MS STEEL PLATES, ROUND ROD,FLAT BAR AND ANGLES

I. Scope of Supply : Tenders are invited through Government e- Marketing Place (GeM Portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid] for the **supply of MS Plates, MS Round Rod, MS Flat Bar and MS Angles for the repair work of Marine Navigational Channel Buoys** of Cochin Port Authority, Willingdon Island, Kochi, Kerala as per specification and conditions given below:

1. **Specifications:**

MS Plates, MS Round Rod, MS Flat Bar and MS Angles

Sl. No.	Description	Size in MM	Weight in Kg
1	MS Plate	25	500
2	MS Plate	16	950
3	MS Plate	10	10000
4	MS Plate	08	2500
5	MS Round Rod	20	40
6	MS Flat Bar	65 X 8	800
7	MS Flat Bar	65 X 6	300
8	MS Flat Bar	50 X 6	300
9	MS Equal Angle	75 X 75 X 8	300
10	MS Equal Angle	65 X 65 X 6	150
11	MS Equal Angle	50 X 50 X 6	150

II. Special Conditions

a. Detailed Technical Specification of the offered product should be uploaded along with the bid document.
b. Offers not as per the specifications contained in the Buyer Added ATC will be left out of consideration.
c. Bidder should upload signed and sealed GeM Bid Document and Specifications and Conditions Document along with the bid as a token of acceptance of specifications and conditions of the bid
d. The Marine Engineering Supdt., Cochin Port Authority shall be the Engineer in charge for this procurement.
e. Payment terms: 100% payment will be made within 30 days from the date of supply and acceptance of items at Cochin Port Authority.
f. Terms of delivery: F.O.R at Site, Divisional stores, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State.
g. Completion period: Supply of items as per the technical specification shall be completed within **90 days** from the date of receipt of supply order
h. Consignee: Asst. Engineer (M), Materials Management Division, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State, Contact No: 0484 2582470/74.

i. Invoice should be addressed to: The Sr. Dy. Materials Manager, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State.

j. Price quoted should be for the Supply of all items as per the technical specification at Cochin Port Authority. The rate quoted should be inclusive of all the charges for delivery at Cochin Port Authority. The applicable GST should be shown separately in the invoice. Terms like 'payable at actual', 'Extra as applicable' etc: should not be included in the offer.

k. Unloading of the items at site shall be arranged by Cochin Port Authority. No additional payment other than the quoted rates shall be paid.

III. INSTRUCTIONS TO BIDDERS

1. Past Project Experience and Pre- Qualification Criteria:

1.1 The bidder should have supplied **Steel Plates/Bars/Angles** during the last 7 years ending 30.11.2025 as per following criteria.

i) Single order of at least Rs. 10,02,198/- or

ii) Two orders of at least Rs. 6,26,374/- or

iii) Three orders of at least Rs. 5,01,099/-

a. The bidders should submit copy of Work Orders/Purchase orders.

b. The bidders should submit Invoice/Consignees Receipt and Acceptance Certificate/ Completion certificate issued by the customer of the same purchase orders which is submitted against pre-qualification criteria

1.2 **Financial Criteria**:

a. Average Annual Financial turnover of the bidder during the last three financial years ending 31.03.2025 (viz. 2022-23, 2023-24 and 2024-25) should be at least **Rs. 4 Lakhs**.

b. Annual Accounts (profit and loss statement) for last three financial years (viz. 2022-23, 2023-24 and 2024-25) duly certified by a practicing Chartered Accountant and a statement showing the Average Annual Financial Turnover during the above three financial years duly certified by a practicing Chartered Accountant should be submitted along with the bid.

c. **EMD: Rs. 25,100/-** has to be remitted in the form of Account Payee Demand Draft of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Authority/ Insurance Surety Bonds/Banker's Cheque/ Bank Guarantee from any of the Commercial Banks /payment online in an acceptable form/Fixed Deposit Receipt from any of the commercial banks.

d. Micro and Small Enterprises (MSE) as defined as MSE Procurement Policy shall be eligible for exemption from remitting EMD as per GFR -2017- Clause No- 170 and relevant registration certificates should be uploaded along with the Bid.

