MARINE DEPARTMENT

E-TENDER No. MD/High Speed Boat/2026/2
E-Tender for Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis

Tender publication date	: 03.11.2026
Down loading of Tender Document	: From 03.11.2026 ,1500 hrs To 02.12.2026 , 1400 Hrs
Last date and time for Submission of Tenders	: 02.12.2026 ,1430 Hrs
Prebid Meeting (by VC)	: 12.11.2026,1130 Hrs
Time and date of Technical bid opening	: 02.12.2026,1500 Hrs
Opening of The Price Bid	: Will be informed later
Tender Fee	: Rs 11,800/- (non- refundable)

(Tender fee is inclusive of 18% GST)

EMD : Rs 11,68,000/-

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

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

E-TENDER No. MD/ High Speed Boat/2026/2 Date: 03.11.2026

E-TENDER NOTICE

1. Electronic Tenders (e-Tenders) in Single Stage Two Cover bidding procedure (Technical Bid and Financial Bid), is invited by the Deputy Conservator, Cochin Port Authority, Willingdon Island, Cochin – 9, e-mail: dc@cochinport.gov.in for **"**Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis**"** for a period of five years.

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

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

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

5. Tender fee of Rs.11800/- (including GST) is to be remitted in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial bank in India having branch in Cochin payable at Cochin in favour of FA & CAO, Cochin Port Authority or payment online.

Bank Details of Cochin Port Authority are given below:

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

6. The tender shall be accompanied by the Earnest Money Deposit of Rs 11,68,000/- in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial banks in India having branch in Cochin payable at Cochin in favour of FA & CAO, Cochin Port Authority

or Bank Guarantee from any of the commercial Banks in India having branch in Cochin

or Insurance Surety Bonds

or payment online in an acceptable form, which is stipulated in the tender

If the bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then the Original document (hard copy) for the same shall be submitted to the Deputy Conservator, Marine Department, CoPA prior to cut off date and time of Technical Bid opening and scanned copy submitted online.

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

Bank Details of Cochin Port are given below:

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

Note :

In case bidder claims exemption of TENDER FEE / EMD as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by the Ministry of MSME. NSIC / MSME who have registered with "TReDS" portal are eligible to claim an exemption as per Govt. norms subject to the similar work of Tender is specified in the certificate. Such bidder shall also upload the scanned copy of valid & relevant certificate on e-Tender Portal along with 'Bid Security Declaration Form' (Annexure 5) in preliminary bid failing which the bid shall be considered non-responsive. As per the Government e-Marketplace (GeM) portal, CPSEs are exempted from the payment of EMD. Such bidder shall also upload the the 'Bid Security Declaration Form' (Annexure 5) in preliminary bid failing which the bid shall be considered non-responsive. Enterprise type for the classification year 2025-26 is to be updated and submitted.

7. Bid security declaration

The bidder is required to submit a bid security declaration in prescribed format in bid document annexure 5 in company's official letter head.

8. Independent External Monitor:

a) The Employer has appointed the following panel of Independent External Monitors (hereinafter referred to as Monitors) for integrity Pact in consultation with the Central Vigilance Commission:

(i) Shri. Harishwar Dayal, IDSE (Rtd.)
H-2, Lawyer Colony, Bypass Road,
Agra-282005 (UP)
Mobile No:9412095786
Email: dayalagra@gmail.com

(ii) Shri. Deepak Chaturvedi, ITS (Retd)
Flat No.1, Sanchar Vihar,
C-58/4, Sector-62,
Uttar Pradesh, Noida-201301
Mobile No:9930408711
Email ID :chaturvedideep@rediffmail.com

b) The task of the Independent External Monitor (IEM) is to review independently and objectively, whether and to what extent the Parties comply with the obligations under Integrity Pact. The Monitor shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently. Both the parties accept that the IEM have the right to access all the documents relating to the Project / Bidding, including minutes of meetings. As soon as the IEM notices or has reason to believe that a violation of this Pact has occurred, he will so inform the Authority designated by the Employer. The Bidder accepts that the IEM has the right to access without restriction to all Project documentation of the Employer, including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The IEM shall be under Contractual obligation to treat the information and documents of the Bidder / Subcontractor(s) with confidentiality. The Employer, will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the Contractual relations between the parties. The Parties will offer to the IEM, the option to participate in such meetings to him by the Employer / Bidder and, should the occasion arise, submit proposals for correcting problematic situations. The IEM will submit a written report to the designated Authority of Employer within 8 to 10 weeks from the date of reference or intimation. A person signing the IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

