

E-TENDER No. MD/DM-MMPC Boat/2022
E-Tender Document The supply of one motor launch on hire for use of DM-MMPC
(Pollution boat)

COCHIN PORT AUTHORITY

MARINE DEPARTMENT

E-TENDER No. MD/DM-MMPC Boat/2022
E-Tender Document For The supply of one motor launch on hire for use of DM-MMPC
(Pollution boat)

Tender publication date	: 13 th April 2022
Down loading of Tender Document	: from 13 th April 2022, 1700 hours To 04 th May 2022, 1400 hours
Last date and time for Submission of Tenders	: 04 th may 2022, 1430 hours
Time and date of Techno commercial bid opening	: 04 th May 2022 , 1500 hours
Opening of The Price Bid	: Will be informed later
Tender Fee	: Rs 3360/- (non- refundable)
(Tender fee is inclusive of 12% GST)	
EMD	: Rs 81,350/- (DM-MMPC launch)

**Office of the Deputy Conservator
Cochin Port Authority,
Willingdon Island
Cochin – 682 009.
Phone: 91 -484 -2666417, 2582500
Fax: 91- 484- 2666417
e-mail: 1) dc@cochinport.gov.in**

COCHIN PORT AUTHORITY
MARINE DEPARTMENT

E-TENDER No. MD/ DM-MMPC Boat/2022

Date: 13th April 2022

E-TENDER NOTICE

1.1 Electronic Tenders (e-Tenders) in "Two Cover System" is invited by the Deputy Conservator, Cochin Port Authority, Willingdon Island, Cochin – 9, e-mail: dc@cochinport.gov.in for "**The supply of one motor launch on hire for use of DM-MMPC (Pollution boat)**" for a period of two years. Only GST registered vendors will be eligible to participate in the Tender.

1.2 Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/CPT or from CoPT website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp .

1.3 The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender. As per the IT ACT 2000, all bidders who participate in the online bidding process in e-Tendering site should possess a valid Digital signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>).

1.4 The bids should be uploaded in electronic form only through e-tender portal www.tenderwizard.com/CPT.

1.5 Cost of tender document Rs.3360/- (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 Authority or payment online.

Bank Details of Cochin Port Authority 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 Authority

1.6 The Tenderer shall submit EMD amount of Rs 81,350/- in the form of demand draft/Bankers Cheque drawn in favour of FA & CAO, Cochin Port Authority drawn in any Schedule Bank payable at Cochin or payment online as shown above (Exempted for Tenderers with valid NSIC Registration Certificate as per MSME Act –certificate to be uploaded online).

1.7 The Tenderers who are registered with NSIC/MSME are exempted from payment of Tender Fee /EMD. Copy of valid NSIC/MSME Registration Certificate as per MSME Act shall be uploaded with the other Documents for availing exemption of Tender cost /EMD.

1.8 Proof of payment in original (Original Demand Draft/Banker's Cheque) towards Cost of tender document (**non refundable**) / EMD drawn in favour of FA&CAO, Cochin Port Authority –payable at cochin shall be submitted with a covering letter in a sealed cover with heading "**The supply of one motor launch on hire for use of DM-MMPC (Pollution boat)** " to the Deputy conservator, Cochin Port Authority, W/Island, Cochin – 682009, KERALA - before the scheduled date and time of opening of the bid, failing which the bid

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will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Authority as mentioned in Section 1.1 above, at least one day before the date and time of opening of e-tender. Cochin Port Authority will verify receipt of payment as referred in the UTR number, in the Bank account mentioned in section 1.5. If Cost of tender document/ EMD has not been reflected in the Bank account of Cochin Port Authority, the bid will be rejected.

The Tenderers who have not submitted the Tender Fee and EMD in sealed covers / not uploaded the scanned copy of valid MSME/ NSIC Registration Certificate as applicable will not be considered for opening Techno Commercial Bids.

(The fees mentioned above are the only items to be submitted in original to CoPT before the scheduled time for participating in the Tender. All other Documents to be submitted online only)

In case of Regd. Post / Courier, it should be sent to "Deputy Conservator, Marine Department, Cochin Port Authority, Kerala, Pin-682009.

COPA may at its discretion extend the date and time for receipt of Tenders. Tenders received after the aforesaid time and date or the extended time and date, as the case may be, if any, will not be considered for evaluation.

1.9 Scanned copy of instruments towards Cost of Tender Document (as mentioned in clause 1.5 and 1.7 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/CPT, failing which the bid will be rejected.

1.10 The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/CPT from the service provider KEONICS, by paying registration amount of **Rs.1180/-** through online Payment using Credit/Debit Card/Net banking. The details of e-tender facilitator is available through Telephone Nos. **080 49352000/ 09605557738**.

1.11 The tenders shall be submitted "**online**" only. Tender submitted other than online shall not be considered. Online Submission at: **www.Tenderwizard.com/COPT**.

1.12 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/CPT.

1.13 The tender will be received **up to the time schedule** Tenders shall be submitted in accordance with the Tender Notice ,Instruction to Tenderer , scope of work & special conditions of contract , General Conditions of Contract ' etc, as detailed in the Tender Document . The Tenders will be opened by the Deputy Conservator, Cochin Port Authority or by an authorized officer, at this office on the same day at **the scheduled time**.

