COCHIN PORT TRUST

#### MARINE DEPARTMENT

## E-TENDER No. A1/LIFE RAFTS /2019

## E-Tender For Servicing Of Liferafts For The Period 2019-21

Tender publication date

: .22<sup>nd</sup> Oct 2019

Down loading of Tender Document

: from 22<sup>nd</sup> Oct 2019, 1400 hrs to 12<sup>th</sup> Nov 2019, 1400 hrs

: 12<sup>th</sup> Nov 2019, 1430 hrs

: 12<sup>th</sup> Nov 2019, 1500 hrs

: Will be informed later

: Rs 2100/- (non re fundable)

Last date and time for Submission of Tenders

Time and date of technical bid opening

Opening Of The Price Bid

Cost of Tender Document / Processing Fee

(Tender fee is inclusive of 5% GST)

EMD

: Rs 19,500/-

Office of the Deputy Conservator Cochin Port Trust, Willingdon Island Cochin – 682 009. Phone: 91 -484 -2666417, 2582500 Fax: 91- 484- 2666417

e-mail: 1) dc@CochinPort.gov.in



#### E-TENDER No. A1/LIFE RAFTS /2019

Date: 22<sup>nd</sup> Oct 2019

#### **E-TENDER NOTICE**

1.1. Electronic Tenders (e-Tenders) in "Two Cover System" are invited from reputed and experienced firms for "**SERVICING OF LIFERAFTS FOR THE PERIOD 2019-21**" for a period of two years by the Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin – 9 and will be received **up to the time schedule** .Tenders shall be submitted in accordance with the 'Instruction to Tenderers', "scope of work", "General Conditions of Contract' etc, as detailed in the Tender Document. The Tenders will be opened by the Deputy Conservator, Cochin Port Trust at this office on the same day at **the scheduled time.** Only GST registered vendors will be eligible to participate in the Tender.

1.2. The Tender Document can be down loaded from the e-Tendering Portal **www.Tenderwizard.com/COPT** at the scheduled time.

1.3 The Tender Documents are also available in Port's website <u>www.CochinPort.gov.in</u> or from central public procurement Portal **www.eprocure.gov.in/cppp.** 

1.4 The Bidders need to obtain the one time User ID & Password for log-in to e-Tendering Portal <u>www.Tenderwizard.com/CPT</u> from the service provider M/S KEONICS by paying registration amount of Rs.1180/- through online Payment using Credit/Debit Card/Net banking.

1.5. The Tender shall be submitted by an individual or by a Registered Partnership firm or by a Limited Company. **The name and address of the Tenderer shall be entered in the space provided in 'Price Bid'**. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the Tender which must disclose that the firm is duly registered under Indian Partnership Act. If the Tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the Tender the evidence of the authorization. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company.

1.6 The Tenders shall be submitted "**online**" only. The bidders shall submit **scanned copy** of all the required Documents such as Demand Draft / Banker's Cheque towards Tender fee and EMD; proof of experience, supPorting Documents as per Tender etc. along with e-Tenders. Tender submitted other than online shall not be considered. (Online Submission at: www.Tenderwizard.com/COPT)

1.7 The Original EMD and Tender fee by Demand draft / Banker's cheque drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi shall be submitted in Sealed envelope with a covering letter and shall be addressed to the Dy. Conservator, Cochin Port Trust, Cochin 682 009, and shall be super scribed with words "E-TENDER FOR SERVICING OF LIFERAFTS FOR THE PERIOD 2019-21". Earnest money in any form other than the demand draft/Banker's Cheque will not be accepted.

The Tenderers who are registered with NSIC are exempted from payment of cost of Tender Document and EMD. Copy of valid NSIC Registration Certificate as per MSME Act shall be uploaded with the other Documents for availing exemption of the above. The Tenderers who have not submitted the cost of Tender Document and EMD in sealed covers and not uploaded the scanned copy of valid NSIC Registration Certificate will not be considered for opening Techno Commercial Bids.

Tenders of those who have not submitted the Tender fee and EMD as above or Copy of valid NSIC Registration Certificate as per MSME Act uploaded online may not be considered for detailed evaluation. (The fees mentioned above are the only item to be submitted in original to CoPT before the scheduled time for participating in the Tender. All other Documents to be submitted online only)

1.8 The intending bidder must have valid **Class-II or III digital signature** certificate to submit the bid. For further details, please contact to e-Tender Help Desk No. 080 – 49352000 /9605557738.