9. The following documents / instruments in original are to submitted in a sealed cover with heading " E-Tender for Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis**"** to the Deputy conservator, Cochin Port Authority, W/Island, Cochin – 682009, KERALA failing which the bid will be rejected. Scanned copy of the same to be submitted online also.

a) The bidder shall submit the duly signed "Integrity Pact"

b) The originals of financial instrument towards the Tender Fee/ EMD**.** In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Authority as mentioned in Section 1 above, at least one day before the date and time of opening of e-tender. Cochin Port Authority will verify receipt of payment as referred in the UTR number, in the Bank account mentioned in section 5. If Tender Fee / EMD has not been reflected in the Bank account of Cochin Port Authority, the bid will be rejected .The Tenderers who have not submitted the Tender Fee and EMD in sealed covers / not uploaded the scanned copy of valid document for exemption as mentioned in section 6 note (if applicable) will not be considered for opening Technical Bids.

c) Power of Attorney,(as applicable)

d) letter of submission

e) Bid security Declaration

Non submission of the Integrity pact , financial instruments towards the Tender Fee & EMD , Power-of-Attorney (if applicable), Letter of submission , Bid security Declaration within the above period leads to disqualification of Bids.

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

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

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

10. The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid.

11. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/CPT from the service provider KEONICS, by paying registration amount

of Rs.1180/- through online Payment using Credit/Debit Card/Net banking. The details of e-tender facilitator is available through Telephone Nos. 080 49352000/ 09605557738.

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

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

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

15. The Tender shall be submitted by an individual/firm or by a Registered Partnership firm or by a Limited Company. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind the partnership firm in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the Tender which must disclose that the firm is duly registered under Indian Partnership Act. If the Tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the Tender the evidence of the authorization. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company. Joint Venture is not allowed in the Tender.

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

Sl. No	Description of activity	Venue	Time
1	Issue of Tender Document	Online www.Tenderwizard.com/CPT www.cochinport.gov.in www.eprocure.gov.in/cppp	From 03.11.2026 , 1500 hrs To 02.12.2026 , 1400 hrs
2	Last date of submission of bid	Online Submission at: www.Tenderwizard.com/CPT	02.12.2026 , 1430 hrs
3	Prebid meeting	Pre-bid meeting online link- 12th Nov 2026 ,1130 hrs Thursday, November 12 · 11:30am – 1:30pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/fnk-xkju-vdd	12.11.2026 , 1130 hrs
4	Opening of Technical bid	Online at: www.Tenderwizard.com/CPT	02.12.2026 , 1500 hrs
5	Opening of Price Bid of technically qualified Tenders	Online at: www.Tenderwizard.com/CPT	Will be informed

17. The documents shall be prepared and scanned in different files (in PDF or JPEG format such that each file size is not more than 5 MB) and uploaded during the online submission of Bid at www.Tenderwizard.com/CPT.

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

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

20. Tenderers should send a letter of authorization with an attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the Tenders.

21. Tenders, which do not fulfill all, or any of the above conditions, or are incomplete in any respect, are liable for summary rejection at any stage before placement of order.

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

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

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

25. Tenderer shall furnish an official e-mail ID for communication.

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

27. This Tender notice shall form part of the contract.

Sd/-

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

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

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INSTRUCTIONS TO TENDERERS

1. E-Tenders in Single Stage Two Cover bidding procedure (Technical Bid and Financial Bid) is invited by COCHIN PORT AUTHORITY (hereinafter referred to as CoPA) from experienced and reputed firms for Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis - for a period of five years.