1.14 Only GST registered vendors will be eligible to participate in the Tender.

1.15 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 partnership firm 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

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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.**

1.16 The **time schedule** for various activities in connection with this Tender will be as follows.

Sl. No	Description of activity	Venue	Time
1	Issue of Tender Document	Online www.Tenderwizard.com/CPT www.cochinport.gov.in www.eprocure.gov.in/cppp	From 13 th April 2022 , 1700 hours to 04 th May 2022 , 1400 hours
2	Last date of submission of bid	Online Submission at: www.Tenderwizard.com/CPT	04 th May 2022 , 1430 hours
3	Opening of Techno commercial bid	Online at: www.Tenderwizard.com/CPT	04 th May 2022 , 1500 hours
4	Opening of Price Bid of technically qualified Tenders	Online at: www.Tenderwizard.com/CPT	Will be informed

1.17 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/CPT.

1.18 Cochin Port Authority will not be held responsible for any technical snag or network failure during online bidding, it is the Bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the e-Tender Portal. Under any circumstances, Cochin Port Authority shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.

1.19 The right of acceptance of Tender will rest with Port Authority Board who does 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.

1.20 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.

1.21 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.

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1.22 Canvassing in connection with the Tender is strictly prohibited and Tenders submitted by the contractors who resort to canvassing will be liable for rejection.

1.23 The Tenders containing uncalled remarks or any additional conditions are liable to summary rejection.

1.24 Disputes if any shall be under the jurisdiction of courts in Cochin only.

1.25 Tenderer needs to give an official email id which will be used for the communication

1.26 The under signed reserves the right to reject / cancel / postpone any one or all Tenders at any stage of the Tender, without assigning or stating any reasons, which will be binding on all bidders.

1.27 This Tender notice shall form part of the contract.

Sd/-

Phone : 0484-2666417
 : 0484-2582500
Fax : 0484-2666417

DEPUTY CONSERVATOR
For and on behalf of
Board of Major Port Authority for Cochin Port

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FORM OF TENDER

To

The Deputy Conservator,
Cochin Port Authority

1. Having examined the general information and conditions of contract and having satisfied ourselves of the work to be carried out for "**The supply of one motor launch on hire for use of DM-MMPC (Pollution boat)**", we offer to take up the work.
2. We further undertake, if our Tender is accepted, Security deposit of this contract shall be paid as per Tender document.
3. We further undertake, if our Tender is accepted we shall prepare and execute the agreement in the prescribed form within 30 days of receipt of the letter of acceptance (LOA). Unless and until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
4. We undertake to abide by our Tender for a period of 120 days from date of submission or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period.
5. We further agree that in the event our withdrawing of the Tender before the final decision or in the event of our failing to deposit the security deposit in the event our Tender is accepted or failing to execute an agreement within prescribed time from the date of receipt of the order to commence the work, the deposit of EMD indicated above shall stand forfeited to the Port Authority.
6. We understand that you are not bound to accept the lowest or any Tender you may have received.

Dated, the Day of 2022

In the capacity of sole proprietor duly authorized to sign the Tender for and on behalf of

SIGNATURE OF CONTRACTOR & ADDRESS

INSTRUCTIONS TO TENDERER

1. E-Tenders in two cover system are invited by COCHIN PORT AUTHORITY (hereinafter referred to as CoPT) from experienced and reputed firms for “**The supply of one motor launch on hire for use of DM-MMPC (Pollution boat)**” for a period of two years.

2. **MINIMUM-QUALIFICATION CRITERIA (MQC) :**

Tenderer must fulfil the following minimum qualifying criteria to prove the technical competence and submit the Documents in support thereof as listed in schedule 1

A. Average Annual Financial Turnover during the last three financial years ending 31st March 2021 shall not be less than Rs 24.40 Lakhs. Proof to be submitted duly certified by the Chartered Accountant.

B. Experience of having satisfactorily executed “similar works” during last 7 years as on 31st March 2022. (Copy of the work order to be attached. Also copy of performance certificate to be attached as proof).

- i. One similar work costing not less than Rs 65.08 lakhs.
- ii. Two similar work each costing not less than Rs 40.67 lakhs.
- iii. Three similar works each costing not less than Rs 32.54 lakhs.

“Similar work” means Contracts involving operation of Floating crafts OR Floating craft repair OR Floating craft Building - for PSU, state govt, central govt, Indian major Ports , private sector organisations.

Note:

The Floating crafts shown in the experience should have engine propulsion.

Experience certificate of works executed in private sectors/organisations shall be considered for qualification, only on submission of TDS certificate along with work order and performance certificate

C. The Tenderer should have at least two boats - owned or Hired (one boat for operation and one standby boat) and registered under KIV Rules of 2010 with valid KIV certificate meeting the technical specifications of the boat. In case the Tenderer does not own the boat at the time of submission of Tender, they must submit MOU they have entered for purchasing/hiring of the boats or letter of arrangements from the owner of the boat which they intends to offer to CoPT as per the delivery schedule. (Documentary proof required for ownership / Hire to be submitted)

D. Technical specs of the offered boats (Documentary proof- KIV certificate for passenger capacity / Breadth , Certificate issued by IRS/IACS/MMD/State govt/Marine insurance – surveyor- approved by IRDA for speed , freeboard and air draft)

- a. The boats offered shall have a passenger capacity of at least 15 persons.
- b. The boats offered shall have a speed of Min. 8 Knots.
- c. The Boats offered shall have breadth not more than 4.0m.
- d. The boats shall have a free board of Min 75 cms when fully loaded.
- e. **Air Draft:** The maximum air draft of the boats offered for DM-MMPC launch shall be 2.5 Mtrs.