SI.	Description of activity	Venue	Date & Time
No			
1	Issue of Tender	On line	From 22 <sup>nd</sup> Oct 2019
	Document	www.Tenderwizard.com/CPT	1400 hours
		www.CochinPort.gov.in	To 12 <sup>th</sup> Nov 2019,
		www.eprocure.gov.in/cppp	1400 hrs
2	Last date of submission	Online Submission at:	12 <sup>th</sup> Nov 2019,
	of bid	www.Tenderwizard.com/COPT	1430 hrs
3	Opening of Techno	Online at:	12 <sup>th</sup> Nov 2019,
	commercial bid	www.Tenderwizard.com/COPT	1500 hrs
4	Opening of Price Bid of	Online at:	Will be informed
	technically qualified	www.Tenderwizard.com/COPT	
	Tenders		

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

# 2. EARNEST MONEY TO BE DEPOSITED

2.1 Each Tender should be accompanied by an Earnest Money deposit amounting to Rs.19,500/- (Exempted for Tenderers with valid NSIC Registration Certificate as per MSME Act –certificate to be uploaded online) in the form of DD/ Banker's Cheque.

## 3. <u>Preparation and submission of bids</u>.

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 <u>www.Tenderwizard.com/CPT.</u>

**4.** The right of acceptance of Tender will rest with Cochin Port Trust who do not bind themselves to accept the lowest Tender and reserves to themselves the authority to reject any or all of the Tenders received without assigning any reason thereof.

**5.** The Tender Document will be available in the e-Tendering Portal. All the schedules in the content sheet should be filled up **except** price bid. The price schedule should be kept blank. All the pages of the Tender Documents including "**Price Schedule** (not filled) shall be signed by the contractor.

**6.** The Deputy Conservator or his duly authorized officer will open the e-Tenders in the presence of intending Tenderers who may be present at the time in person or through their authorized representative. In the event of a Tender being rejected, the earnest money paid with such unaccepted Tender shall be refunded to the Tenderer.

7. It is obligatory on the part of the Tenderer to sign each and every page of the of Tender Document submitted online as a token of acceptance of all the conditions mentioned in the Document, while submitting the Tender.

**8.** The Tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Employer reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax or by email. The Tenderers will have an option to refuse the request without forfeiting their EMD. However in the event of the Tenderer agreeing to the request, they will not be permitted to modify the Tender.

**9.** The bidder is responsible to download Corrigendum/ Addendums/ Amendments/ Errata/ Replies to the queries of the bidder etc., if any, issued by the Employer, from the website before submission of the bid. Any shortfall in submissions of the said corrigendum /Addendums/ Amendments/Errata/Replies to the queries of the bidder duly signed etc. along with the downloaded Documents while submitting the bid will not be considered. Incomplete bid Documents may be rejected.

**10.** Cochin Port Trust will not be held responsible for any technical snag or net work 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 Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.

**11.** Should any Tenderer withdraw his Tender before the period, or make any modification in the terms and conditions of the Tender which are not acceptable to the department and the earnest money deposited by the Tenderer shall be forfeited.

**12.** 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.

**13.** 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.

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

**15.** The under signed reserves the right to reject / cancel / postpone any one or all Tenders at any stage of the Tender, which will be binding on all bidders.

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

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

**18.** 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 The Board of Trustees of the Port of Cochin.

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#### FORM OF TENDER

То

The Deputy Conservator, Cochin Port Trust.

1. Having examined the general information and conditions of contract and having satisfied ourselves of the work to be carried out for E-TENDER FOR SERVICING OF LIFERAFTS FOR THE PERIOD 2019-21 we offer to take up the work.

2. We further undertake, if our Tender is accepted, security deposit in respect of this contract shall be 10% of the total value of the contract of which 5% will be in the form of Bank Guarantee (BG) and 5% will be deducted from the running account bill. The total amount thus deposited will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment of any of the terms and conditions of the contract by the Contractor. GST at applicable rate will be charged on the recovery amount recovered by encashment of Bank Guarantee/ retention money.