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

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

A. Average Annual Financial Turnover during the last three financial years ending 31st March 2025 shall not be less than Rs 175.20 Lakhs excluding GST. Certified by Chartered Accountant on their letter head along with UDIN No. (Amount 30% of the estimated cost)

The Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria certified by CA with UDIN No. The copy of document is subject to production of the originals when demanded. (Refer Annexure 4).

B. The Bidder shall possess experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month before one in which applications are invited should be either of the following. (Copy of the work order to be attached. Also copy of performance certificate to be attached as proof).

i. One similar work costing not less than Rs 467.2 Lakhs excluding GST OR
ii. Two similar work each costing not less than Rs 292 Lakhs excluding GST OR
iii. Three similar works each costing not less than Rs 233.6 Lakhs excluding GST

"Similar works" – means "Owning/operating - Pilot Boat/Mooring Boat/ Security Patrol Boat/ Passenger boat/Offshore Vessel/Barge/Dredger/Harbour tugs/ Supply vessels/Anchor handling Tugs/Ocean going tugs/ Ocean going vessel either on daily or monthly or yearly hire basis" or **"**shipyard/dockyard having constructed/Dry-Docking-repairs of Pilot Launch / Mooring Launch / Tugs / River Sea Vessels / Barge/ Other Floating Crafts**"** either to Central/State Government, Ports, PSU's or to any other reputed firms/ companies/ organizations.

Note:

The bidder has to submit the summary of payments received for the works executed in Annexure 3 in full, duly signed and sealed by any practicing Chartered accountant with the UDIN number

The works declared by the bidder in Annexure 3 only shall be considered for technical qualification of the bidders. LOA/Work orders/Agreements other than the ones mentioned in this Annexure 3 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on

Performance / Completion Certificate shall be submitted in support of the Minimum Qualification Criteria. In the case of ongoing / running contracts, if the value of the completed portion of the contract meets the Minimum Qualification Criteria , the same will be considered for evaluation.

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

3. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Year before	**Multiplying factor**
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

4. Information to Bidders

Description of work	Estimated Cost of work (₹.)	EMD	Tender fee (₹.)	Period of Contract
Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis	Rs 5,84,00,000/- excluding GST	Rs 11,68,000/-	Rs 11800/- (Non refundable)	5 years

Tender fee of Rs.11800/- (including GST) is to be remitted in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial bank in India in India having branch in Cochin payable at Cochin in favour of FA & CAO, Cochin Port Authority or payment online.
Bank Details of Cochin Port Authority are given below:
Name of Bank : State Bank of India
Name of Branch : Cochin Port Trust
IFSC Code : SBIN0006367
Account No : 41401802288
Account Holder's Name : Cochin Port Authority

5. <u>EARNEST MONEY DEPOSIT (EMD) :</u>

A. The tender shall be accompanied by the Earnest Money Deposit of Rs 11,68,000/- in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial banks in India having branch in Cochin payable at Cochin in favour of FA & CAO, Cochin Port Authority
or Bank Guarantee from any of the commercial Banks
or Insurance Surety Bonds
or payment online in an acceptable form, which is stipulated in the tender
EMD in any other form will not be accepted.
If the bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then the Original document (hard copy) for the same shall be submitted to the Deputy Conservator, Marine Department, CoPA prior to cut off date and time of Technical Bid opening, and scanned copy submitted online.
In case of online payment, UTR number of the transaction should be communicated to CoPA by e-mail. If the payment has not been reflected in the Bank account of Cochin Port, the bid will be rejected

Bank Details of Cochin Port are given below:

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

B. In case bidder claims exemption of TENDER FEE / EMD as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by the Ministry of MSME. NSIC / MSME who have registered with "TReDS" portal are eligible to claim an exemption as per Govt. norms subject to the similar work of Tender is specified in the certificate. Such bidder shall also upload the scanned copy of valid & relevant certificate on e-Tender Portal along with 'Bid Security Declaration Form' (Annexure 5) in preliminary bid failing which the bid shall be considered non-responsive. As per the Government e-Marketplace (GeM) portal, CPSEs are exempted from the payment of EMD. Such bidder shall also upload the the 'Bid Security Declaration Form' (Annexure 5) in preliminary bid failing which the bid shall be considered non-responsive. Enterprise type for the classification year 2025-26 is to be updated and submitted.