3. Information to Bidders

Description of work	Estimated Cost of work (₹.)	EMD	Tender fee (₹.)	Period of Contract
Supply of One Motor Launch on hire for use of DM-MMPC (Pollution boat)	Rs 81.35 Lakhs	Rs 81,350/-	Rs 3360/- (Non refundable)	2 years

4. EARNEST MONEY DEPOSIT (EMD) :

A. The Tenderer shall submit the earnest money deposit in shape of demand draft/Bankers Cheque drawn in favour of FA & CAO, Cochin Port Authority drawn in any Schedule Bank payable at Cochin (Exempted for Tenderers with valid NSIC Registration Certificate as per MSME Act –certificate to be uploaded online).

The EMD can also be paid online. In case of online payment, UTR number of the transaction should be communicated to CoPT by e-mail. If the payment has not been reflected in the Bank account of Cochin Port, the bid will be rejected

Bank Details of Cochin Port are given below:

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

B. The scanned copy of EMD is required to be submitted online and originals deposited at CoPA before the due date of Tender opening.

C. EMD in any form other than the demand draft/Bankers Cheque /Online Payment will not be accepted.

D. After the Tender is finalized and work order is placed, the Earnest Money of the unsuccessful Bidders will be refunded within 30 days of issue of LOA to the successful Bidder.

E. The EMD of the successful Tenderer shall be returned after submission of security deposit as per Tender document.

F. COPA reserves the right to forfeit the EMD in respect of successful Tenderer, if he fails to enter into a contract within 30 days of receipt of work order.

G. No interest will be payable on the Earnest Money deposit.

H. In the event of the Tenderer modifying / withdrawing his Tender after the last date of submission or such extended date as the case may be and before the expiry of period of validity of such extended date as the case may be, the Tender shall be cancelled and the amount paid as Tender security i.e. EMD shall be forfeited.

5. IMPORTANT NOTES

The Tenderer should note the following conditions carefully and strictly comply with the same. In case the Tenderer fails to comply with following conditions, his Tender is liable to be rejected:

- i. The Tenderer shall not put any counter conditions. Any counter offer as well as any alterations in the work / scope of work, as specified in the Tender, shall disqualify the Tenderer forthwith.
- ii. 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.
- iii. The Tender shall be prepared, signed and submitted only by the Firm / Corporation / Company or any other legal authority in whose name the Tender Documents have been purchased. The Tenderer shall submit the Tender duly completed and shall be without any alterations, interlineations, correction or erasures except those in accordance with the addendum(s) / corrigendum(s) so issued by CoPA or as may be required and necessary to correct errors made by the Tender earlier. All such cancellations / alterations / amendments / changes shall be initialed by person(s) signing the Tender and duly authorized. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.
- iv. The Tenderers must submit all details, Documents etc. as required in the Tender and fill in the format given at Schedule-I for submission of all the Documents. In case the Tenderer fails to do so, COPA reserves the right to treat the Tender as non-responsive without seeking any further clarification.

6. Bid submission

Bid shall be submitted in two parts, **Part - I: Techno commercial Bid** and **Part - II: Price Bid** through e- Tender mode.

For online submission of **Techno commercial Bid**, the scanned copies of the Documents to be submitted through e-Tendering mode only on www.Tenderwizard.com/COPT.

Price bid (Schedule-II) in the provided format (MS-excel format separately uploaded in the website) shall be submitted only through e-Tendering mode on www.Tenderwizard.com/COPT .

Information Required In the Bid

Part I - Techno commercial Bid shall contain scanned copy of all Documents as per the **schedule I** submitted **online**. EMD and Tender fee should be submitted in original to Cochin Port (Exempted for Tenderers with valid MSME/ NSIC Registration Certificate as per MSMED Act –certificate to be uploaded online) , scanned copy to be submitted online as mentioned in **Schedule I**.

All pages of the Tender Document shall be duly signed and stamped by the Tenderer. The Tenderer should not indicate his basic cost offer anywhere directly or indirectly in the Technical Bid. Any such offer or indication shall disqualify the Tenderer forthwith. Corrections if any shall be initialed and stamped properly. Disclosure / indication of the Price(s) in the Techno- Commercial Bid shall make the Tender disqualified and rejected.

Part II : Price Bid shall contain the details as given in **Schedule II** of the Tender Document as issued and shall be complete in all respects. The price bid shall be submitted **online only** (MS-excel format separately uploaded in the website www.Tenderwizard.com/COPT). The prices shall be written both in words and figures and in case of any deviation, prices in words shall be valid and binding. Cochin Port Authority will not provide any forms for getting any exemptions from payment of duties and taxes. Overwriting in the proforma in the **price bid** of the Tender Document is not permitted, Interpolations, alterations, deletions, or additions, if any, shall be duly authenticated by the signature(s) of the Tenderer.

7. Bid Opening – Techno commercial Bid

The Officer inviting the Tender or his duly authorized assistant will open the Tenders in the presence of intending Tenderers who may be present at the time in person or through their authorized representative. The techno commercial bids of the Tenders received will be opened first.