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 90 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 Trust.

6. We understand that you are not bound to accept the lowest or any Tender you may have received.

Dated, the Day of 2019

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

SIGNATURE OF TENDERER & ADDRESS

### **INSTRUCTIONS TO TENDERER**

**1.** E-Tenders in two cover system are invited by COCHIN PORT TRUST (hereinafter referred to as CoPT) from experienced and reputed firms for annual Servicing of liferafts fitted on Board CoPT floating crafts for a period of two years.

# 2. (A) Information to bidders

Description of work	Estimated Cost of work ( ₹.)	Earnest Money Deposit	Tender fee (₹.)	period
Annual Servicing of liferafts fitted on Board CoPT floating crafts for a period of two years	Rs 7.80 Lakhs	Rs 19,500/-	Rs 2100/- (Non refundable)	2 years

**3.** Tender Documents shall be submitted **online only**, duly filled in, signed and stamped on all pages before the due date and time for receipt of Tender. (EMD and Tender fee shall be submitted in the form of DD/ Banker's cheque in original to CoPT and the scanned copy to be submitted online. Please refer clause no 1.7 of Tender notice) .COPT 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 be not be considered for evaluation.

**4.** Tender fee and EMD along with covering note in sealed cover shall be submitted in original in the form of DD/ Banker's Cheque to CoPT with heading "E-TENDER FOR SERVICING OF LIFERAFTS FOR THE PERIOD 2019-21" on or before the due date and time. (Please refer clause no 1.7 of Tender notice) In case of Regd. Post / Courier, it should be sent to "Deputy Conservator, Marine Department, Cochin Port Trust, Cochin Port, Kerala, Pin-682009. Offers not accompanied with the above fees & EMD of the right value in shall be rejected.

# 5. <u>Scope of work</u>

- A. The contractor shall remove and collect the Life Rafts requiring servicing from the various crafts at his own expenses on working days and shall service the Life Rafts at a place and in the manner as approved by Mercantile Marine Department (MMD) / Indian Register of shipping (IRS).
- B. After servicing, the Life Rafts shall be returned and fitted to the concerned crafts by the contractor at his own expense, on working days during working hours.
- C. All items including Life Rafts condemned by the MMD /IRS shall be returned to the appropriate crafts
- D. The Hydrostatic Release Units will form part of the Life Rafts and are to be Serviced/Replaced as required along with it.
- E. The contractor shall maintain all the tools required for servicing of Life Rafts.
- F. The contractor is liable to supply the Life Rafts after servicing with the entire satisfaction of the MMD /IRS and with necessary certification.

- G. A list of service requirement and materials requirement in the Schedule II(A)-price bid and schedule II(B) -price bid to be individually quoted in the price bid.
- H. For the purpose of evaluation, the Total amount for service in schedule II(A) and total amount for materials in schedule II(B) will be added together.
- I. The details of liferafts in use on Board Floating crafts owned by Cochin Port Trust mentioned in annexure-V.
- J. The Tenderer may visit Cochin Port Trust to see the liferafts fitted on Board crafts if required.

# 6. <u>MINIMUM QUALIFICATION CRITERIA, (MQC)</u>

- A. Average Annual Financial Turnover during the last three financial years ending 31<sup>st</sup> March 2019 shall not be less than Rs 2.34 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 31<sup>th</sup> Aug 2019. (Copy of the work order to be attached. Also copy of performance certificate to be attached as proof).
  - i. Three similar works each costing not less than Rs 3.12 lakhs,
  - ii. Two similar work each costing not less than Rs 3.90 lakhs.
  - iii. One similar work costing not less than Rs 6.24 lakhs "Similar work" means at least one year experience in servicing of life rafts during the last seven years as on 31<sup>st</sup> Aug 2019 in PSU, state govt, central govt, Indian major Ports or Indian navy
- C. The Tenderer should have approval from DG shipping for servicing of Life rafts. Copy of valid certificate to be submitted.

# **7.** IMPORTANT NOTES

a) The Earnest Money Deposit of unsuccessful Tenders shall be returned within 30 days from issue of Letter of Acceptance to the successful Tenderer. The EMD of the successful Tenderer shall be returned after submission of Bank Guarantee towards security deposit.