C. EMD in the form of Bank Guarantee/ Insurance Bond(as per format given in Annexure 13 / Annexure 11) shall have a validity period of 06 months and claim period of 03 months. EMD in the form of Bank Guarantee should be issued from any commercial Bank (except a co-operative bank) having its branch in Cochin and encashable at Cochin

D. In the event of BIDDER modifying / withdrawing his tender before the expiry of tender validity period of 120 days from the date of opening of Technical Bid, the tender shall be cancelled and EMD shall be forfeited.

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

F. The Earnest Money Deposit of unsuccessful BIDDERS shall be returned without interest as early as possible on award of Contract to the successful BIDDER.

G. The Earnest Money Deposit of the successful BIDDER shall be refunded (without interest) only on receipt of Performance Guarantee.

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

I. In the event of forfeiting the EMD, GST as applicable shall be collected.

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

6. IMPORTANT NOTES

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

i. The Tenderer shall not put any counter conditions. Any counter offer as well as any alterations in the work / scope of work, as specified in the Tender, shall disqualify the Tenderer forthwith.

ii. The Tenderer shall quote price bid in Indian Rupees only. No other currency would be accepted. Any offers received in other currencies will be treated as "Non-Responsive" and will not be considered for further evaluation.

iii. The Tender shall be prepared, signed and submitted only by the Firm / Corporation / Company or any other legal authority in whose name the Tender Documents have been purchased. The Tenderer shall submit the Tender duly completed and shall be without any alterations, interlineations, correction or erasures except those in accordance with the addendum(s) / corrigendum(s) so issued by CoPA or as may be required and necessary to correct errors made by the Tender earlier. All such cancellations / alterations / amendments / changes shall be initialed by person(s) signing the Tender and duly authorized. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.

iv. The Tenderers must submit all details, Documents etc. as required in the Tender and fill in the format given at Schedule-I for submission of all the Documents. In case the Tenderer fails to do so, COPA reserves the right to treat the Tender as non-responsive without seeking any further clarification.

7. At the time of submission of bid

The tenderer should have at least one boat - owned or Hired and registered under MS Act/ RSV Rules/ IV Act with valid certificate meeting the technical specifications of the boat as per the scope of work or new boat to be built. The tenderer shall furnish self-attested copy of Certificate of Registration of the offered Boat issued by relevant authority along with the tender. In case the Contractor does not own the boat at the time of submission of Tender, they must submit agreement they have entered for purchasing/hiring / new building of the boats or letter of arrangements from the owner of the boat which they intend to offer to CoPA as per the delivery schedule.

In case of new boat to be built, the tenderer shall furnish self attested / notarized copy of agreement with the builder of the Boat .In addition to this the contractor shall also submit progress reports from the Shipyard / Yard every month on the progress of the works and proposed completion of Boat to ensure that the Boat will be constructed and delivered within 12 months from the date of LoA. Cochin Port reserves the right to appoint any independent agency / person to inspect, verify and certify the progress of construction of Boat. Further Cochin Port officials may inspect the construction activity and if progress is not satisfactory, then Cochin Port reserves the right to terminate contract even before 12 months from the date of LoA. In case the contract is terminated, the Security Deposit paid by the successful Bidder will be forfeited.

