



TENDER DOCUMENT
For
Supply of “Stud Link Anchor Chain & Accessories” for Channel Buoys.

Tender Number : F5/T-03-R/Buoy Chain/2020-MM
Availability of Tender Document : 06.05.2020 to 14.00 Hrs on 27.05.2020
Last date of submission of Tender : 14:30 hrs. on 27.05.2020
Techno-Commercial Bid opening : 15:00 hrs. on 27.05.2020
Cost of Tender Document : Rs. 2,100/-
EMD : Rs.20,000/-

Office of the
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Cochin Port Trust,
Cochin – 682009
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1 TENDER NOTICE

- 1.1. Electronic tenders (e-tenders) in two cover system are invited the Sr. Dy. Materials Manager, Cochin Port Trust, Willingdon Island, Cochin 682009 for Supply of “**Stud Link Anchor Chain & Accessories**” for Channel Buoys.
- 1.2. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from CoPT website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 1.3. The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender.
- 1.4. The bids should be uploaded in electronic form only through e-tender portal www.tenderwizard.com/COPT.
- 1.5. Cost of tender document **Rs.2,100/-** and Earnest Money Deposit (EMD) **Rs.20,000/-**, including GST are to be remitted in the form of the Banker's Cheque or DD issued by Nationalized / Scheduled banks, drawn in favour of FA & CAO, Cochin Port Trust, payable at Cochin as two separate DD/Bankers's Cheque.
- 1.6. Two separate DD/Bankers's Cheque towards Cost of Tender Document and EMD (as mentioned in clause 1.5 above) 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.
- 1.7. All benefits applicable to NSIC/MSME as per the Public Procurement Order 2012/2017 shall be applicable for this tender.
- 1.8. Scanned copy of DD/Bankers's Cheque towards Cost of Tender Document and EMD (as mentioned in clause 1.5 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, failing which the bid will be rejected.
- 1.9. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/COPT from the service provider KEONICS, by paying registration amount of **Rs.1180/-** through online Payment using Credit/Debit Card/Net banking or DD in favour of KSEDCL, Bangalore. The details of e-tender facilitator is available through Telephone Nos. **080 49352000/ 09605557738**.
- 1.10. The tenders shall be submitted “**on line**” strictly in accordance with the Instructions to Tenderers and other terms & Conditions given in the tender document.
- 1.11. The bidders shall submit scanned copy of all the required documents such as proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/COPT.
- 1.12. Time schedule for various activities in connection with this tender will be as follows:
 - 1.12.1. **Availability of Tender Document:** www.cochinport.gov.in; www.eprocure.gov.in/cppp/; www.tenderwizard.com/COPT from **06.05.2020** to **27.05.2020**
 - 1.12.2. **Opening of Techno-Commercial bid:** 15:00 Hrs on **27.05.2020**
 - 1.12.3. **Opening of Price Bid of qualified Tenderers:** Will be announced later

Sd/-

Sr. Dy. Materials Manager
For and on behalf of the Board of Trustees of
The Cochin Port Trust