Techno commercial Bid: techno commercial bid shall be opened online in the office of the **Deputy Conservator, Cochin Port Authority** as per the date and time fixed in the time schedule. Submission of EMD and Tender fee is verified initially. In case Tender fee and EMD is not deposited in original at Cochin Port Authority or is not in order, the Bid may not be opened. (Exempted for Tenderers with valid MSME/ NSIC Registration Certificate as per MSMED Act –certificate to be uploaded online)

If any Bid contains any deviation from the Bids Documents and /or if the same does not contain Bid security in the manner prescribed in the Bid Documents, then that Bid will be rejected and the Bidder will be informed accordingly. The Price Bid submitted in e-mode will not be opened.

In the event of a Tender being rejected, the EMD paid with such unaccepted Tender shall be refunded to the Tenderer.

8. DETERMINATION OF RESPONSIVENESS:

The Tender which does not satisfy the **MQC** 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 & conditions of the Tender Documents without any deviation or reservation.

9. After opening of the techno commercial bid, the Bidders whose Tenders are found responsive will be shortlisted for price bid opening.

10. Bid Opening – Price Bid:

Price Bids of those shortlisted Tenderers will be opened later. Short listed Bidders will be communicated about the date and time of opening of the price bid. The Bidder's name, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

To assist in the examination, evaluation and comparison of Tenders, CoPA may ask Tenderers individually for clarification and response to the same by the Tenderer shall be in writing by post or email or by fax. However no changes in price or substance of the Tender shall be sought, offered or permitted.

11. The Tender shall remain valid and open for acceptance for a period of 120 days from the date fixed for receiving the same. CoPA reserves the right to extend the period of validity for a specific time as may be required by CoPA. The request and response thereto shall be made in writing by post or by email by fax. The Tenderers will have an option to refuse the request without forfeiting their Tender security (EMD). However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the Tender.

12. The Tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the currency of the contract.

13. AUTHORITY IN SIGNING TENDER DOCUMENTS:

- i. If the Tender is submitted by an individual, it shall be signed, also giving his full name and address.
- ii. 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 partnership firm in all matters pertaining to the contract including the arbitration clause; such power-of-attorney shall be attached with the Tender.
- iii. In case of a company, a resolution of Board of Company shall be submitted . The Tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

Power of attorney shall be duly notarized. Photocopy of the old notarized document will not be accepted. The successful bidder will provide the originally notarized copy before entering into an agreement.

14. At any time prior to the last date of submission of Tender, CoPA may for any reason whatsoever, change or modify the Tender Documents by addendum(s) / Corrigendum(s). Tenderer may seek any clarification from CoPA prior to submission of their bid. The addendum / corrigendum so issued will be uploaded in the website. The amendment to the

Document so carried out will form part of the Tender and shall be binding upon the Tenderers. CoPA may at their discretion extend that last date for submission of Tender to enable the Tenderers reasonable time to submit their Tender after taking into account such addendum / corrigendum.

15. The Tenderer may modify or withdraw his Tender after submission provided the notice of modification or withdrawal is received in writing by CoPA prior to the last date or such extended date, if any, for submission of Tender. No Tenderer will be permitted to withdraw his Tender after the last date for submission of the Tender or such extended date as the case may be and before the expiry of the period of validity of the Tender or such extended dates as the case may be. In the event of the Tenderer modifying / withdrawing his Tender after the last date of submission or such extended date as the case may be and before the expiry of period of validity of such extended date as the case may be, the Tender shall be cancelled and the amount paid as Tender security i.e. EMD shall be forfeited. The decision of COPA in this regard shall be final.

16. All costs, charges and expenses including stamp duty in connection with the Tender submission shall be borne by the Tenderer. In addition all costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement by the Tenderer's attorneys shall be borne and payable by the Tenderer. No claim in this regard would be entertained by COPA.

17. CONFIDENTIALITY: The Cochin Port Authority desires that this Tender shall be treated strictly as confidential.

After the opening of Tenders, information relating to the examination, clarification, evaluation and comparisons of Tenders and recommendations, concerning the award of contract shall not be disclosed to Tenderers or any other persons. Any efforts by the Tenderers to influence the process of examination, clarification, evaluation and comparison of Tenders and decisions concerning award of contract may result in rejection of the Tenderer's bid.

18. An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process so as to influence the Tender process and have not committed any offence in connection with the Tender, has to be furnished in **Annexure-I**.

19. Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender has to be made in **Annexure-II**. In case no payment is made or proposed to be made, a NIL statement shall be given.

20. An undertaking that no changes have been made in the Tender Document downloaded has to be furnished in **Annexure-III**.

21. An undertaking that "**Price bid**" does not contain any techno-commercial condition has to be furnished in **Annexure-IV**.

22. The firm must have valid PAN, GST registration. Copy of the certificate to be submitted.

23. NOTIFICATION OF AWARD AND DELIVERY :

- i. Prior to the expiry of the period of Tender validity, the successful Tenderer will be notified through letter by post / fax /email confirming that their offer has been accepted. This letter is to be called Letter of Acceptance (LOA).
- ii. Letter of Acceptance will be issued in the name of the company which has purchased / submitted the Tender, and will constitute the conditions of contract.
- iii. The date of commencement of work will be mentioned in the LOA. The successful Bidder shall start operations as per the date mentioned in the LOA.
- iv. Upon the receipt of Letter of Acceptance of the contract by the successful Tenderer, he shall prepare two sets of Agreements, 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 Board duly executed on stamp paper for appropriate value within 30 days from the date of receipt of Letter of Acceptance. One set of the agreement will be returned to the Contractor after the signature of the authorized person. The contractor shall also submit the Security deposit as per Tender conditions. The work should start within 30 days of receipt of LOA.
- v. Any delay caused due to any correspondence / clarification / request etc. received from the Tenderer after the date of receipt of the Letter of Acceptance will be to the account of the successful Tenderer and no extension of time will be granted.

24. NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER :

No correspondence will be entertained from the unsuccessful Tenderers.

25. RATES AND AMOUNTS INCLUDE ALL CHARGES :

The rates and amounts submitted by the Tenderer shall be gross rates & amounts and must include all payments on accounts of taxes, levies, duties, royalties etc., payable to the Govt. of Kerala or Government of India or any other authority or Body Corporate and all other incidental charges that the Tenderer may have to bear for the execution of the contract.

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

1. The contractor's scope includes supply, manning, operation and maintenance of one number boat on hire for DM-MMPC (Pollution Boat) for transportation of staff, crew, stores etc and other Marine Operations as directed by the Deputy Conservator for a period of 2 years. The Contractor will be responsible for keeping the Boat in good condition at all times. For the above, all necessary crew and all the operational costs including consumable stores, spares, fuel, lubricants, wages of staff etc., shall be to the account of the contractor. (Nothing will be given by the Port for the running of the Boats under this contract). The contractor shall be paid Daily hire charges plus applicable GST.

The Contractor should have at least two boats - owned or Hired (one boat for operation hereafter referred as primary boat and the other boat referred as standby boat) and registered under KIV Rules of 2010 with valid KIV certificate meeting the technical specifications of the boat. In case the Contractor does not own the boat at the time of submission of Tender, they must submit MOU they have entered for purchasing/hiring of the boats or letter of arrangements from the owner of the boat which they intends to offer to CoPT as per the delivery schedule.

2. Broad Specification of the Boat:

The broad 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.

- i. **Passenger Capacity:** The boats offered shall have a passenger capacity of at least 15persons.
 - ii. **Speed:** The boats offered shall have a speed of Min. 8 Knots.
 - iii. **Free Board:** The boats shall have a free board of Min 75 cms when fully loaded.
 - iv. **Air Draft:** The maximum air draft of the boats offered for DM-MMPC launch shall be 2.5 Mtrs.
 - v. **Breadth :** The Boats offered shall have breadth not more than 4.0m.
 - vi. The craft shall be such that it will safely pass under the bridges having an air draft of **2.5** meters.
 - vii. **Registration:** Registered under KIV Rules of 2010 with valid certificates. The validity of the certificates should be maintained during the contract period.
 - viii. **Equipment:** Shall have on board 18 life jackets and storage facilities for the same and all safety equipments as per KIV requirement.
3. One mobile phone to be provided with incoming facility to the Boat for communication from CoPA. Any change in the mobile number to be informed well in advance.
4. The mobilization and the de-mobilization of the boat crew will be on the account of the contractor.
5. The crew deployed for operating the boat shall be as per the KIV certificate issued for the boat during the contract.

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6. The launch shall conform to the specifications given and all certificates required to operate it within the Cochin Port limits under the relevant rules shall be kept valid during the tenancy of the contract
7. The Tenderer may visit CoPA to ascertain the actual working environment.
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 will be in contractor's account.
9. The Contractor shall carry out launch operations strictly in accordance with the contract to the satisfaction of the Deputy Conservator or the officer duly authorized by him and shall comply with and adhere strictly to his instructions and direction on matters in relation with the contract.
10. CoPA will not be responsible for any damage suffered by the Boat due to failure of machinery or errors of the crew or any reason whatsoever.
11. All workmen shall comply with all lawful instructions from the Deputy Conservator or the officer duly authorized by him.
12. The Safety & Security of the boat, the crew, workmen and persons making use of the Boats will be the responsibility of the Contractor. The Port will not be responsible for any accident, loss or damage due to any cause.
13. The boats offered by the Tenderer must have insurance coverage "**ITC Hulls Port Risks 20th July 1987 and Personal accident insurance coverage**" for crew & passengers against any accident, loss or damage including total loss and injury and loss of life to crew, passengers and also third party damage. This insurance should be valid throughout the tenancy of contract.
14. The Boat shall be supplied at the site required by the Deputy Conservator, Cochin Port Authority or his authorized representative for transportation of staff, crew, stores etc .
15. The Boat should be made available on all days including Sundays and holidays, on round the clock basis, i.e for 24 hours.
16. The period of hire is two years from the date of commencement of the supply of Boats.
17. If awarded, the contractor shall obtain license under Cochin Harbour Craft Rules 1947, within a period of 1 week of receipt of order.
18. The payment on hire charges will be made once in a month on submitting bill.
19. The contractor shall supply at his own expenses all tools, fuel men and such other materials required for the safe operation of the launch. He shall maintain the launch in good condition till the end of the contract.
20. The Boats supplied shall be well found and shall be fully equipped with navigational, life saving and fire fighting appliances as required by the relevant rules and must be maintained in good working condition at all times to the satisfaction of the Deputy Conservator.
21. If the Boat provided by the contractor goes out of order while it is in use by the Port, the contractor should immediately arrange for replacement of the second Boat owned by him and approved by the Deputy Conservator.
22. In case the contractor fails to produce the second Boat during the break down of the first Boat, the Deputy Conservator shall have full liberty to make alternative

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arrangements immediately and to recover from the contractor all expenses incurred in making such alternative arrangements.