(Documentary proof required for ownership / Hire / new building to be submitted)

8. Even though the tenderers meet the MQC , they are subjected to be disqualified if they have

a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or

b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

9. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, scope of work etc. The bidders shall inspect the site of work with prior appointment with the Deputy Conservator to get himself acquainted with the site conditions and to assess and

satisfy himself of the site conditions. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site etc. Cochin Port Authority will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document including addendum / corrigendum, if any within the quoted price

10. A bidder is advised to read the Tender document carefully, and understand the site conditions. The submission of a bid by the bidder implies that he has read the Tender document and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.

11. The bidders may please note that the Employer will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalization of the bid. If the Employer find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the Employer.

12. While evaluating the document, regard would be paid to National Defense and Security considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.

13. The contractor shall be registered under EPF and ESI Act and shall furnish a copy of the Registration certificates. The bidders having EPF/ ESI registration certificates only shall be considered for qualification in the tender, if applicable, as per EPF /ESI Acts. In case, the Tenderer does not have the required number of employees which makes such registration mandatory, an Undertaking as per "Annexure 10 " to the effect shall be furnished. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the contractor's bills.

14. Any error in description, any omissions there from shall not vitiate the contract and relieve the contractor from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract.

15. Clarification of the Bidding Documents: The tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the tender document, these shall be sent by mail to the Deputy Conservator , Cochin Port Authority, Willingdon Island, Cochin, 682009, so as to reach on or before the pre-bid meeting date and time. It is to be noted that no queries, clarifications will be answered after the pre-bid meeting. (Tele-fax No. 91-0484-2666417, Email ID: dc@cochinport.gov.in .

Sl. No.	Page no of tender Document	Clause no , Tender clause- as per tender document	Prebid Clarification Sought

16. Pre-Bid Meeting: A prospective tenderer requiring any clarification of the tender shall submit their queries through e-mail in advance before the pre-bid meeting. The Pre-Bid meeting will be held through Video Conference and the link will be shared to the bidders on their request. The bidders who wish to attend the Pre-bid Meeting may send clarifications through mail to

dc@cochinport.gov.in before the Pre bid meeting. The queries raised in the pre-bid meeting should be in the above format

17. Amendment of Bidding Documents: The Deputy Conservator, Cochin Port Authority shall have the right to revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda / corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum/ corrigendum, if any, shall only be hosted in the ETender Portal as well as in the website of the Cochin Port and CPP Portal. It is the responsibility of the Bidders to download such addenda / corrigenda hosted in the website and upload the same duly signed along with the Bid. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, Cochin Port Authority may, at its discretion, extend the due date for submission of Bid.

18. 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 www.Tenderwizard.com/CPT.

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

Information Required In the Bid

Part-I, Technical Bid: Technical Bid Documents shall be uploaded in the E-Tender Portal, and should contain the scanned copies of the following documents.

1. Tender fee or relevant certificate for the exemption.
2. Bid Security / EMD or relevant certificate for the exemption of EMD.
3. Tender document duly signed and stamped in all pages.
4. Letter of Submission as per Annexure-1.
5. Power of Attorney as per Annexure-2 as applicable.
6. Details of Experience as per the format at Annexure-3 certified by CA with UDIN.
7. Proof of experience in support of MQC: copy of completion certificates of each work issued by the Clients, and work order for the same shall be attached. The certificate shall invariably contain the following among other things: (a) Details of work. (b) The completion cost of the work and (c) Date of commencement and (d) Date of completion of the work.
8. Annual turnover certificate as per the format at Annexure-4 (A statement duly certified by Chartered Accountant with UDIN showing average Financial turnover of the tenderer for the last three financial years ending 31.03.2025.
9. Bid security declaration as per Annexure 5
10. The tenderer have to execute an “Integrity Pact” (IP) as per the format attached in Annexure-6 of this tender document. Integrity pact shall cover the tender throughout its various phases and it would be deemed as a part of the contract. The tenderer should sign and submit the “Integrity Pact” to be executed between the tenderer and Cochin Port Authority along with the tender.
11. The Tenderer should have at least one boat owned or Hired or new building and registered under MS Act/ RSV rules / IV Act. (Documentary proof required for ownership / Hire/ new building)