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

c) No interest will be payable on the Earnest Money deposit.

d) 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 individual / 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 CoPT 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, COPT reserves the right to treat the Tender as non-responsive without seeking any further clarification.

#### 8. Bid submission

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

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

**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 <u>www.Tenderwizard.com/COPT</u>.

#### Information Required In The Bid

**Part I -Technical Bid** shall contain scanned copy of All Documents as per the **schedule I**. EMD and Tender fee should be submitted in original to Cochin Port Trust , scanned copy to be submitted online as mentioned in **schedule I**.

All pages of the Tender Documents shall be duly signed and stamped by the Tenderer. The Tenderer should not indicate his basic cost offer anywhere directly or indirectly in 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(A) and schedule II(B)** 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 <u>www.Tenderwizard.com/COPT</u>). 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 Trust 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.

## 9. Bid Opening – Technical 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 technical bids of the Tenders received will be opened first.

**Technical Bid:** Technical Bid shall be opened online in the office of the **Deputy Conservator, Cochin Port Trust** as per the date and time fixed in the time schedule. Submission of EMD and Cost of Document is verified initially. In case the earnest money and cost of bid Document is not deposited in original at Cochin Port Trust or is not in order, the Bid may not be opened.

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 emode will not be opened.

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

# **10. Bid Opening – Price Bid:**

Price Bid of those Tenderers found responsive in the evaluation of Technical bid, 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, CoPT 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 90 days from the date fixed for receiving the same. CoPT reserves the right to extend the period of validity for a specific time as may be required by CoPT. The request and response thereto shall be made in writing by post or email or 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.** CoPT will 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 conforms to all the terms, general conditions and specifications of the Tender Document and technically suitable. The Tenderer shall carefully submit all the Documents as required under the Tender failing which the offer is liable to be treated as non-responsive. A Tender which, in relation to the cost estimates of CoPT is seriously unbalanced may be rejected as non-responsive.

**13.** ACCEPTANCE **OF TENDER**: The CoPT does not bind itself to accept the lowest or any Tender and reserves the right to accept any Tender in part or to reject any Tender or all Tenders without assigning any reasons whatsoever.

**14. AWARD OF CONTRACT**: The CoPT shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender.

# 15. LETTER OF ACCEPTANCE (LOA):

- I. Prior to the expiration of the period of Tender validity or extended validity, the CoPT shall notify the successful Tenderer, in writing, that his Tender has been accepted (LOA- letter of acceptance). The contractor shall sign the agreement within 30 days of receipt of the LOA. Until a formal contract is prepared and executed, the notification of award and form of Tender shall constitute a binding contract. The contractor must commence the work within 30 days of receipt of the LOA.
- **II.** Upon the successful Tenderer's furnishing of the signed agreement form, the CoPT will promptly notify each unsuccessful Tenderer and will release their EMD.

**16.** 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.

**17.** The successful Tenderer will be required to execute an 'agreement' at his expense on Kerala State Stamp Paper of adequate value in the prescribed departmental form for the due and proper fulfillment of the terms and conditions of the contract within seven days of receipt of LOA.

# 18. AUTHORITY IN SIGNING TENDER DOCUMENTS:

i. The Tender, if submitted on behalf of principals or a partnership firm should be signed either by all the partners or some of the partners or other persons holding a valid "Power of Attorney" from other partners or all the partners constituting the firm or the Principals as the case may be.

ii. In the event, the Tender is signed by some of the partners or other persons or the agent, the Tender should be accompanied by a valid power of attorney duly executed by partners/principals specifying that the partners or person/s or agents signing the Tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the Tender.

iii. In case of a company, the Tenders should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

**19.** At any time prior to the last date of submission of Tender, COPT may for any reason whatsoever, change or modify the Tender Documents by addendum(s) / Corrigendum(s). Tenderer may seek any clarification from COPT 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. COPT 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.

**20.** The Tenderer may modify or withdraw his Tender after submission provided the notice of modification or withdrawal is received in writing by COPT 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 expiration 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 expiration of such extended date as the case may be and before the expiration of such extended date as the case may be and before the expiration of such extended date as the case may be and before the expiration 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 COPT in this regard shall be final.