23. The contractor shall maintain a log book and the same shall be submitted on monthly basis to CoPA along with the bills.

GENERAL CONDITIONS OF CONTRACT

1. The Tenderer whose Tender may be accepted (hereinafter called the **CONTRACTOR**) shall within 30 days of receipt of the notification of acceptance of his Tender, sign the contract indicating his acceptance of the terms & conditions along with security deposit.
2. **Security deposit:** The successful tenderer will be required to furnish Performance Security for 3% of contract price including taxes and duties in the form of an Account Payee Demand Draft/ Bank Guarantee from a Scheduled bank or online payment in an acceptable form with intimation to Cochin Port, within 30 days of receipt of LoA. The instruments towards the security deposit shall be valid for 60 days beyond the date of completion of the contract. The Security Deposit shall be refunded without any interest after the successful completion of the contract. If the supplier fails to perform or observe any of the conditions of contract, Port Authority will be at liberty to deduct any amount due to Port Authority under this contract from Security Deposit/any sums of money due or that may become due to the Supplier/encash the Bank Guarantee as the case may be. This is without prejudice to the rights of the Port Authority under the terms of this Contract. All compensation or other sums of money payable by the Contractor to the Board of Major Port Authority for Cochin Port (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.
3. On the completion of the supply period of the launches, the contractor shall be furnished with a certificate to that effect by the Deputy Conservator or his authorized representative.
4. If any time after the commencement of the contract, the Board shall, in case of default on the part of the contractor, not require the whole or part thereof as specified in the Tender to be supplied, the Deputy Conservator shall, in addition to his power to cancel the contract, have power to terminate all liability of the Board there under at any time after giving 15 days (all days inclusive) notice in writing to the contractor of his desire to do so. In the event of such a notice being given,
 - (a) The Deputy Conservator shall be entitled to direct the contractor to complete the supply up to the date of expiry of the notice and thereafter to cease their supply, and shall be paid for at the Tendered rate and
 - (b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the execution of the contract in full but which he did not obtain owing to the premature termination, or for any loss which he might have sustained on this account.
5. Payments due to the Contractor will be made to his Bank through NEFT/ RTGS (as per the applicable Cochin Port Authority payment rules). The bank details along with GST

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details ,PAN No. etc, shall be furnished to the Deputy Conservator prior to release of first payment.

6. If the contractor or his employees / boat crew / launch break, deface, injure or destroy property belonging to the board, it shall be made good at the contractor's own expenses. The Deputy Conservator reserves the right to make good the same at the cost and expenses of the contractor deducting the cost of the same from any amount due, or may become due, to the contractor.

7. It shall be the responsibility of contractor to protect the public and his employees against accidents from any cause and shall indemnify and protect the Board against any claims for damages or bodily injury to person or property resulting from any such accidents.

8. (a). In every case in which by virtue of the Provision of Section 12, Sub Section (1) of the Employees Compensation Act, 1923, the Board is obliged to pay compensation, to a workman employed by the contractor in execution of works, the Board will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Board under Section 12, Sub Section (2) of the said Act, the Board shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Board to the contractor whether under this contract or any other.

(b) The Board shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to the Board full security for all costs for which the Board might become liable in consequence of contesting such claim.

9. (a). No one below the age of 18 years shall be employed for work on board the launch.

(b) The contractor shall pay to every employee engaged by him on the work at a rate not less than the minimum rate of wages fixed by the Kerala Government from time to time under the Minimum Wages Act 1948 and he shall comply with the provisions of the said Act and the Rules made there under.

(c) The contractor should also understand that he alone is responsible for the implementation of the Provisions of the Minimum Wages Act, 1948.

(d) A breach of the conditions of this Clause shall be deemed as breach of the contract.

10. In respect of all labourer directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the Rules framed by the Board from time to time for the protection of health and sanitary arrangements for workers employed by the Cochin Port Authority and its contractors.

11. On the breach of any terms of conditions of this contract by the contractor, the Board shall be entitled to retain the Security deposit, or the balance thereof, that may at that time be remaining and to realize the same as damages and compensation for the said

breach, but without prejudice to the right of the Board to recover any further sums as damages from any sums due or which may become due to the contractor by the Board or otherwise however.

12. In calculating the total of each bill, fractions of less than half a rupee shall be disregarded and half a rupee or over shall be reckoned as one rupee.

13. The Contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. Work order shall be issued only to the contractors who are registered under EPF organization and ESI corporation. The expenditure towards ESI and EPF contribution to be borne by the contractor. 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 part/final bill of the contractor along with interest/penalty imposed by EPF/ESI authorities.

14. CARE AND DILIGENCE :

The Contractor shall exercise all reasonable care and 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 the Deputy Conservator for the proper, efficient and effective carrying out of their duties.

16. COMPLIANCE WITH STATUTORY REQUIREMENTS :

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor.

Notwithstanding the contractual obligation the Board shall be entitled to all protections and defences under the provisions of the Major Port Authorities Act, 2021 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

17. ASSIGNMENT AND SUBLETTING :

The contractor shall not be permitted to sublease 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 Deputy Conservator 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.

