrication of coolers and anodes shall be as per the approval of MES, CoPT or his representative. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions. The supplier shall supply the equipment/material according to the true intent and meaning of the specifications mentioned in the contract and completes the same to the entire satisfaction of the Cochin Port Trust.

- 3.26. Obligation to carry out instructions of MES/Chief Engineer GHDNS: The Contractor shall also satisfy the Port Trust that adequate provision has been made (i) to carry out his instructions fully and with promptitude; (ii) to ensure that parts/materials required to be inspected before use are not used before inspection and (iii) to prevent rejected parts being used in error. Where materials rejected by the Port Trust have been altered, such materials/parts shall be segregated for separate inspection and approval before being used in the work.
- 3.27. Responsibility for completeness: Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary for the equipment/material, are to be provided by the supplier without extra charge and the equipment/material must be complete in all details.
- 3.28. Final Tests & Trials: Before the supply of materials /equipment, the contractor shall offer final tests/trials. He should perform all the tests as required to the entire satisfaction of Cochin Port Trust official. All charges including the cost of materials required for test and trials shall be in the scope of Contractor.
- 3.29. Taking over: When all performance tests called for by the Cochin Port Trust have been successfully carried out, the Material/equipment can be transported to the CoPT premises by the contractor on his own responsibility and expenses and shall be accepted and taken over by Cochin Port Trust. **One Main Engine cooler (Large size)** fabricated, tested and inspected as per this tender and the Zinc anodes in all **shall** be supplied within 40 days from the date of acceptance of work/supply order and the balance Three numbers (One Main Engine and Two auxiliary engine coolers) Fabricated, tested and inspected box coolers shall be supplied within the stipulated time of 60 days from the date of acceptance of work/supply order.
- 3.30. Liability under the Workmen’s Compensation Act: The contractor shall at times indemnify the employer against any claims which may be made under the Workmen’s Compensation Act 1923 or any statutory modification thereof or otherwise for on in respect of any damages or compensation payable in consequences of any accident or injury sustained by any workmen or other person whether in the employment of the contractor or not.
- 3.31. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Cochin Port Trust, without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3.32. 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 Supplier to the Deputy Conservator for his information.
- 3.33. Governing Law: The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in special conditions of contract.
- 3.34. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
- 3.35. **Termination:** The Contract shall be terminated under following circumstances:
- 3.35.1. Termination for Default: The Cochin Port Trust, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
- 3.35.2. If the contractor fails to deliver any or all the equipments within the period specified in the Contract, or within the any extensions granted by the Cochin Port Trust as above.
- 3.35.3. If the contractor fails to perform any other obligation under the contract
- 3.35.4. If the contractor, in the judgment of the Cochin Port Trust has engaged in fraud and corruption, in competing for or in executing the contract.
- 3.36. Termination for Insolvency: The Cochin Port Trust may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise

insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Cochin Port Trust.

- 3.37. Termination for Convenience: Cochin Port Trust, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Trust's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 3.38. Cochin Port Trust's Lien: Cochin Port Trust shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Trust to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the Cochin Port Trust and the Contractor.
- 3.39. All statutory approvals if any are in the contractor's scope.

IV. SPECIAL CONDITIONS

The Special Conditions will override the general conditions of contract wherever they differ.