12. Copies of PAN,
13. Copies GST Registration shall be furnished.
14. Declaration of Fuel consumption of offered Boat as per Annexure-9.
15. Copies of EPF and ESI registration shall be furnished , else Annexure 10.
16. Information regarding Litigation as per Annexure-14.
17. Declaration as per Annexure-15
18. Format for undertaking regarding Debarring/ Blacklisting as per annexure 16
19. The tenderer shall submit the full particulars of the offered Boat as per Annexure-17 with supporting documents / drawings etc. along with the tender.
20. Bank information for e- Payment system as per Annexure18.
21. Profile of the Bidder as per Annexure 19
22. Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
23. A covering letter with company address, phone , email address.

Part I - Technical Bid shall contain scanned copy of all Documents listed above as per the schedule I submitted online.

The following documents to be submitted in Originals to Cochin Port and also scanned copy to be submitted online.

a) The bidder shall submit the duly signed "Integrity Pact"
b) The originals of financial instrument towards Tender Fee / EMD. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Authority, at least one day before the date and time of opening of e-tender. Cochin Port Authority will verify receipt of payment as referred in the UTR number. If Tender Fee / EMD has not been reflected in the Bank account of Cochin Port Authority, the bid will be rejected The Tenderers who have not submitted the Tender Fee and EMD in sealed covers / not uploaded the scanned copy of valid Certificate for exemption on Tender fee/EMD as applicable will not be considered for opening Technical Bids.
c) Power of Attorney, if applicable
d) letter of submission (LoS)
e) Bid security declaration

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

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

19. 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 Authority as per the date and time fixed in the time schedule. Submission of Integrity pact (IP), EMD, Tender fee, POA as applicable , Bid security declaration and Letter of submission (LoS), is verified initially. In case above documents not deposited in original at Cochin Port Authority or is not in order; the Bid may not be opened. **(**Tender fee & EMD Exempted for Tenderers with valid Certificate as mentioned in clause 5 B of instruction to Tenderers –certificate to be uploaded online)

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

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

20. Examination of Bids and **DETERMINATION OF RESPONSIVENESS**:

a) Prior to the Technical evaluation of Bids, Cochin Port Authority will determine whether each Bid meets the minimum eligibility criteria as defined in Clause No. 2 of instruction to Tenderers above has been substantially responsive to the Tender requirements.

b) A responsive bid is one which conforms to all the terms, conditions and specification of the bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works (a) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract (b) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.

c) If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

21. After opening of the technical bid, the Bidders whose Tenders are found responsive will be shortlisted for price bid opening.

22. Bid Opening – Price Bid:

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

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

23. Clarification of Bids: Deputy Conservator shall ask for clarification / shortfall of documents before technical evaluation of the tenders. The request for clarification and the response shall be

in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, will result in the rejection of his bid.

24. Evaluation and Comparison of Bids

a) Only those tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non-responsive tenders will be rejected. Employer's decision on this shall be final, conclusive and binding.

b) Tenderer has to indicate the all inclusive hire rate of the Boat per day excluding GST without fuel cost as per Price Bid. Based on the hire rate quoted, CoPA will work out the total hire charge for all five years and the same will be considered for evaluation of the Tender.

c) Fuel Consumption: The tenderer has to specify the maximum fuel (HSD) consumption of the offered Boat for operating at 20 knots speed, in litres per running hour (For both Main Engines & Auxiliaries together) certified by IRS / IACS member or shipyard or Repair yard as per Annexure-9 .In case of an existing boat , the above report in annexure 9 to be submitted based on sea trials by IRS or IACS member for a period of not less than 30 minutes at 20 knots speed such that at least 15 minutes of sea trial in one direction and 15 minutes in opposite direction in calm weather certified by IRS/IACS member.

In case of an existing boat is in drydock or under repairs, the above report to be issued by the shipyard or repair yard. Additionally ,the bidder has to submit a letter issued by IRS/IACS member as per annexure 9.