Dated: **06.05.2020**

2 INSTRUCTIONS TO TENDERER

- 2.1. **Scope of Tender:** Electronic Tenders (e-tenders) in two-cover system are invited from eligible Tenderers for **Supply of “Stud Link Anchor Chain & Accessories” for Channel Buoys**, as per specifications given in Section 5. Tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions of Contract, Special Conditions, Scope of Supply and Technical Specification etc. as enumerated in this tender document.
- 2.2. **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 2.3. **Cost of tender document: Rs.2,100** /- including GST, is to be remitted in the form of the Banker's Cheque (BC) or Demand Draft (DD) from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Cost of tender document will not be refunded. Cost of tender document in the form of Cheque/ Bank Guarantee will not be accepted. Tenders without cost of tender document will not be accepted.
- 2.4. **EMD: Rs.20,000/-** is to be remitted in the form of the BC/DD from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted. Tenders without EMD will not be accepted.
- 2.4.1. The EMD of successful tenderer will be refunded on submission of security deposit as per clause 3.8 and executing agreement as per clause 3.10 of this tender document
- 2.4.2. No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.
- 2.4.3. The EMD shall be forfeited under following circumstances
- 2.4.3.1. In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 90 days from the date of submission and opening.
- 2.4.3.2. Failing to furnish security deposit within the stipulated time, upon award of contract or failing to enter into an agreement with Cochin Port Trust as required in the tender within the stipulated time or within such extended time granted by Cochin Port Trust, the tender shall be liable to be cancelled and EMD shall be forfeited.
- 2.4.4. Upon submission of Security Deposit and signing of Agreement by the successful tenderer, the Cochin Port Trust will notify each unsuccessful tenderer and will refund their EMD.
- 2.5. DDs/BCs in lieu of Cost of Tender Document and EMD have to be scanned and attached in the e-tender portal www.tenderwizard.com/COPT. Original DDs/BCs in lieu of Cost of Tender Document and EMD has to reach office of the Sr. Dy. Materials Manager, on or before the date and time fixed for opening of techno-commercial bid. **Tenders which do not satisfy this condition will be summarily rejected.**
- 2.6. All benefits applicable to NSIC/MSME as per the Public Procurement Order 2012/2017 shall be applicable for this tender.
- 2.7. Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped on all pages for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped

and signed tender document (except price-bid) shall be scanned and uploaded in the e-tender portal www.tenderwizard.com/COPT. Any tender not so complete is liable to be rejected.

2.8. Minimum Qualification Criteria (MQC):

- 2.8.1. Tenderer should either be a manufacturer of "**Anchor Chain/Stud Link Chain**" or should be an authorised dealer of the manufacturer.
 - 2.8.1.1. In case of manufacturer, copy of certificate of incorporation/registration should be submitted along with the tender.
 - 2.8.1.2. In case of authorised dealer, copy of valid dealership certificate issued by the manufacturer should be submitted along with the tender.
- 2.8.2. The Tenderer should have successfully supplied "**Anchor Chain/ Stud Link Chain**" during last 7 years ending on 30/04/2020. The bidder is required to submit the copy of supply orders and proof of receipt of respective purchase orders. Value of Completed Supplies should be either of the following: -
 - 2.8.2.1. Three Completed Supplies, each costing not less than **Rs.7, 84,384/-**. or
 - 2.8.2.2. Two Completed Supplies, each costing not less than **Rs.9, 80,480/-**. or
 - 2.8.2.3. One Completed Supply, costing not less than **Rs.15, 68,768/-**.
- 2.8.3. Average annual financial turnover of the tenderer should not be less than **Rs. 5.88 lakhs** during the last three (3) years ending 31.03.2019. The details shall be furnished in Schedule C. Copy of auditor's report along with balance sheets for the past three years should be enclosed along with the tender.
- 2.9. **Validity of Tender:** The tender shall remain valid and open for acceptance for a period of **90 days** from the last date fixed for receiving the same. The Cochin Port Trust may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The tenderer 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.
- 2.10. **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Trust, for any reason, whether at his own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment.
 - 2.10.1. The amendment in the form of addendum will be sent by e-mail to all prospective tenderers who have downloaded tender document directly from Cochin Port Trust website.
 - 2.10.2. Any amendments issued will be hosted in the Cochin Port Trust website at least 5 days prior to the dates specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued in CoPT website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any, shall be binding on the tenderer.
 - 2.10.3. The Cochin Port Trust may at their discretion extend deadline for the submission of tenders to enable prospective tenderer to take the amendment into account while preparing the tender.
- 2.11. The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender.