- 4.1. This tender is for Fabrication and Supply of Box Coolers and anodes for GHDNS. Contract covers Fabrication and supply of two numbers main engine box coolers and two numbers Auxiliary engine Box coolers and supply of 12 numbers Zinc anodes as per specification, material description, drawing and samples to Cochin Port Trust's Dredger, 'GHD Nehru Shatabdi'.
- 4.2. Works detailed in the price schedule comprises of various works connected with fabrication, welding, testing and supply/transportation of box coolers including materials and labour charges.
- 4.3. Tenderers are required to quote the rate for fabrication and supply **(including cost of materials, labour, testing and transportation)** of Two numbers main engine box coolers and Two numbers Auxiliary engine Box coolers and 12Nos Zinc anodes to Cochin Port Trust's Dredger, GHD Nehru Shatabdi as per Price Schedule –B. The rates shall be quoted as per the **price schedule–B** excluding GST for each line item. **The grand total amount quoted for four numbers coolers and 12Nos Anodes excluding GST will be taken for price evaluation.** Incomplete price schedule will not be considered for evaluation. The GST as applicable will be paid by CoPT on submission of original invoice, after the supply of complete items mentioned in the work/supply order.
- 4.4. The contractor has to carry out all necessary Fabrication, welding and connected works, including materials, handling, Pressure Testing **at contractors' site** and transporting of coolers and anodes to CoPT premises. CoPT will provide **cranes/lifting equipment on free of cost** for loading/unloading the spare coolers and new coolers into/from the contractors' vehicle only in **CoPT premises**.
- 4.5. The contractor can take the spare/used coolers to his work shop after getting work order as sample/reference for fabrication of new coolers and return back the same along with the newly fabricated coolers at his own cost and risk. In such situation, the contractor will be responsible for the safe custody of coolers taken to their workshop and responsible for the loss / damages caused to that. The contractor is liable for the payment towards damage/loss, as per the cost assessed by CoPT. The contractor shall compensate for the loss / damages, if any, caused during this period.

- 4.6. The Contractor himself has to ascertain the labour situation and trade union problems prevailing at the site and is liable to sort out the problems at his own risk so as not to affect the work.
- 4.7. The Contractor shall preferably be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme.
- 4.8. All materials and consumables required for fabrication and pressure testing of coolers and transportation charges and labor charges shall be in the scope of the contractor and cost of same also should be included in the quoted rate.
- 4.9. Scope of work includes Cost of materials, fabrication, testing, transportation to Port premises, and loading and unloading charges etc.
- 4.10. Delivery period: The items as per the tender and technical specification shall be successfully handed over to CoPT at our site by the supplier/contractor as per the schedule mentioned in the clause 3.29.
- 4.12. **Payment Terms:** 100% payment shall be made on receipt of all materials as per the work order at Cochin Port Trust site and after acceptance of same and certification of final invoice by MES, CoPT. Income Tax will be deducted at prevailing rates.
- 4.13 The invoices/Bills shall be addressed to the Deputy Conservator, Cochin Port Trust, Cochin, 682003.

5. SCOPE OF WORK AND TECHNICAL SPECIFICATION

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

- 5.1. This tender is for **fabrication, testing and supply of Two numbers main engine box coolers and Two numbers Auxiliary engine Box coolers and Twelve numbers Zinc anodes** to Cochin Port Trust's Dredger, 'GHD Nehru Shatabdi, as per specification, material description, drawing and samples'. **The rates shall be quoted as per the price schedule excluding GST. The grand total amount quoted for four numbers coolers and twelve numbers Zinc anodes excluding GST will be taken for price evaluation.** Incomplete price schedule will not be considered for evaluation.
- 5.2. All materials charges, cost of consumables required for fabrication and testing of coolers, transportation charges and labor charges shall be in the scope of the contractor and cost of same should be included in the total quoted rate.

5.3. **Material specification:-**

1. Tubes: Schedule 40 IBR Grade, solid drawn, seamless pipes of reputed make.(Relevant certificate from the manufacturer to be produced and approved by CoPT representative before starting the fabrication)
 - 2.Plates: Marine quality 6, 10 and 12 mm thick (IS2062 Grade-A).Relevant certificate from the manufacturer to be produced and approved byCoPT representative **before starting the fabrication**
 - 3.Flanges: 100 mm as per sample and to suite for the application.
 - 4.Welding electrode: Any reputed brand with IRS approval.
 - 5.Zinc for anodes.
- 5.4. Detailed inspection and the measurements for fabrication can be taken from the sample coolers placed at CoPT premise before submitting the quotation. Only few shell drawings of box coolers are available with CoPT for reference is attached. Tenderers can inspect sample (used) coolers placed at CoPT premisesbefore preparation and submission of the tender.
The sample coolers can be taken by the contractor to their site for reference if required after receiving the CoPT work order, and shall be returned to CoPT premises along with the newly fabricated coolers, at contractors risk and cost.
- 5.5.**The newly fabricated coolers to be hydro- tested to a pressure of 5Kg/cm2** at the contractors site in presence and entire satisfaction of CoPT representative on contractors expense and risk before supply to CoPT.
- 5.6**The complete fabrication, welding and testing shall be carried out at contractor’s site. Fabrication of coolers, transportation, loading, unloading of new and sample coolers and anodes hall be at contractor’s expense and risk.**