In case of a new construction, the above report in annexure 9 to be issued by the shipyard. Additionally , In case of new construction ,the bidder has to submit a letter issued by IRS/IACS member in the format mentioned in annexure 9.

. The fuel consumption will be verified once again and certified at the time of pre acceptance trials of the boat in the presence of Class surveyor at the cost of the contractor. If the fuel consumption per hour during the acceptance trial is found to be higher than declared fuel consumption per hour at 20 knots at annexure 9 , the same will be noted as reference . The excess fuel per hour thus noted during acceptance trials will be multiplied with the total running hours of each month further multiplied by a factor (2.75/8.0 = 0.34) and Cost of the same deducted from the hire charge of the respective months during the contract period . The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate for HSD(Indian oil corporation rate) applicable to Cochin Port of the respective month during the contract period.

Excess fuel noted per hour during preacceptance trials = A
Total running hours of the month = B
Cost of HSD per litre as per IOC in the respective month= C
Cost Recovered for excess fuel in the month = 0.34 x A x B x C

d) CoPA will consider quantity of fuel declared per hour at 20 knots speed in annexure 9 for evaluation purpose as per the method shown below and work out the fuel cost for five years by considering the rate of the HSD at the market rate applicable to Cochin Port prevailing on the date of opening of Technical Bids. The total fuel cost thus worked out for five years will be added to the total hire charges worked out for five years, for evaluation of the Tender. During the course of deployment of Boat at Cochin Port, if the fuel consumption per hour of the Boat is found more than the declared in annexure 9 , the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Cochin Port.

evaluation of bids:

e) Price bids evaluation method as per the following:
i. Average Charter hire rates per day excluding GST = X (sum of daily charter rate for each year /5)
ii. 0.25 x Fuel oil consumption per hour as declared at annexure 9 for 20 knots speed = Y Liters per hour.
Iii Fuel oil consumption per hour as declared at annexure 9 for 20 knots speed = Z Liters per hour
iv.Prevailing IOC rate for HSD in rupees per litre applicable to Cochin Port on date of tech bid opening = C
v . Cost per day for evaluation purpose of the price bid = X + {(7*Y)+(1* Z)} C
For Eg. If the consumption of the boat per hour at 20 knots speed is 100 Litres per hour as per annexure 9 , then the entry for Y in BOQ is = 0.25x 100 = 25 and similarly the entry for Z is 100.

COPA reserves the right to accept the offer of the Bidder for the patrol boat whose overall price as per clause above is beneficial to the Port and will be considered for award of contract.

25. The Tender shall remain valid and open for acceptance for a period of 120 days from the date fixed for receiving the same. CoPA reserves the right to extend the period of validity for a specific time as may be required by CoPA. The request and response thereto shall be made in writing by post or by email. 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.

26. 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.

27. AUTHORITY IN SIGNING TENDER DOCUMENTS:

i. If the Tender is submitted by an individual, it shall be signed, also giving his full name and address.

ii. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. A certified copy of the partnership deed shall be attached along with the Tender. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper-power-of attorney authorizing him to do so and to bind the partnership firm in all matters pertaining to the contract including the arbitration clause; such power-of-attorney shall be attached with the Tender.

iii. In case of a company, a resolution of Board of Company shall be submitted . The Tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

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

28. At any time prior to the last date of submission of Tender, CoPA may for any reason whatsoever, change or modify the Tender Documents by addendum(s) / Corrigendum(s). Tenderer may seek any clarification from CoPA prior to submission of their bid. The addendum / corrigendum so issued will be uploaded in the website. The amendment to the Document so carried out will form part of the Tender and shall be binding upon the Tenderers. CoPA may at their discretion extend that last date for submission of Tender to enable the Tenderers reasonable time to submit their Tender after taking into account such addendum / corrigendum.