- 2.12. Power of attorney for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender.
- 2.13. The tenderer should not submit their offer with any conditions / counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
- 2.14. All the documents submitted should be indexed and page numbered
- 2.15. **Submission of Tender:**
 - 2.15.1. DD/Banker's cheque towards cost of tender document and EMD should be scanned and attached in the e-tender portal and original DD/Banker's cheque shall be submitted to the office of the Sr. Dy. Materials Manager, CoPT on or before the due date and time fixed for tender opening.
 - 2.15.2. The tender document should be submitted as two separate files in the e-tender Portal; one file consisting of following documents:
 - 2.15.2.1. Tender documents (except price schedule) signed and stamped on all pages.
 - 2.15.2.2. In case of Manufacturer, copy of certificate of incorporation/registration
 - 2.15.2.3. In case of Authorised dealer, copy of valid dealership certificate issued by the Manufacturer
 - 2.15.2.4. Copy of supply orders, performance certificate by the buyer and contact details of the clients duly authenticated by person authorized to sign the tender on behalf of the bidder
 - 2.15.2.5. Copies of profit and loss statement, balance sheets and auditor's report / annual report for the past 3 years.
 - 2.15.2.6. Copies of GST, TIN, PAN etc.
 - 2.15.2.7. Copies of registration of Firm/Company, details of Proprietor/Partners/Directors.
 - 2.15.2.8. Copies of Partnership Deed/Memorandum and Articles of Association.
 - 2.15.2.9. Power of Attorney in favour of person authorized to sign the tender document.
 - 2.15.2.10. Schedules A, C, D & E, Annexure I, II, duly filled and signed.
 - 2.15.2.11. Printed pamphlets / catalogues / brochures of the maker showing make, model, technical specifications etc.
 - 2.15.3. The price bid format (Schedule B) is given separately. It should be filled ON LINE by the bidder.
 - 2.15.4. The tenderers are required to submit both Technical bid & Price bid in '*e-tender*' mode only on www.tenderwizard.com/COPT before the due date and time fixed for opening of techno-commercial bid.
- 2.16. Disclosure / indication of the Price(s) in the Techno- Commercial Bid shall make the Tender disqualified and will be rejected.
- 2.17. Tenderer should quote one price only for each item. Declaring price discrimination by showing optional / alternative model or manufacturer may lead to rejection of the complete offer.
- 2.18. Corrections should be duly attested by the signature(s) of the tenderer (s) with date.
- 2.19. Cochin Port Trust shall not provide any forms for getting any exemptions from payment of duties and taxes.

2.20. Opening of Tenders:

- 2.20.1. Techno-commercial Bid will be opened at 15:00 hrs on **27.05.2020** in the e-tender portal www.tenderwizard.com/COPT. Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening.
- 2.20.2. Price Bid of those tenderers who are found qualified after evaluation of techno-commercial bid will be opened “**on-line**”. Date and time of opening of price-bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price óBid by logging in to the e-tender portal at the date and time intimated for opening of Price óBid.
- 2.21. To assist in the examination, evaluation and comparison of tenders, Cochin Port Trust may ask tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent e-mail/fax, but no change in price or substance of the tender shall be sought, offered or permitted.
- 2.22. **Determination of Responsiveness:** The tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. A tender that, in relation to the cost estimate of the Port, is seriously unbalanced may be rejected as non-responsive.
- 2.23. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.
- 2.24. **Evaluation and comparison of tenders:** Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port’s decision on this shall be final, conclusive and binding.
- 2.25. **Acceptance of Tender:** Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.
- 2.26. **Language of the tender:** The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Trust shall be in **English language**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