18. 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 Owner 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 Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

19. PAYMENT

Payment shall be made after submission of the bill which shall be submitted in duplicate. Payment shall be made within 30 days from the date of submission of bill clear in all respects. However if payment of bill is delayed after 30 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only.

20. PAYMENT OF TAXES:

The Contractor shall be liable to pay all taxes, levies and duties etc to State Govt. or Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of the contract. The GST if applicable will be paid by COPT

as per prevailing rates. Any new taxes introduced further or existing taxes enhanced / reduced by State / Central Govt. after the date of submission of Price Bids shall be considered accordingly for additional payment / deduction.

21. 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. TDS under the GST law will also be applicable as per prevailing rules.

22. BOARD LIEN :

The Board shall have a lien on and / over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Board to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Board and the contractor. If any lien or claim remained unsettled after all payments are made, the Contractor shall refund or pay the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

23. CONTRACTOR TO INDEMNIFY BOARD :

i) Contractor shall indemnify Board and every member, worker and employee of the Board against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against Board for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor or his Sub-contractor and Contractor shall indemnify and keep indemnified Board against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

ii) Should Board have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred shall be charged to and paid by Contractor and Sub-contractor shall not be at liberty to dispute or question the right of

Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

24. EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE:

No official or employee of the Board shall in any way be personal 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.

25. FORCE MAJEURE:

(i) 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.

(ii) 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.

(iii) 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 may liable the party being denied of the shelter of the clause.

(iv) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

(v) The decision of the Deputy Conservator, COPA shall be final and binding in this regard.

(vi) Notwithstanding with anything contained therein above the total contract period of two years will no way be enhanced by way of operation of the clause.

26. TERMINATION OF CONTRACT .:

i) As per clause no 4 of General conditions of the Contract.

ii) The Contract may be terminated by either party by giving 90 days notice.

iii) The Contractor shall be debarred to participate in any Tender of Cochin Port Authority for a period of 3 years in case the contract is terminated due to following reasons.

(a) Non supply of launch within the stipulated period.

(b) Contract is terminated pre-maturely due to breach of agreement by the contractor.

27. DISPUTE AND APPEAL :

In the event of any dispute out of the contract, it is hereby agreed to settle the dispute by mutual discussions/negotiations. In the event of failure of mutual negotiations/discussions, the matter can be referred to arbitration as provided herein below:

Both parties together shall appoint a Sole Arbitrator to resolve the dispute and the Award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the contract subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportion the Arbitrator's fee as well as cost incurred for Arbitration shall be borne. The Arbitrator may with the consent of the parties extend the time from time to time to make or publish the Award, as the case may be. The venue of the Arbitration shall be Kochi.

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 the consideration of the Board of Authorityees of Cochin Port subject to the Delegation of Powers

28. PENALTY: The contractor shall arrange standby boat in case of failure of the primary boat. In case of non-availability of the boat for delay exceeding 2 hours ,in addition to non payment of hire charges for the said period , the contractor shall be liable to pay the Port, the cost there of at the rate equal to hire charges on prorata basis from the time the boat non operational. The minimum deduction for penalty shall be for 6 hours for non availability of the boat upto 6 hours and further non availability rounded off to the next hour.

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Schedule I

List of Documents –scanned copy -to be submitted online

PART 1 –TECHNO COMMERCIAL BID

Sl.No	Description of Documents	Remarks
1	Tender Fee (non refundable) in the form of DD/Bankers Cheque issued in favour of FA & CAO ,Cochin Port Authority , payable at cochin OR Valid NSIC regn certificate	Yes/No
2	EMD in the form of DD/Bankers cheque issued in favour of FA & CAO, Cochin Port Authority, payable at cochin OR Valid NSIC regn certificate	Yes/No
3	Tender Document including corrigendum if any duly filled (except price bid), signed and stamped on all the pages.	Yes/No
4	Average Annual Financial Turnover during the last three financial years shall not be less than Rs 24.40 Lakhs. Proof to be submitted duly certified by the Chartered Accountant. MQC	Yes/No
5	Experience of having satisfactorily executed “similar works” during last 7 years as on 31 st March 2022. Copy of the work order to be attached. (One similar work costing not less than Rs 65.08 lakhs OR Two similar works each costing not less than Rs 40.67 lakhs OR Three similar works each costing not less than Rs 32.54 lakhs) MQC	Yes/No
6	Experience of having satisfactorily executed “similar works” during last 7 years as on 31 th March 2021. copy of performance certificate to be attached as proof MQC	Yes/No
7	The Tenderer should have at least two boats owned or Hired (one boat for operation and one standby boat) and registered under KIV Rules of 2010 with valid KIV certificate.(Documentary proof required for ownership / Hire) MQC	Yes/No
8	Undertaking regarding illegal methods for influencing Tender process Annexure-I	Yes/No
9	Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender Annexure-II	Yes/No
10	Undertaking that no changes have been made in the Tender Document downloaded Annexure-III	Yes/No
11	Undertaking that price bid does not contain any techno commercial conditions Annexure-IV	Yes/No
12	Details of Boats offered and valid registration certificates under KIV Rules of 2010	Yes/No
13	Documentary evidence to prove the passenger capacity. (KIV Registration certificates. MQC	Yes/No
14	Documentary evidence to prove that Min. speed is 8 Knots. (Certificate issued by IRS/IACS/MMD/State Port/Marine insurance surveyors approved by IRDA) MQC	Yes/No
15	Documentary evidence to prove that Breadth of the Boat is not more	Yes/No