1.3 **Eligible bidders, who is requested for exemption from remitting EMD shall be furnished Bid Security Declaration In lieu of Bid Security/EMD, as per the format enclosed as Annexure –III. Otherwise, the bids will be rejected**.

e. The Earnest Money Deposit of unsuccessful tenderers will be refunded on award of contract to the successful tenderer. The EMD of successful tenderer will be refunded on submission of security deposit as per GCC clause No.21 and executing agreement as per clause No. 22 of this tender document.

f. No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded

g. The EMD shall be forfeited under following circumstances

(a) In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 120 days from the date of submission and opening.

(b) Failing to furnish security deposit within the stipulated time, upon award of contract or failing to enter into an agreement with Cochin Port Authority as required in the tender within the stipulated time or within such extended time granted by Cochin Port Authority, the tender shall be liable to be cancelled and EMD shall be forfeited

h. Bank Details of Cochin Port Authority are given below:

Name of Bank	: State Bank of India
Name of Branch	: Cochin Port Authority Branch
IFSC Code	: SBIN0006367
Account No	: 41401802288
Account Holder's Name	: Cochin Port Authority

Proof of payment in original towards Earnest Money Deposit (EMD) shall be submitted to Sr. Dy. Materials Manager before the scheduled date and time of opening 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 of the contact person of Cochin Port Authority as mentioned in the GeM Bid Document, at least one day before the date and time of opening of GeM Bid. Cochin Port Authority will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned above. If EMD amount has not reflected in the Bank account of Cochin Port Authority, the bid will be rejected.

2. **Pre – Bid**: Pre bid queries if any should reach this office through e-mail/GeM Portal before one day prior to the date stipulated for Pre bid meeting in the GeM Bid Document
3. **Validity of Tender**: The tender shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same. The Cochin Port Authority may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made through GeM Portal. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.
4. **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Authority, for any reason, whether at his own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment.
   4.1 The amendment in the form of addendum will be published in GeM Portal.
   4.2 Any amendments issued will be hosted in the GeM Portal 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 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
   4.3 The Cochin Port Authority 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.
5. 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
6. 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.
7. **Opening of Tenders:** Techno-commercial Bid will be opened at date and time stipulated in the GeM Bid Document
8. Price Bid of those tenderers who are found qualified after evaluation of techno-commercial bid will be opened through GeM Portal.

9. To assist in the examination, evaluation and comparison of bids, Cochin Port Authority may ask bidders, individually for clarification of their bid. The request for clarification and the response shall be sent through GeM Portal/e-mail, but no change in price or substance of the bid shall be sought, offered or permitted.
10. **Determination of Responsiveness:** The bid which does not satisfy the pre-qualification criteria and other bid conditions shall summarily be rejected and shall not be considered for further evaluation. Cochin Port Authority will scrutinize the bids to determine whether the bid is substantially responsive to the requirements of the bid documents. For the purpose of this clause, a substantially responsive bid is one which inter-alia conforms to all the terms and conditions of the bid documents.
11. **Evaluation and comparison of bids**: Only such bids, as determined to be substantially responsive to the requirements of the bid documents will be evaluated. Other non- responsive bids will be rejected. The Port's decision on this shall be final, conclusive and binding.
12. **Acceptance of Bid**: Cochin Port Authority does not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid in part or to reject any bid or all bids without assigning any reasons whatsoever.
13. **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 Authority 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.
14. **The Buyer added Specifications and Conditions will override the GeM Specifications and Conditions** wherever they differ

I. GENERAL CONDITIONS OF CONTRACT

General Conditions of contract will override the GeM terms and conditions wherever they differ.