3 GENERAL CONDITIONS OF CONTRACT

- 3.1. Definitions: In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 3.1.1. "Employer/Cochin Port Trust/CoPT" means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Sr. Dy. Materials Manager or any other officers so nominated by the Board.
 - 3.1.2. "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Trust and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
 - 3.1.3. "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, Schedules, Annexure etc., any amendments thereto, Tender, Letter of Acceptance and the Contract Agreement.
 - 3.1.4. "Contract Price" means the total sum of money to be paid by the Cochin Port Trust 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.
 - 3.1.5. "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Cochin Port Trust.
 - 3.1.6. The "Schedule" shall mean the Schedule(s) attached to the tender document.
 - 3.1.7. The "Drawings" shall mean the drawing(s), issued along with the tender document, drawing(s) submitted by the supplier along with his tender duly signed by him and approved by the Senior Deputy Materials Manger, all other drawings furnished by the suppliers or by the Senior Deputy Materials Manger in accordance with the contract conditions.
 - 3.1.8. "Trials" and "Tests" shall mean such trials and tests as are provided for in the conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the Cochin Port Trust.
 - 3.1.9. "Approved" or "Approval" shall mean approval in writing.
 - 3.1.10. "Month" shall mean English Calendar Month.
 - 3.1.11. "Day" shall mean English Calendar Day.
 - 3.1.12. "Completion" means the fulfilment of the supply of Equipment/materials/material and related services by the supplier in accordance with the terms and conditions set forth in the contract.
 - 3.1.13. "Tender" means the offer of the contractor along with all other relevant documents as referred to in the contract.
- 3.2. The specification given is only intended to cover the principal requirements and is not to be taken as complete in details. The equipment/material should be complete in all respect as per Port's requirements and to be commissioned/supplied to the entire satisfaction of the Sr. Dy. Materials Manager or his authorised Officers.
- 3.3. The quoted price shall be exclusive 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 Trust. The percentage of each taxes and duties should be specifically mentioned in the price schedule. 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. The price shall be quoted in the prescribed format in the Price Schedule (Schedule B). Statements such as "all taxes and duties applicable will be extra" should be avoided. Cochin Port Trust does not have any concessional forms, such as -CØ and 'D' forms. The rates quoted should be firm without any price variation clauses. All information required to arrive at the cost of equipment/material, ready to hand over at Cochin Port Trust should be included in the offer.

- 3.4. Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Trust under any circumstances.
- 3.5. In the event, the tenderer not indicating the rate of taxes and duties separately in the bid, Port shall not pay for any change in the rate of taxes and duties including any newly levied taxes and duties during the entire currency of the contract under any circumstances.
- 3.6. Supplier to inform himself fully: The supplier shall be deemed to have carefully examined the general conditions of contract, technical specifications, and form of tender and informed himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of supply and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
- 3.7. **Award of Contract:** The Cochin Port Trust shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the lowest evaluated tender. Cochin Port Trust reserves the right to accept the tender in part or to accept tender of different tenderers for each line item of the price schedule.
- 3.8. **Notification of Award:** Prior to expiry of tender validity or extended validity, the Cochin Port Trust shall notify the successful tenderer, in writing, that his tender has been accepted. Until a formal contract is prepared and executed, the notification of award and form of tender shall constitute a binding contract.
- 3.9. **Security Deposit:** The successful tenderer will be required to furnish Bank Guarantee towards Security Deposit for 10% of contract price including taxes and duties on a stamp paper of value **Rs 100/-** within 15 days from the date of issue of purchase order. The Bank Guarantee furnished towards the security deposit shall be valid up to the completion of the guarantee period and shall have a claim period of three months after successful completion of guarantee period. In case of extension of Guarantee period, Bank Guarantee has to be extended for a further period as required by Cochin Port Trust to cover the guarantee period. Any expenditure in this regard will be borne by the supplier. FORM II PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT is appended along with this tender document. Bank Guarantee has to be furnished in this format. The Bank Guarantee shall carry no interest and will be refunded after the successful completion of the contract in all respects. If the supplier fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract from Security Deposit/any sums of money due or that may become due to the Supplier. This is without prejudice to the rights of the Port Trust under the terms of this Contract.
- 3.10. **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 Trust and the Supplier.