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	than 4.0 Meters.(KIV Registration certificate) MQC	
16	Documentary evidence to prove that Min. Free board when fully loaded is 75 cms. (Certificate issued by IRS/IACS/MMD/State Port/Marine insurance surveyors approved by IRDA) MQC	Yes/No
17	Documentary evidence to prove that Max. Air draft is 2.5 Mtrs for DM-MMPC launch. (Certificate issued by surveyors of IRS/IACS/MMD/State-Govt /Marine insurance-approved by IRDA) MQC	Yes/No
18	A covering letter with company address , phone /fax no ,email address.	Yes/No
19	The firm must have valid PAN . Copy of the certificate to be submitted	Yes/No
20	The firm must have valid GST registration. Copy of the certificate to be submitted	Yes/No
21	The boats offered by the Tenderer must have insurance coverage “ ITC Hulls Port Risks 20th July 1987 and Personal accident insurance coverage ” for crew &passengers against any accident, loss or damage including total loss and injury and loss of life to crew ,passengers and also third party damage. Copy of certificate to be submitted.	Yes/No
22	Copy of valid Power of Attorney duly notarized (if applicable)	Yes/No

Tenderer’s Signature with seal.

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Schedule II
PRICE BID

Name of Work: The supply of one motor launch on hire for use of DM-MMPC (Pollution boat)
Name and address of Tenderer:

Description of work	Rate in rupees per day (in figures)	Rate in rupees per day (in words)
The supply of one motor launch on hire for use of DM-MMPC (Pollution boat)		
The above price is the Hire rate per day for the offered Boat as per the conditions in the Tender document. The rate is inclusive of all taxes and duties but excluding GST (GST if applicable will be paid by COPT as per prevailing rates). The Price is firm and without escalation. The Tenderer shall write his rates in both figures and words. In case of dispute, the rate in words shall be final. The Tenderer shall make sure that there is no overwriting.		

Please see Website: www.Tenderwizard.com/COPT

Note: This form shall be filled in the MS-EXCEL format as uploaded in the website.
Website: www.Tenderwizard.com/COPT

ANNEXURE I (PROFORMA OF UNDERTAKING)

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

The Dy. Conservator,
Cochin Port Authority,
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 No.
so as to influence the Tender process and have not committed any offence in connection with the Tender.

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE II (PROFORMA OF DISCLOSURE OF PAYMENT)

MADE / PROPOSED TO BE MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE
TENDER

To

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

Dear Sir,

I/We have made / proposed to make the following payments in connection with the
Tender No

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 :

Name & Designation :

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

ANNEXURE III (PROFORMA OF UNDERTAKING)

THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED

To

The Dy. Conservator,
Cochin Port Authority,
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
.....

Yours faithfully,

Signature :

Name & Designation :

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ANNEXURE IV (PROFORMA OF UNDERTAKING)

THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

To

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

Dear Sir,

We.....
.....do hereby confirm that PRICE BID of the Tender submitted by us for
the Tender No. do not contain any condition.

Yours faithfully,

Signature :

Name & Designation :

TENDER PARTICULARS

1. Department : Marine
2. Officer Calling Tender : Dy. Conservator
3. Tender Title : The supply of one motor launch on hire for use of DM- MMPC (Pollution boat)

4. Product category : Support Service
5. EMD : Rs. 81350/-

6. Tender Fee : Rs. 3360/- (inclusive of 5% GST)
7. Tender Type : Service contract
8. Document issue period : Refer notice
9. Last date of submission : Refer notice
10. Tender Open Date : Refer notice
11. Work Description : Hiring of launch for the use of DM-MMPC

12. Pre-Qualification : Refer Tender Document

Contact Persons Particulars

13. Name & Designation : Capt. Joseph J Alapat ,
Dy. Conservator
14. Address : Cochin Port Authority, W/Island
Cochin -682 009, Kerala.
15. E mail Id : dc@cochinport.gov.in

Phone No.0484-2582500/2666417

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 Major Port Authority for Cochin Port (hereinafter called the "Port Authority" which expression shall include their successors and assignees) having accepted the tender No..... datedsubmitted by M/s..... <Name & address of tenderer>.... (Hereinafter called "the said tenderer") for <name of work>..... as per the Deputy Conservator, Cochin Port Authority's order No dated and having agreed to exempt M/s <Name & address of tenderer>..... (hereinafter called as the "tenderer" 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 Authority and the said tenderer 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 tenderer(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 Authority 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 Authority by reason of any breach by the said Tenderer(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 Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said tenderer(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 Authority any money so demanded notwithstanding any dispute or disputes raised by the tenderer(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 tenderer(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

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(Pollution boat)

performance of the said agreement and that it shall continue to be enforceable till all the dues of the Port Authority 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 Authority certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said tenderer(s) and accordingly discharges this guarantee.

We,..... Bank Ltd., further agree with the Port Authority that the Port Authority 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 tenderer(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Authority against the said tenderer(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 tenderer (s) or for any forbearance act or omission on the part of the Port Authority or any indulgence by the Port Authority to the said tenderer(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 tenderer(s).

We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port Authority in writing. This guarantee shall be valid up to unless extended on demand by Port Authority. 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.