**21.** 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 COPT.

The rates and amounts submitted by the Tenderer shall be gross rates & amount inclusive of all other incidental charges that the tenderer may have to bear for the execution of the contract but does not include GST.

**22. CONFIDENTIALITY:** The Cochin Port Trust desires that this Tender shall be treated strictly as confidential. The Tenderer shall be obliged to observe this desire.

**23.** 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**.

**24.** 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.

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

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

**27. 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 CoPT shall be written 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.

**28.** The Contractor shall preferably be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme

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

# 30. Payment terms

A. The payment for the work carried out shall be made once in a calendar month within 30 days of submission of bill in proper shape along with copy of log book after deduction of penalties if any.

B. TDS under Income-tax and GST Law at the rate prescribed from time to time will be deducted while making payment of the amount of the contractor.

C. The monthly payment shall be made through banks only.

## **GENERAL CONDITIONS OF CONTRACT**

**1.** The person whose Tender may be accepted (here in after called the contractor) shall within 30 days of receipt by him of Letter of acceptance of his Tender, sign the contract indicating his (their) acceptance of the terms and conditions

2. Security deposit: The person whose Tender may be accepted (hereinafter called the CONTRACTOR) shall within 30 days of receipt of the Letter of acceptance (LOA) of the Tender, sign the contract indicating his acceptance of the terms & conditions. The security deposit in respect of this contract shall be 10% of the total value of the contract of which 5% will be in the form of Bank Guarantee (BG) and 5% will be deducted from the running account bill. The total amount thus deposited will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment of any of the terms and conditions of the contract by the Contractor. All compensation or other sums of money payable by the Contractor to CoPT under the terms and conditions of the contract may be deducted from the security deposit. GST at applicable rate will be charged on the recovery amount recovered by encashment of Bank Guarantee/ retention money.

**3.** If any time after the commencement of the supplies, CoPT shall, for any reason whatsoever, 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 in case of default on the part of the contractor, have power to terminate all liability of CoPT there under at any time after giving 30 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 Dy. 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 its premature termination, or for any loss which he might have sustained on this account.

**4.** Payments due to the Contractor will be made to his Bank account. The Contractor should furnish the bank account details.

**5.** If the contractor or his employees break, deface, injure or destroy property belonging to the Board, it shall be made good at the Contractor's own expenses. The Dy. Conservator however, reserves the right to make good the same at the cost and expenses of the contractor deducting the cost of the same from any monies due, or may become due, to the Contractor.

6. The bill for servicing each Life Raft shall be presented showing separately the materials used/replaced, and servicing charges. Each bill shall be accompanied by the certificate issued by the MMD/IRS Surveyor in respect of that Life Raft. Certificate of equipment replaced should indicate its date of manufacture and date of expiry. Bills for the MMD/IRS Surveyor's inspection should be enclosed along with the servicing bills. Bills shall be presented only after the Rafts have been returned to the Crafts.

7. It shall be the responsibility of the 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. In every cases 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 workmen employed by the contractor in execution of works, the Board will recover from the contractor the amount of the 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 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 otherwise.

**9.** 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.

# **10.** DEFINITIONS & INTERPRETATIONS:

Following words shall have the meaning hereby assigned to them except where contract otherwise requires.

i. Board : Board means the Board of Trustees of Port of Cochin, a body corporate under the Major Port Trust Act 38 of 1963 as amended from time to time or any other Officer duly authorized by them to execute the contract.

ii. Contractor : Contractor means a person , firm or company whose Tender has been accepted by the Board and includes the contractor personnel, representative, successor and permitted assignees.

iii. Chairman : Chairman shall mean the Chairman of Cochin Port Trust.

iv. Deputy Conservator : Deputy Conservator means the Deputy Conservator of Cochin Port Trust (Employer)

v. Works : Works mean, works to be executed in accordance with the contract.

vi. Contract : Contract means the notice inviting the Tender, the Tender and acceptance thereof and formal agreement if any executed between the Board and the contractor together with the Documents referred to therein including the conditions with the appendix and special conditions, price schedule / bill of quantities and schedule of rates etc. All these Documents taken together shall be deemed to form one contract and shall be complementary to one another.