6. SCHEDULE - A.

LIST OF SCANNED DOCUMENTS TO BE SUBMITTED ONLINE IN THE TECHNOCOMMERCIAL BID

Sl. No	Description of Documents	For documents submitted, mark "Yes"
1	Cost of Tender Documents in the form of DD(Copy)/ proof of online payment/ copy of valid MSME certificate	
2	Format of declaration in-lieu of EMD/bid security duly filled (To be submitted on the Bidder's Letter Head) ANNEXURE -VI	
3	Tender document duly filled including blank price schedule , signed and stamped on all the pages.	
4	Copies of work order/Purchase Order/completion certificate to prove MQC	
5	Scanned Copies of profit and loss statement, balance sheets and auditor's report / annual report for the last 3 years up to 31-03-2020	
6	Scanned Copy Details of financial stability (Schedule C).	
7	Scanned Copy Structure of organization (Schedule D).	
8	Scanned Copy Details of experience (Schedule E).	
9	Scanned Copy Details concurrent commitments (Schedule F).	
10	Scanned Copy Power of Attorney in favour of person authorized to sign the tender document.	
11	Scanned Copy of GST,PAN etc.	
12	Scanned Copy of Annexure I,II, III,IV,V and Schedule A duly filled and signed	

Note: Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

Signature of Tenderer with date and seal

7.Schedule-B:Price Bid

Name and address of Tenderer:

Sl No	Description/scope	Unit	Rate per unit in Figures, excluding GST	Quantity	Total amount, excluding GST in figures	Total Amount in Words Rupees
1	Fabricate and supply of main engine box cooler.	Nos		2		
2	Fabricate and supply of auxiliary engine box cooler.	Nos		2		
3	Zinc Anode size 25mmDia X 400 mm Length	Nos		4		
4	Zinc Anode size 25mmDia X 600 mm Length.	Nos		8		
5	Grand total amount in Figures.			Grand total amount in Words		

Terms and conditions.

- 1.** The rate shall be quoted for each cooler and anodes including the cost of material, labour, testing transportation charges etc excluding GST. CoPT will pay as per the final GST invoice submitted by the contractor certified by MES, CoPT.
- 2.** **The price bid will be evaluated on the basis of THE GRAND TOTAL AMOUNT QUOTED for 4numbrs coolers and 12 numbers Zinc anodes excluding GST. No separate costs for each line items will be taken for price evaluation.**
- 3.** No materials will be supplied by CoPT.
- 4.** The Tenderer shall fill his rates only in the uploaded price schedule in the given format and submit online only in both figures and words. In case of dispute, the rate in words shall be final.

Signature of the Tenderer(With date and seal)

8.SCHEDULE C : DETAILS OF FINANCIAL STABILITY

FINANCIAL TURNOVER OF THE TENDERER DURING THE LAST THREE YEARS ENDING 31-03-2020.

Sl. No.	Year	Turn Over
1.	2017-2018	
2.	2018-2019	
3.	2019-2020	

Signature of Tenderer with date and seal

9. SCHEDULE. D-: STRUCTURE OF ORGANISATION

NAME OF TENDERER:

POSTAL ADDRESS :

TELEPHONE :

TELEX/FAX :

E-Mail :

CONTACT PERSON :

TELEPHONE :

MOBILE :

TELEX/FAX :

E-Mail :

NATURE OF ORGANISATION: Proprietary/ Partnership/ Private Ltd Co. /
Public Ltd. Co.