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:

2 "Employer/Cochin Port Authority/CoPA" means Board of Trustees of Cochin Port Authority, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Sr. Dy. Materials Manager or any other officers so nominated by the Board.

3 "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Authority and includes his servants, agents and workers, personal representatives, successors and permitted assigns.

4 "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.

5 "Contract Price" means the total sum of money to be paid by the Cochin Port Authority to the supplier on timely completion of the contract, including payment for additional quantity of material (if any), as per agreed terms and conditions of Contract, including taxes and duties to be paid to State or Central Government.

6 "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Cochin Port Authority.

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 Senior

Deputy Materials Manger, all other drawings furnished by the suppliers or by the Senior Deputy Materials Manger in accordance with the contract conditions.

8 “Trials" and "Tests" shall mean such trials and tests as are provided for in the conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘Cochin Port Authority’.

9 "Approved" or "Approval" shall mean approval in writing.

10 "Month" shall mean English Calendar Month.

11 “Day” shall mean English Calendar Day.

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.

13 “Tender” means the offer of the contractor along with all other relevant documents as referred to in the contract.

14 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 Engineer –In - Charge or his authorised Officers of Cochin Port Authority.

15 The quoted price shall be inclusive of all taxes and duties. The offer shall also include other charges such as packing, forwarding, freight, transit insurance etc. for delivery, commissioning and handing over of the items to Cochin Port Authority.. Any statutory variation in the rate of taxes / duties from the date of supply order but within the stipulated time of delivery shall be paid / deducted as the case may be to the supplier subject to production of documentary evidence. Statements such as "all taxes and duties applicable will be extra" should be avoided. Cochin Port Authority does not have any concessional forms, such as ‘C’ and 'D' forms. The rates quoted should be firm without any price variation clauses. All information required to arrive at the cost of equipment/material, ready to hand over at Cochin Port Authority should be included in the offer.

16 Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Authority under any circumstances.

17 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.

18 The supplier shall ensure the coverage of **Transit insurance** while raising the RR/LR etc. Materials brought by the supplier to Cochin Port Authority shall be insured at his own cost and the Port will no way be responsible for the loss / damages to the materials in connection with supply, assembling, commissioning, testing, warranty repairs etc

19 **Award of Contract**: The Cochin Port Authority 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 Authority reserves the right to accept the tender in part or to accept tender of different tenderers for each line item of the price schedule.

20 **Notification of Award**: Prior to expiry of tender validity or extended validity, the Cochin Port Authority shall place Purchase Order. Until a formal contract is prepared and executed, the notification of award and form of tender shall constitute a binding contract.

21 **Security Deposit:** The successful bidder is required to submit Security Deposit within **21 Days** from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms: (i) Account Payee Demand Draft from a Commercial Bank in favor of FA & CAO, Cochin Port Authority (ii) An irrevocable and unconditional Bank Guarantee on a **stamp paper of value Rs.100/-** from a Commercial Bank as per the format enclosed as **Annexure- I** of the bid or (iii) On- line payment to the Bank Account of Cochin Port Authority. (iv) Insurance Surety Bonds. (v) a Commercial Fixed Deposit Receipt from Bank. The value of Security Deposit shall be equivalent to **10%** of

the total contract value. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period (guarantee period). Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand. In the event of the bidder, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the wilful breach of the contract, the cost and consequence of which shall be to the sole account of the bidder and upon such an event the Board shall have full right to claim damages. The Security Deposit paid by the successful contractor will be refunded after satisfactory completion of the contract period (guarantee period) subject to obtaining of No Objection Certificate (NOC) from user Department.

22 **Contract Agreement**: The successful tenderer will be required to execute an agreement at his expense on **Kerala Stamp Paper** worth Rs.**200/-** (Rupees Two Hundred only) in the format FORM I FORM OF AGREEMENT for the due and proper fulfilment of the contract, within 30 days from the date of issue of purchase order. Pending preparation and execution of the contract agreement as above, the tender submitted by the supplier together with Purchase Order/Letter of Intent issued by Senior Deputy Materials Manger accepting the tender shall constitute a binding contract between Cochin Port Authority and the Supplier.