vii. Contract Price : The contract price means sum named in the Tender subject to such addition thereof on deduction from there as may be made under the provisions therein after contained.

viii. Approved : Approved means approved in writing including subsequent written confirmation of previous verbal approvals and 'approval' means approved in writing including as aforesaid.

xi. Deputy Conservator's Representative: Deputy Conservator's representative means any Officer duly authorized by the Deputy Conservator to supervise the works.

xii. Work done Certificate : Work done certificate means certificate issued by the Deputy Conservator or his representative where the work has been completed to his satisfaction in accordance with the contract.

xiii. Sub-contractor : Sub-contractor means any person or firm or company to whom any part of work has been enTrusted by the Contractor with the written consent of the Deputy Conservator.

# **11.** CoPT's RIGHT TO ACCEPT OR REJECT ANY TENDER :

CoPT reserves the right to reject or accept any or all offers without assigning any reasons. CoPT is also within its rights to negotiate with any Tenderer for the early implementation of the award of contract.

# **12.** DETERMINATION OF RESPONSIVENESS :

The Tenders will be scrutinized to determine whether the Tender is substantially responsive to the requirements of the Tender Documents without any deviations or reservation. A Tender which, in relation to the estimated hire rate, is unrealistic may be rejected as non responsive. The decision of the Deputy Conservator in this regard shall be final.

# **13.** PROCESS TO BE 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.

## **14.** NOTIFICATION OF AWARD AND DELIVERY :

i. Prior to the expiration 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 tenderer who has purchased / submitted the Tender, and will constitute the conditions of contract.

iii. The time to count for commencement of contract shall be from the date of receipt of the Letter of Acceptance.

iv. Upon the receipt of Letter of Acceptance of the contract by the successful Tenderer, he shall prepare two sets of Agreements included in the Tender Document, 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.

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.

# **15.** NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER :

No correspondence will be entertained from the unsuccessful Tenderers.

# **16.** 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.

# **17.** 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 reenactment 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 Employees Compensation Act, Employees State Insurance Act 1948, 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, by e laws or scheme by the Contractor. If as a results 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 Trusts Act, 1963 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

# **18.** ASSIGNMENT AND SUBLETTING :

The Contractor shall not sublet the whole or part of the contract.

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 subletting under this clause.

**19.** 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.

**20.** The contract shall remain valid for a period of two years from the date of commencement of service. 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.

# **21.** PAYMENT OF TAXES :

The Contractor shall be liable to pay all taxes, levies and duties etc except GST 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.

## **22.** 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.

## 23. 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 compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

### 24. 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, The Board shall not be liable for or in respect of any accident or injury to any workmen or other person in the employment of Contractor or his Subcontractor and the 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, and they 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.

## **25.** EMPLOYEES OF BOARD NOT INDIVIDUALY 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.

## **26.** 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, COPT 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.

- **27.** TERMINATION OF CONTRACT :
  - i. The Deputy Conservator reserves the right to terminate the contract by giving 30 days notice to the Contractor, in case of a major breach of agreement.
  - 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 Trust for a period of 2 years in case the contract is terminated pre-maturely due to serious breach of agreement by the contractor.
- 28. 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:

Chairman shall appoint a Sole Arbitrator to resolve the dispute and 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.

# 29. SETTLEMENT OF DISPUTES THROUGH CONCILIATION

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 Trust may refer such unresolved disputes or differences to a conciliation committee / Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending / new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the conciliation committee / council, if agreed by both the parties shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.