- 3.11. **Completion period:** “**Stud Link Anchor Chain & Accessories**” should be supplied within the time stipulated in Section 4 SPECIAL CONDITIONS of this tender document. However the Supplier should make all efforts to complete the supply as early as possible. If the supply is not completed within the stipulated time, liquidated damages, as per clause 3.12 will be applicable.
- 3.12. **Liquidated Damages:** Time is essence of this contract. In the event of failure to supply/commission 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 Trust for completion of supply/commission, 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/commission 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 Trust, 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.
- 3.13. 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 Trust may without prejudice to its own rights, either cancel the contract or a portion thereof and have the supply completed without further notice, at the contractor's risk and expenses, as Cochin Port Trust may deem best suited to the interest of the Board. In such case the contractor shall have no claim to compensation for any loss that he may incur in any way and shall not be entitled to any gain on repurchase made against default. He shall be liable for any loss that the Board may sustain on this account
- 3.14. **Extension of time:** If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the goods or completion of related services, pursuant to clause 3.11, the contractor shall promptly notify the Cochin Port Trust in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the contractor's notice, the Cochin Port Trust shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the exertion shall be ratified by the parties by amendment of the contract.
- 3.15. Except in case of force majeure, as provided under clause 3.16, 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 3.12.
- 3.16. **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 Trust may cancel the contract, subject to the consent of the Supplier, at no charge to Cochin Port Trust.

- 3.17. Materials brought by the supplier to Cochin Port Trust 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, guarantee repairs etc.
- 3.18. Alterations and Additions: Should any alterations or additions to the supply as specified in the said specifications not involving extra cost to the supplier be considered necessary or expedient by either party and be mutually agreed or in writing, the supplier shall execute the same without any charge beyond the contract price. But if the Port desires any alterations or additions involving extra cost to the Supplier, the Supplier before executing the same, arrive at a mutual agreement regarding the cost and time for such alterations and additions.
- 3.19. Rejections and Replacements: All equipment/material and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Cochin Port Trust. Any portion of equipment/material or any of the works done under this contract which may be considered to be defective or unsatisfactory or not in accordance with the said specifications shall be rejected by Cochin Port Trust and shall be replaced to the satisfaction of Cochin Port Trust at the sole expense of the Supplier.
- 3.20. Royalties on Patented Articles: The supplier shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected article on design which shall be used by him in or about the construction of the system and shall at all times indemnify the Board and its officers and agents from all actions, suits, demands and claims, in respect of the said royalties and other sums of money, charges, damages and expenses in any way arising there out or incidental thereto. In other words all intellectual property rights and laws shall be honoured and all liabilities there under including all expenses incidental thereto shall be met by the Supplier who shall be wholly responsible for the same, and the Board of Trustees of Cochin Port Trust not be liable and responsible in any manner.
- 3.21. 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 Trust. The Supplier shall also be held responsible and guaranteed to make good any damage to or defects in the said equipment/material or any portion thereof due to materials, workmanship or design which appear or become known before the expiry of the guarantee 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 Trust shall not affect or prejudice the right of the Board of Trustees of Cochin Port Trust against the supplier or be considered conclusive as to the sufficiency of such equipment/material .

- 3.22. 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 Trust.
- 3.23. Responsibility for completeness: Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary for the equipment/material, are to be provided by the supplier without extra charge and the equipment/material must be complete in all details.
- 3.24. 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 Trust are from 8:00 AM to 4:00 PM on all week days with half an hour interval between 12 noon to 12.30 PM.
- 3.25. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Cochin Port Trust, without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3.26. **Guarantee:** The complete equipment shall be guaranteed for a period of **One year** from the date of commissioning at Cochin Port Trust, In the event of any defect or deficiency being noticed in the functions of the item, which is attributable to the defective materials, design or workmanship, during the guarantee period, the supplier shall make good the same at his cost. The supplier shall supply new items to replace any that may be proved to have been so defective, free of cost to Cochin Port Trust. The cost of all replacement of such defective parts of materials, including freight, insurance, clearance, customs duty, GST, 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 Port Trust will decide.
- 3.27. 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.
- 3.28. Settlement of dispute: In the event of any dispute in the interpretation of any of the clauses of this Agreement, it is hereby agreed to settle the dispute amicably by mutual discussions / negotiations. In the event of failure of mutual negotiations/discussions, the matter can be referred to Arbitration as provided here in below. The parties shall jointly appoint a sole Arbitrator to resolve the dispute. In the event the parties do not agree upon the Arbitrator within four weeks after one party has claimed for arbitration in writing, each party will nominate an Arbitrator of their choice and two Arbitrators so nominated shall choose a 3rd Arbitrator. The award of the Arbitrator so appointed shall be final and conclusive and