23 **Completion period:** Items should be supplied and completed the contractual obligations within the time stipulated in this tender document. However the Supplier should make all efforts to complete the contract as early as possible. If the work is not completed within the stipulated time, liquidated damages, as per clause - 24 will be applicable.

24 **Liquidated Damages**: Time is essence of this contract. In the event of failure to supply the items complete in all respects as per specifications, as ordered, within the completion period stipulated in the order / tender, the supplier would be liable to pay liquidated damages. The extension of time granted by Cochin Port Authority for completion of supply, due to reasons attributable to the supplier, will not exonerate the supplier from his liability to pay liquidated damages. The supplier shall pay to the Board of Trustees of Cochin Port as liquidated damages and not as penalty for the delay, a sum equivalent to ½ % (one half percent) of the contract price of the item(s) per week for such delay or part thereof, the maximum of which shall not exceed 10% (ten percent) of the contract price. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Trustees of Cochin Port shall have power to deduct such sum from any money due to the Supplier. Variations made in the supply shall not be an excuse for delay in completing the supply nor prevent the deduction of the said liquidated damages, unless an extension of the completion period shall have been granted by Cochin Port Authority, in writing in respect of such variation. The liquidated damages paid / deducted as above shall not relieve the supplier from the obligation to complete the supply order / contract or from other obligations and liabilities under the contract.

24.1 If the contractor fails to deliver the items/work or any part thereof within the period fixed for such delivery or as extended to the maximum of 20 weeks, or at any time repudiates the contract before the expiry of the contract, the Cochin Port Authority 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 Authority 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

24.2 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, the contractor shall promptly notify the Cochin Port Authority in writing of the delay, it's likely duration and it's cause. As soon as practicable after receipt of the contractor's notice, the Cochin Port Authority shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the exertion shall be ratified by the parties by amendment of the contract.

24.3 Except in case of force majeure, as provided under clause - 25, delay by the contractor in the performance of its delivery and completion of obligations shall render the contractor liable to imposition of liquidated damages pursuant to clause 24

25 **Force Majeure:** Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given by Fax/e-mail addressed to the other party within 10 working days of its occurrence. This Fax/e-mail shall be confirmed by letter dispatched within 4 week along with a certificate from the relevant Chamber of Commerce, confirming the existence of the circumstance of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), Cochin Port Authority may cancel the contract, subject to the consent of the Supplier, at no charge to Cochin Port Authority.

26 Materials brought by the supplier to Cochin Port Authority shall be insured at his own cost and the Port will no way be responsible for the loss / damages to the materials in connection with supply, assembling, commissioning, testing, warranty repairs etc.

27 **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.

28 **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 Authority. 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 Authority and shall be replaced to the satisfaction of Cochin Port Authority at the sole expense of the Supplier.

29 **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 Authority not be liable and responsible in any manner.

30 **Indemnify against Accident and Damage**: The Supplier shall be held liable and responsible for all accidents or damages to the equipment/material during supply, installation and commissioning from whatsoever cause arising, and chargeable for anything that may be lost, stolen, damaged, removed or destroyed at any time till the equipment/material is accepted by the Cochin Port Authority. The Supplier shall also be held responsible and guaranteed to make good any damage

to or defects in the said equipment/material or any portion thereof due to materials, workmanship or design which appear or become known before the expiry of the warranty period notwithstanding that such damage / defect might not have been discovered during the tests or trials or that payment may wholly or partially have been made or that the equipment/material have been approved earlier as properly completed. Such approval by Cochin Port Authority shall not affect or prejudice the right of the Board of Trustees of Cochin Port Authority against the supplier or be considered conclusive as to the sufficiency of such equipment/material .