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

# <u>Schedule I</u> <u>List of Documents – scanned copy - to be submitted online</u>

#### PART 1 - TECHNICAL BID

SI.No.Description of Documents1Tender fee (non refundable) in the form of Cheque /Or Valid NSIC regn certificate2EMD in the form of DD/Banker's cheque regn certificate3Tender Document including corrigendum if (except price bid), signed and stamped on at 44Undertaking regarding illegal methods for	Or Valid NSIC ` any duly filled ` Il the pages. or influencing `	Yes/No Yes/No		
Cheque /Or Valid NSIC regn certificate EMD in the form of DD/Banker's cheque regn certificate Tender Document including corrigendum if (except price bid), signed and stamped on a	Or Valid NSIC ` any duly filled ` Il the pages. or influencing `	Yes/No Yes/No		
<ul> <li>Cheque /Or Valid NSIC regn certificate</li> <li>2 EMD in the form of DD/Banker's cheque regn certificate</li> <li>3 Tender Document including corrigendum if (except price bid), signed and stamped on a</li> </ul>	Or Valid NSIC ` any duly filled ` Il the pages. or influencing `	Yes/No Yes/No		
<ul> <li>2 EMD in the form of DD/Banker's cheque regn certificate</li> <li>3 Tender Document including corrigendum if (except price bid), signed and stamped on a</li> </ul>	any duly filled ` Il the pages. or influencing `	Yes/No		
<ul> <li>regn certificate</li> <li>3 Tender Document including corrigendum if (except price bid), signed and stamped on a</li> </ul>	any duly filled ` Il the pages. or influencing `	Yes/No		
3 Tender Document including corrigendum if (except price bid), signed and stamped on a	Il the pages. or influencing \			
(except price bid), signed and stamped on a	Il the pages. or influencing \			
	or influencing	Yes/No		
4 Undertaking regarding illegal methods f		Yes/No		
	o be made to `			
Tender process Annexure-I	o be made to `			
5 Disclosure of payment made/ proposed t		Yes/No		
the intermediaries in connection with	the Tender			
Annexure-II				
6 Undertaking that no changes have been	made in the	Yes/No		
Tender Document downloaded Annexure-I	I			
7 Undertaking that price bid does not conta	ain any techno	Yes/No		
commercial conditions Annexure-IV				
8 Average Annual Financial Turnover during		Yes/No		
financial years ending 31 <sup>st</sup> March 2019 sha	all not be less			
than Rs 2.34 Lakhs. Proof to be submitted	duly certified			
by the Chartered Accountant (MQC)				
9. Experience of having satisfactorily exect		Yes/No		
works" during last 7 years as on 31 <sup>th</sup> Aug 2	works" during last 7 years as on 31 <sup>th</sup> Aug 2019. Copy of			
the work order to be attached (MQC)				
10 Experience of having satisfactorily exect		Yes/No		
works" during last 7 years as on 31 <sup>th</sup> Aug	1.5			
performance certificate to be attached as	· ·			
11 The Tenderer should have approval from	11 5	Yes/No		
for servicing of Life rafts. Copy of valid cer	rtificate to be			
submitted <b>(MQC)</b>				
12 The Tenderer must have valid PAN card	I. Copy to be	Yes/No		
submitted.				
13 The Tenderer must have valid GST registra	ation. Copy of `	Yes/No		
the certificate to be submitted.				
14 A covering letter with Tenderers address	, phone /fax	Yes/No		
no ,email address.				

**Note**: All the Documents submitted by the Tenderer shall be neatly filed online for easy reference.

Tenderer's Signature with seal.

# <u>Schedule – II (A)</u> Part 2 Price Bid (service)

# Name & Address of the Tenderer

SI. No.	Particulars	Quantity For 2 year	Rate per Unit in Rupees	Total in Rupees
01	Handling and TransPortation charges to & from CoPT	15 Nos X 2 yr.		
02	Gas inflation test	8 nos		
03	Basic Servicing of Rafts	15 Nos X 2 yr.		
04	H. R. Fitting charge	15 Nos.X 2 yr		
05	Co2 Cylinder recharging & Pressure Testing	08 Nos.		
06	Container, Painting & Stencilling	15 Nos. X 2 yr		
07	Anti-mould and Anti-wick Treatment	15 Nos X 2 yr		
08	Container repair charges	3000 sq inch		
09	Nylon securing strap (supply)	15 Nos.		
10	Manufacturer /OEM Certification fee	15 rafts X 2yr		
11	Fabric repair charges	300 Sq.Ft.		
12	Relief valve service	30 x 2 yr		
13	Washing cleaning and drying of life rafts	15 x 2 yr		
14	Operating head servicing	15 x 2 yr		
15	Topping up valve servicing	15 x 2 yr		
16	Water proof taping for pack box service	15 x 2 yr		
17	Loading unloading at service station	15 x 2 yr		
18	Working press test of life raft	15 x 2 yr		
19	NAP test (necessary addl press test)	15 x 2 yr		
Total	in words	Total(Figures)		
For se	ervice	For service		

## Note:

1) Any other repairs required as per recommendations of MMD/ IRS Surveyor will be paid as per actual. MMD / IRS Survey Fees will be paid as per actual .For the purpose of evaluation, the Total amount for service in schedule II (A) and total amount for materials in schedule II (B) of the price bid will be added together. The amount to be quoted above is exclusive of GST.