NAMES OF DIRECTORS :

REGISTRATION NO: OF FIRM/ COMPANY:

DATE OF REGISTRATION :

AUTHORITY OF AUTHORISED SIGNATORY:

Signature of Tenderer with date and seal

Upload scanned copies of registration of Firm/Company, details of Proprietor/Partners/Directors and Partnership Deed/Memorandum and Articles of Association in the e-tender.

10. SCHEDULE.E:-DETAILS OF EXPERIENCE

DETAILS OF SIMILAR WOKRS/SUPPLIES MADE DURING THE LAST SEVEN (7) YEARS						
Sl. No:	Particulars of supply/work done by the Tenderer	Value of contract	Delivery time as per contract (days)	Actual Delivery time(days)	Year of completion	Name & postal address of client with Telephone No:/e-mail

Signature of Tenderer with date and seal

Upload the scanned copies of Purchase orders / satisfactory performance report from the clients in the e-tender.

11. Schedule F Concurrent Commitments

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

SIGNATURE OF TENDERER

12. ANNEXURE.I

UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT
DOWNLOADED

To

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

Dear Sir,

We.....
.....do hereby confirm that no changes have been
made in the tender document downloaded and submitted by us for the Tender No TENDER
No. MD/MES/TECH/192/2021.

Yours faithfully,

Signature of the Tenderer.

Name & Designation

13. Annexure II.

PROFORMA OF UNDERTAKING REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

The Deputy Conservator,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the Tender process of Tender TENDER No. MD/MES/TECH/192/2021 so as to influence the Tender process and have not committed any offence under the PC Act in connection with the Tender.

Yours faithfully,

Signature of tenderer :

Name & Designation :

14. **Annexure III.**

PROFORMA OF DISCLOSURE OF PAYMENTMADE/ PROPOSED TO BE MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE TENDER

To

The Deputy Conservator,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the

TENDER No. MD/MES/TECH/192/2021

1. _____ to Mr./Ms./Messrs _____ (Name and Address)

2. _____ to Mr./Ms./Messrs _____ (Name and Address)

3. _____ to Mr./Ms./Messrs _____ (Name and Address)

Yours faithfully,

Signature of tenderer :

Name & Designation :

Note: **In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.**

15. Annexure IV Proforma of Undertaking

THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

To

The Dy. Conservator,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Dear Sir,

We.....
.....do hereby confirm that “ENVELOPE B” (Price Tender) of the tender submitted by us for the Tender No MD/DM/TT/Naphtha Line Replacement/21 do not contain any condition.

Yours faithfully,

Signature :

Name & Designation :

16. ANNEXURE -V

FORMAT OF DECLARATION IN-LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder’s Letter Head)

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security/ Security Deposit or sign the Contract, within the time limits specified in the Tender Document.

Signature of the Tenderer with seal

17. Form I. Form of Bank Guarantee

FOR SECURITY DEPOSIT

(TO BE EXECUTED ON STAMP PAPER WORTH RS.200/-)

GUARANTEE BOND NO.

In consideration of the Board of Trustees of the Port of Cochin (hereinafter called the “Port Trust” which expression shall include their successors and assignees) having accepted the tender No..... datedsubmitted by M/s..... (Name & address of supplier).... (hereinafter called “the said tenderer”) for (name of work)..... as per the Deputy Conservator, Cochin Port Trust’s order No dated and having agreed to exempt M/s (Name & address of supplier)..... (hereinafter called as the “Supplier (s)“ which expression shall include their successors and assignees) from the demand under the terms and conditions of the said tender and the agreement to be executed between the Port Trust and the said supplier and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called “ the said agreement”) of Security Deposit for the due fulfillment by the said supplier(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for Rs.(Rupees only).

We,..... (Name of Bank) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Port Trust an amount not exceeding.....(Rupees... ..only) against any loss or damage caused to or suffered by the or would be caused to or suffered by the port Trust by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the agreement.

We, Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port Trust stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier(s). 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 an amount not exceeding Rs.

We,..... Bank Ltd., undertake to pay to the Port Trust any money so demanded notwithstanding any dispute or disputes raised by the supplier(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 supplier(s) shall have no claim against us for making such payment.

We Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Port Trust under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged

or till Engineer – in – charge on behalf of the Port Trust certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier(s) and accordingly discharges this guarantee.

We,..... Bank Ltd., further agree with the Port Trust that the Port Trust 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 Agreement or to extend time of performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier (s) or for any forbearance act or omission on the part of the Port Trust or any indulgence by the Port Trust to the said supplier(s) 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 supplier(s).

We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port trust in writing.

This guarantee shall be valid up to unless extended on demand by Port Trust. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees..... only) and unless in claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

SIGNATURE

Dated theday of.....

for Bank Ltd.

18. Form II. Proforma of Agreement

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

AGREEMENT NO. OF.....

This agreement is made at Cochin this the-----day of -----, Two Thousand-----
---and-----between-----
----- represented by Sri. ----- aged -----
-----years, son of Sri. ----- residing at -----
----- (House name and No.) -----
District ----- State ----- (hereinafter referred to as
“The tenderer” which expression shall include their successors, assignees and administrators) of
the one part AND the Board of Trustees of Port of Cochin, Willingdon Island, Cochin-9, a Trust
formed under “Major Port Trust Act 1963” represented by the Deputy Conservator (hereinafter
referred to as “The Employer” which expression shall include their successors, assignees and
administrators in the office) of the other part.

Whereas the “Employer” had called for the tenders for “-----
-----” vide Tender Notice -----
----- dated----- and the tenderer had submitted a tender for the
same giving the rates subject to the terms and conditions etc. And whereas the said tender of the s
tenderer has been accepted by the employer and a work order -----
-----dated-----has been issued to the tenderer accepting their
tender subject to the “General Conditions of Contract”, “Instructions to the Tenderer” and such
other contract documents. And as per one of the terms of the above work order, an agreement will
have to be executed between the tenderer and the employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

1. The tenderer hereby agrees to execute the work of “-----” as
described in the schedule, its annexure etc. at the rates shown there under subject to the “General
Conditions of Contract”, ‘Scope of work’ and “Instructions to the Tenderer”, all hereunto annexed
within ----- from the date of handing over of the site or in default to forfeit and pay to the
employer the sum of money mentioned in the said conditions.

The tenderer has furnished a Bank Guarantee for ----- (Rupees -----
-----only) vide Bank Guarantee No.-----
----- dated----- from, in lieu of Security Deposit for the due and proper
fulfillment of the contract. The tenderer further agrees that the aforesaid Bank Guarantee will be
kept valid until one month beyond the expiry of the Guarantee Period. The s tenderer also agrees
that the Bank Guarantee furnished in lieu of Security Deposit for the due and proper fulfillment of
the contract will be suitably enhanced so as to cover 10% cost of any additional items/ works that
may be required for the proper completion of the contract or otherwise the employer can deduct
such additional amounts towards Security Deposit from the tenderer's bills.

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

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

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

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

Signed, sealed and delivered

byShri. -----

of M/s -----

TENDERER.

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered by

theDeputy Conservator,

Cochin Port Trust on behalf of

EMPLOYER

Board of Trustees of Port of Cochin.