- binding on all parties to the Agreement subject to the provision 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 proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. 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. The venue of Arbitration shall be Cochin.
- 3.29. **Governing Law:** The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in special conditions of contract.
- 3.30. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
- 3.31. **Termination:** The Contract shall be terminated under following circumstances:
- 3.31.1. **Termination for Default:** The Cochin Port Trust, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
- 3.31.1.1. 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 Trust pursuant to Clause 3.14 above.
- 3.31.1.2. If the contractor fails to perform any other obligation under the contract
- 3.31.1.3. If the contractor, in the judgment of the Cochin Port Trust has engaged in fraud and corruption, in competing for or in executing the contract.
- 3.31.2. **Termination for Insolvency:** The Cochin Port Trust may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Cochin Port Trust.
- 3.31.3. **Termination for Convenience:** Cochin Port Trust, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Trust's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 3.32. **Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 3.33. **TDS under GST Law:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.
- 3.34. **Cochin Port Trust's Lien:** Cochin Port Trust shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Trust to the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between the Cochin Port Trust and the Contractor.
- 3.35. All statutory approvals are in the contractor's scope.
- 3.36. Dispute or difference on any matter whatsoever, pertaining to the contract shall not be raised by the contractor after submission of 'No Claim Certificate' in the form as per the format enclosed as Form III.

4 SPECIAL CONDITIONS

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

- 4.1. Product brochure containing detailed specification of the product quoted should be enclosed along with the tender.
- 4.2. Manufacturer's Brand Name and Model Name of the "**Stud Link Anchor Chain & Accessories**" offered should be mentioned in the tender.
- 4.3. **Anchor Chain and Accessories** should be manufactured with **U2 grade steel** with test certificate from **Classification Society/Indian Register of Shipping**.
- 4.4. **Guarantee** certificates should be submitted along with the invoice.
- 4.5. Test certificate from **Classification Society/Indian Register of Shipping** should be submitted along with the supply of chain.
- 4.6. **Payment terms:** 100% payment shall be made only after satisfactory supply of chain at site to the entire satisfaction of the engineer in charge of Cochin Port Trust.
- 4.7. Marine Engineering Superintendent, Cochin Port Trust shall be the engineer in - charge
- 4.8. Terms of delivery: **F.O.R** Cochin Port Trust.
- 4.9. Delivery period: The items as per the tender and technical specification under Section 5 SCOPE OF SUPPLY AND TECHNICAL SPECIFICATION shall be successfully handed over to Cochin Port Trust by the supplier within **45 days** from the date of receipt of supply order.
- 4.10. The consignee of the equipment is **Assistant Materials Manager, Cochin Port Trust, Cochin, 682003**. Way bills shall be addressed to the Assistant Materials Manager, Cochin Port Trust, Cochin, 682003.
- 4.11. Invoice shall be addressed to the **Senior Deputy Materials Manager, Cochin Port Trust, Cochin - 682003**.
- 4.12. Price quoted in Schedule B should be for Supply of "**Stud Link Anchor Chain & Accessories**" at Cochin Port Trust including One year guarantee. The rate quoted should be inclusive of freight charges, duties etc: The applicable GST should be shown separately. Terms like -payable at actual -Extra as applicable etc: should not be included in the offer.
- 4.13. The tenderer shall submit their offer with separate rate for all the items in their price bid and tenders without quoting rates for any of the items will be rejected. The evaluation for award of the tender will be considering the overall **øLlö** of all the items to ensure uniformity.