2) This form shall be filled in the MS-EXCEL format only as uploaded in the website. <u>www.Tenderwizard.com/COPT</u>

# <u>Schedule – II (B)</u> Part 2 Price Bid (Materials)

# Name & Address of the Tenderer

SI. No.	Particulars	Quantity	Rate per Unit / No. / Sq.Ft. in Rupees	Total in Rupees				
01	Smoke Float per Unit (3 year life-6 months)	15 No's						
02	Parachute Rockets(3 year life-6 months)	30 No's.						
03	Hand Flares(3 year life-6 months)	45 No's.						
04	First Aid Kit (18 months life)	15 Nos. X 2yr						
05	Retro – Reflecting Tapes (2 inch wide)	300 Feet X 2yr						
06	Anti Sea Sickness Tablets 120 nos per raft	15Rafts						
07	Sea Cells	15 Sets X 2yr						
08	Rubber Bellow	8 No's.						
09	Signalling Torch	8 No's						
10	Labels set of 3	30 no						
11	FRP container renewal 10/12 persons	1 NO						
12	FRP container renewal 20 persons	2 No's						
13	Renewal of Disposable HRU	15 Nos.						
14	Sealing gasket	15 no x 2 yr						
15	Container ID kit	15 no x 2 yr						
16	Light unit	15 no						
17	Relief valve	9 no						
18	Topping up valve	15 no						
19	Bursting strap	60 no x 2 yr						
20	sea sickness bag	180 no						
21	Repair kit solution set of 2 x 50gm	30 no						
22	Polythene liner of 5 m	30 no						
Total in figures (for materials) Rupees								
	Total in words (for materials)	Rupees		Total in words (for materials) Rupees				

Note:

1) Any other repairs required as per recommendations of MMD/ IRS Surveyor will be paid as per actual. MMD/ IRS Survey Fees will be paid as per actual .For the purpose of evaluation, the Total amount for service in schedule II (A) and total amount for materials in schedule II (B) of the price bid will be added together. The amount to be quoted above is exclusive of GST.

2) This form shall be filled in the MS-EXCEL format only as uploaded in the website. <u>www.Tenderwizard.com/COPT</u>

#### ANNEXURE I (PROFORMA OF UNDERTAKING)

### **REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS**

То

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

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender 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

То

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

Dear Sir,

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

1	toMr./Ms./Messrs
	(Name and Address)
2	toMr./Ms./Messrs
	(Name and Address)
3	toMr./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

То

The Dy. Conservator, Cochin Port Trust, Cochin 682009. Kerala, India.	
Dear Sir,	
We	
de	b 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 :

:

# ANNEXURE IV ( PROFORMA OF UNDERTAKING)

### THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

То

The Dy. Conservator, Cochin Port Trust, 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 :

# ANNEXURE V

# Details of life raft on Board Cochin Port floating crafts

Vessel	Manufacturer	Туре	Capacity	SI no	Quantity
Tug Vypeen	SHM	A-20(II)	20	20/159	2
			20	20/158	
Tug Vallarpadam	SHM	A-20(II)	20	20/157	2
			20	20/156	
Dredger Nehru	Galvanisers India	Markwell	25	GI+25104	4
Shatabdi			20	GI+20607	
			20	GI+20918	
			20	GI+20787	
Dredger Nehru	Shanghai Youlong	KHA-20	20	2054	3
Shatabdi			20	2052	
			20	2051	
Dredger Nehru	Shangai Star	Raft –A-	20	A0820253	1
Shatabdi	Rubber Products	20(II)			
Pilot New	Shangai Haian	HAF-10	10	1189	1
MV Venad	Galvanisers India	Markwell	20	GI+20976	1
MV Venad	Galvanisers India	Markwell	20	GI+ 20919	1