31 **Quality of materials and workmanship**: All the equipment/materials, components, accessories etc. used shall be brand new and readily available. All items offered shall be as per approved quality and standards. 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 at site. The supplier shall supply the equipment/material according to the true intent and meaning of the specifications of the contract and complete the same to the entire satisfaction of the Cochin Port Authority.

32 **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.

33 **Work on Sundays and Holidays:** No delivery of equipment/materials shall be carried out on Sundays and other holidays and beyond working hours on working days without the sanction in writing of the officer concerned. The working hours of the Port Authority are from 8:00 AM to 4:00 PM on all week days with half an hour interval between 12 Noon and 12.30 PM.

34 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 Authority, without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

35 **Guarantee: Steel Plates/Bars/Angles** shall be guaranteed for a period of **One Year** from the date of acceptance of ordered items at Cochin Port Authority. In the event of any manufacturing defect during the guarantee period, the supplier shall replace the defective items free of cost to Cochin Port Authority. The cost of all replacement of such materials, including freight, insurance, clearance, customs duty, tax, delivery charges etc. shall be borne by the supplier. If the supplier does not respond to guarantee claim within seven days of intimation of defect, the guarantee period of the same shall be extended beyond the normal period by such period, not exceeding the period of idleness, as the **Sr**. **Dy. Materials Manager of the Cochin Port Authority will decide.**

36 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 Senior Deputy Materials Manager for his information.

37 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.

38 Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.

39 **Termination:** The Contract shall be terminated under following circumstances:

40 Termination for Default: The Cochin Port Authority, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:

41 If the contractor fails to deliver any or all the Goods within the period specified in the Contract, or within the any extensions granted by the Cochin Port Authority pursuant to Clause 24.2 above.

42 If the contractor fails to perform any other obligation under the contract

43 If the contractor, in the judgment of the Cochin Port Authority has engaged in fraud and corruption, in competing for or in executing the contract.

44 Termination for Insolvency: The Cochin Port Authority may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such

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

45 Termination for Convenience: Cochin Port Authority, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Authority's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

46 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.

47 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.

48 Cochin Port Authority's Lien: Cochin Port Authority shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Authority to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the Cochin Port Authority and the Contactor.

49 All statutory approvals are in the contractor's scope.

50 **Settlement of Disputes & Arbitration**

50.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

50.2 If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

50.3 If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may, within 15 days of the receipt of Engineer's decision, appeal to the Chairman who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision then:

50.4 The Dispute in respect of contract of value upto Rs. 1crore shall not be referred for adjudication through Arbitration and

50.5 If the value of the contract is exceeding Rs. 1 crore and upto Rs.5 crores, the Dispute shall be resolved through arbitration as follows;

(i) The Parties together shall appoint a Sole Arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the Parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator may, with the consent of the Parties extend the time, from time to time, to make and publish award as the case may be.

(ii) If the Arbitrator so appointed is unwilling to act or resigns the appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

50.6 If the value of the Contract is above Rs. 5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

50.6.1 The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof.

50.6.2 In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port Authority inter se or CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011- DPE (PMA) – GL dtd. 12.06.2013 or any statutory amendment thereof.

51 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

52 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

53 It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

54 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

55 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

56 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

57 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”.

58 **Conciliation and Settlement Committee (CSC)**

In the event of any dispute or differences between the Port Authorities and the Contractor, 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 the Conciliation and Settlement Committee comprising of independent subject experts, constituted by the IPA and adopted by the Board of Major Port Authority for Cochin Port in its meeting dated 02.03.2022, to enable speedy disposal of pending / new cases.

58.1 Either the Port or the contractor may send a reference about the dispute to the other party. The party initiating conciliation shall send to the other party a written invitation to settle or conciliate under this Part, briefly identifying the subject of the dispute. The concerned Technical Division in the Port shall send a request or response within 7 working days if a reference is received from the contractor thereby inviting the Contractor to depute a team of their representatives to interact with the Contract Management Division (CMD) constituted by each Port.