5 SCOPE OF SUPPLY AND TECHNICAL SPECIFICATION

Item: - Stud Link Anchor Chain & Accessories - U2 grade for Channel Buoys

Sl. No.	Description	Unit	Qty
1.	38 mm. diameter Studded Chain with end links, 27.5 Metres length.	Nos.	04
2.	32 mm. diameter Studded Chain with end links, 27.5 Metres length.	Nos.	10
3.	38mm diameter swivel piece with end links	Nos.	04
4.	32mm diameter swivel piece with end links	Nos.	08
5.	35 mm diameter Lugged joining Screw Shackle with 42 mm bolt, provided dovetail chamber and its locking taper pin. Inside pitch 128 x 80 mm	Nos.	06

Note: All items should be U2 Grade steel with test certificate from Classification Society / Indian Register of Shipping.

6 SCHEDULE A
LIST OF DOCUMENTS TO BE SUBMITTED ON LINE

Cl. No	Description of Documents	For documents submitted, mention page no:
2.3	Cost of Tender Documents in the form of DD.	
2.4	EMD in the form of DD.	
2.6	Copy of MSME/NSIC Certificates	
2.7	Tender document duly filled (except price schedule), signed and stamped on all the pages.	
2.8.1.1	Copy of certificate of incorporation/registration	
2.8.1.2	Copy of valid dealership certificate issued by the manufacturer	
2.8.2	Copy of Purchase Order to prove MQC	
2.8.2	Proof of receipt of the submitted POs to prove MQC	
2.8.2	Copies of profit and loss statement, balance sheets and auditor's report / annual report for the last 3 years	
2.15.2.10	Details of financial stability (Schedule C).	
2.15.2.10	Structure of organization (Schedule D).	
2.15.2.10	Details of experience (Schedule E).	
2.15.2.7	Copies of registration of Firm/Company, details of Proprietor/Partners/Directors	
2.15.2.8	Copies of Partnership Deed/Memorandum and Articles of Association	
2.15.2.9	Power of Attorney in favour of person authorized to sign the tender document.	
2.15.2.6	Copy of GST,PAN etc.	
2.15.2.10	Undertaking that no changes have been made in the tender document downloaded (Annexure I).	
2.15.2.10	Undertaking that Price Bid does not contain any technical commercial conditions (Annexure II).	
2.15.2.11	Technical Literatures/Brochures /Catalogues.	

Note: All the documents submitted by the Tenderer shall be page numbered. Tenderer is required to mention relevant page numbers of his offer while filling up the above format.

Signature of Tenderer with date and seal

**1. SCHEDULE B
(Price Bid)**

(See the Price Schedule online for quoting the rate)

**7 SCHEDULE C
DETAILS OF FINANCIAL STABILITY**

**8.1.FINANCIAL TURNOVER OF THE TENDERER DURING THE LAST THREE YEARS
ENDING ON - 31-03-2019.**

Sl. No.	Year	Turn Over
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	

8.2. BANK DETAILS

NAME OF THE BANKER :
 ADDRESS OF THE BANKER :
 BRANCH :
 ACCOUNT NUMBER :
 IFSC CODE :

Signature of Tenderer with date and seal

**8 SCHEDULE D
STRUCTURE OF ORGANISATION**

NAME OF TENDERER :
POSTAL ADDRESS :

TELEPHONE :
TELEX/FAX :
E-Mail :
CONTACT PERSON :
TELEPHONE :
MOBILE :
TELEX/FAX :
E-Mail :

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

NAMES OF DIRECTORS :

REGISTRATION NO: OF FIRM/ COMPANY :
DATE OF REGISTRATION :

AUTHORITY OF AUTHORISED SIGNATORY :

Attach copies of registration of Firm/Company, details of Proprietor/Partners/Directors
Attach certified copies of Partnership Deed/Memorandum and Articles of Association.

Signature of Tenderer with date and seal

**9 SCHEDULE E
DETAILS OF EXPERIENCE**

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

Attach the copies of Purchase orders and satisfactory performance report from the clients.