Signed and affixed the common

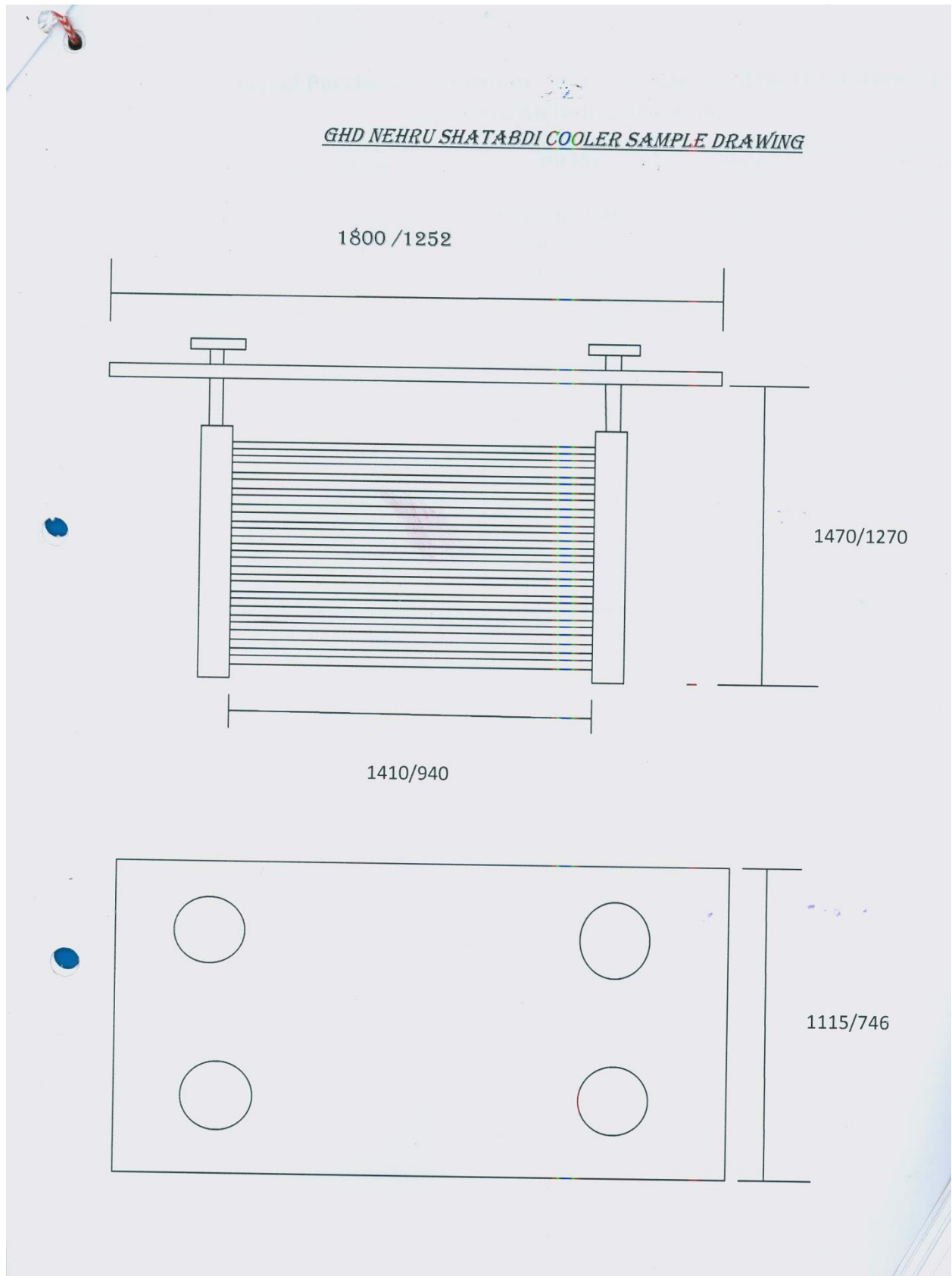
seal of Board of Trustees of the

Port of Cochin in the presence of

1)

2)

19.Drawing



20. Tender Particulars

1. Department : Marine
2. Officer Calling Tender : Deputy Conservator
3. Tender Title : E- Tender for “Fabrication and Supply of Box Coolers and zinc anodes for GHDNS”
4. Product Category : Service
5. Tender Value: Rs.17,15,000/-
6. EMD : NIL - See TD
7. Cost Of Tender Document : Rs.2240/- (Tender fee is inclusive of GST)
8. Tender Type : fabrication and Supply contract

Contact Persons Particulars

1. Name and Designation : Capt. Joseph Alapat
: Deputy Conservator
2. Address : Cochin Port Trust, Willingdon Island,
Cochin-682 009, Kerala
3. E mail – Id : dc@cochinport.gov.in bhagavathsing@cochinport.gov.in

Phone Nos : 0484-2582500 / 2666417/ 2582520/2582377.