58.2 The procedure for referring disputes to the CSC will be as per the guidelines issued by IPA dated 05.10.2021 and subsequent amendment dated 21.03.2022. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee / Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for subject to the delegation of powers

ANNEXURE-I

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(TO BE EXECUTED ON STAMP PAPER WORTH RS.100/-)

GUARANTEE BOND NO.

In consideration of the Board of Major Port Authority for Cochin Port (hereafter called the "Cochin Port Authority" which expression shall include their successors and assignees) having accepted the bid No……. dated …….submitted by M/s…(name & address of supplier)….(hereinafter called " the said bid") for ……(name of work)….. as per the Sr. Dy. Materials Manager, Cochin Port Authority's Purchase 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 bid and the agreement to be executed between the Port Authority 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 fulfilment by the said supplier(s) of the terms and conditions contained in the said bid 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 Cochin 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 Cochin Port Authority 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 Cochin Port Authority 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 Cochin Port Authority any money so demanded not withstanding 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 Cochin 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 Cochin Port Authority 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 Cochin Port Authority that the Cochin 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 supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Cochin Port Authority 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 Cochin Port Authority or any indulgence by the Cochin Port Authority 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 Cochin Port Authority in writing.

This guarantee shall be valid up to ……. unless extended on demand by Cochin 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 the ……day of……

for …….. Bank Ltd.

Annexure- II

AGREEMENT NO..... OF 2025

This agreement is made at Cochin on this the---------- (date) day of ----------(month), Two Thousand Twenty Three between M/s. represented ---------- aged ---------- years, son of Sri. ---------- residing at ---------- (House name and No.) ---------- District ---------- State ---------- (hereinafter referred to as "The Supplier" which expression shall include their successors, assignees and administrators) of the one part AND the Board of Major Port Authority for Cochin Port constituted under the Major Port Authorities Act, 2021 represented by the Chief Mechanical Engineer (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 Bids for supply .....through GeM portal vide Bid Number: ……..and the supplier have submitted a bid for the same giving the rates subject to the terms and conditions etc. And whereas the said bid of the supplier has been accepted by the employer and a GeM Contract No: …….. dated: ……. has been issued to the supplier accepting their bid subject to GeM Bid Document Conditions and such other Contract Documents. And as per one of the terms of the above Contract, an agreement has to be executed between the supplier and the employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

1. The supplier hereby agrees to supply .....as described in the GeM Bid Document at the rates shown there under subject to GeM Bid Document all hereunto annexed within **90 days** from the date of receipt of Contract/Purchase Order or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The supplier has furnished Security Deposit through..... in lieu of Security Deposit for the due and proper fulfilment of the contract. The supplier further agrees that the aforesaid Security Deposit will be kept valid until sixty days beyond the expiry of the Guarantee Period. The supplier also agrees that the amount remitted in lieu of Security Deposit for the due and proper fulfilment of the contract will be suitably enhanced so as to cover 10% of 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 supplier's bills.

.

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

1.
2.
3.

The Conditions given in the Contract/Purchase Order dated : ……. shall over-ride the GeM Bid terms and conditions given in the Bid document, wherever they differ. Any of the counter terms and conditions of the supplier shall not be taken as terms and conditions of this contract/agreement unless Cochin Port in writing specifically agree to it.

IN WITNESS WHEREOF THE SUPPLIER hereunto set his hand and seal And on behalf of the Board of Major Port Authority for Cochin Port, the Chief Mechanical Engineer has set his hand and seal and common seal of Cochin Port as has been hereunto affixed the day and year first written above.

Signed sealed and delivered

By
..... SUPPLIER
M/s.

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered by EMPLOYER

.

The Chief Mechanical Engineer,
Cochin Port Authority on behalf of
Board of Major Port Authority for Cochin Port.

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

1)

2)

Annexure -III

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 Departmental Tender Document.

Signature of the Tenderer with seal