Signature of Tenderer with date and seal

12 FORM I FORM OF AGREEMENT
TO BE EXECUTED ON KERALA STAMP PAPER (Rs.200/-)

AGREEMENT NO. í í . OF í í í í í í í

This agreement is made at Cochin this the-----day of -----, Two Thousand-----
----- between-----
----- represented by Sri. ----- 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 Trustees of Port of Cochin, Willingdon Island, Cochin-9, a Trust formed under "Major Port Trust Act 1963" 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 tenders for supply of "Stud Link Anchor Chain & Accessories" vide Tender Notice F5/T-03-R/Buoy Chain/2020-MM and the supplier had submitted a tender for the same giving the rates subject to the terms and conditions etc. And whereas the said tender of the supplier has been accepted by the employer and a Purchase Order No..... dated..... has been issued to the supplier accepting their tender subject to INSTRUCTIONS TO TENDERER, GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS, SCOPE OF SUPPLY AND TECHNICAL SPECIFICATION and such other Contract Documents. And as per one of the terms of the above Purchase Order, 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 "Stud Link Anchor Chain & Accessories" as described in the schedule, its annexure etc. at the rates shown there under subject to INSTRUCTIONS TO TENDERER, GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS, SCOPE OF SUPPLY AND TECHNICAL SPECIFICATION all hereunto annexed withindays from the date of receipt of 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 a Bank Guarantee for Rs..... (Rupees..... only) vide Bank Guarantee No..... dated..... from.....Bank in lieu of Security Deposit for the due and proper fulfilment of the contract. The supplier further agrees that the aforesaid Bank Guarantee will be kept valid until three month beyond the expiry of the Guarantee period. The supplier also agrees that the Bank Guarantee furnished 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:

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

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

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

Signed, sealed and delivered

by Shri. -----
of M/s -----

SUPPLIER

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered by
the Chief Mechanical Engineer,
Cochin Port Trust on behalf of
Board of Trustees of Port of Cochin.

EMPLOYER

Signed and affixed the common
Seal of Board of Trustees of the

Port of Cochin in the presence of

- 1)
- 2)

13 FORM II 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 Trustees of the Port of Cochin (hereafter called the "Port Trust" which expression shall include their successors and assignees) having accepted the tender No. _____ . dated _____. submitted by M/s (name & address of supplier) (hereinafter called "the said tenderer") for (name of work) .. as per the Sr. Dy. Materials Manager, Cochin Port Trust'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 tender and the agreement to be executed between the Port Trust and the said supplier and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called "the said agreement") of Security Deposit for the due fulfilment by the said supplier(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for Rs.(Rupees only).

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

We, _____ Bank Ltd., do hereby undertake to pay _____ .. the amounts due and payable under this guarantee without any demur, merely on a demand from the Port Trust stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We, _____ Bank Ltd., undertake to pay to the Port Trust any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

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

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

We, [redacted] Bank Ltd., further agree with the Port Trust that the Port Trust shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier (s) or for any forbearance act or omission on the part of the Port Trust or any indulgence by the Port Trust to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

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

This guarantee shall be valid up to [redacted] unless extended on demand by Port Trust. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. [redacted] (Rupees [redacted] [redacted] [redacted] 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 [redacted] day off [redacted] for [redacted] .. Bank Ltd.

14 FORM III NO CLAIM CERTIFICATE

(To be submitted by the supplier)

To,

Cochin Port Trust
Willingdon Island
Cochin682009

Dear Sir,

I/We do hereby declare that I/We received full and final payment from Cochin Port Trust for the supply of **“Stud Link Anchor Chain & Accessories”**

Purchase Order No.

Dated:

Agreement No.

Dated:

And I/ We have no further claim against Cochin Port Trust in respect of the above-mentioned Purchase Order.

Yours faithfully,

(Signature of Supplier)

Date

Name of Supplier

Address