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

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

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

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

32. Declaration as per Annexure-15 to be submitted

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

34. NOTIFICATION OF AWARD AND DELIVERY :

i. Prior to the expiry of the period of Tender validity, the successful Tenderer will be notified through letter by post /email confirming that their offer has been accepted. This letter is to be called Letter of Acceptance (LOA).

ii. Letter of Acceptance will be issued in the name of the company which has purchased / submitted the Tender, and will constitute the conditions of contract.

iii. The date of commencement of work will be mentioned in the LOA. The successful Bidder shall start operations as per the date mentioned in the LOA.

iv. Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the Contractor shall prepare the Agreement as per Annexure-8 attached in the tender, 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 Cochin Port Authority duly executed on Kerala stamp paper of Rs. 200/- within 30 days from the date of LoA. Signed original of the agreement will be retained by the Cochin Port Authority and the copy of the Agreement will be given to the Contractor

v. The Commencement of Service should start within 12 months of receipt of LOA as per clause number 3 of GCC.

vi. 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.

35. Security Deposit:

The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract as per clause no 4 of General conditions of contract

36. NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER :

No correspondence will be entertained from the unsuccessful Tenderers.

37. FRAUD AND CORRUPT PRACTICES:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

38. Rejection of Tender: Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

39. RATES AND AMOUNTS INCLUDE ALL CHARGES :

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

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

1. The contractor's scope includes "The supply manning , operation and maintenance of one high speed motor boat for CISF Harbour Patrol " on Hire basis for a period of five years

The contract involves supply of 01 No. High speed Patrol Boat of speed not less than 20 Knots and of age not more than 15 years as on the date of Notice inviting Tenders on hire basis as per the specification below along with the Manning Staff for carrying out Water Front Patrolling by Port Security Staff as per the requirement of ISPS Code & other marine Operations in the Port of Cochin.

The above boat and crew are required to attend to Water Front Patrolling including chasing of miscreants and un-authorized crafts within the Port Limit & Other Marine Operation during all weather conditions round the clock as per requirement of the Port.

As per the "ATMANIRBHAR BHARAT ABHIYAN" Policy of GOVT. of India, no foreign built boat registered in India after midnight of 15.01.2021 shall be accepted under this tender.

The high speed patrol boat should comply the specification/guidelines of the (i) Circular no. NT/ISPS/SHIP/03/2009 dated.06.03.2009 and (ii) Circular no. 44-N(06)/PORTS/2003-Vol IV dated.02.04.2012. (iii) N.T.Branch circular No Addendum to NT/ISPS/SHIP/03/2009 dated 26.10.2023 (iv) N.T. BRANCH CIRCULAR NO: NT/ISPS/SHIP/32/2026 dated 23.06.2026

2. **BROAD TECHNICAL SPECIFICATION OF THE BOAT:**

2.1. **HULL REQUIREMENTS:**

2.1.1 Shall have Gun Mounting Facility at Forward locations; (As per CISF requirements);

2.1.2 Patrol boat to be registered and manned under MS Act / RSV rules / I.V. Act and classed with Indian Register of Shipping (IRS) or any IACS members to ensure compliance of construction, strength, water tight, integrity (Load Line), relevant stability criteria for all weather operations in the port limits;

2.1.3 Material shall be Steel / Aluminium / Fiberglass/HDPE(High density polyethylene)

2.1.4 Heavy duty Rub Rail (Fendering) in the way of hull;

2.1.5 Grab / Safety Rails of Stainless Steel

2.1.6 Side windows shall be sliding type and Bullet Proof / Shatter Proof materials

2.1.7 Landing Space for Embarking and Disembarking from ships / berths;

2.1.8 One Anchor with appropriate securing / storage arrangement.

2.1.9 Power Mooring Winch facilities.

2.1.10 Shall have Non Skid Deck.

2.1.11 Interior Pilot House and outer cabin shall have stainless steel rails;

2.1.12 Cleats / Bollards / Forward and Aft Fairleads;

2.1.13 Towing Hook facility;

2.1.14 Length: 12 to 20 Mtrs.(Max) And breadth 2.5 to 6 Mtrs.(Max)

2.2. **MACHINERY AND ELECTRICAL REQUIREMENTS (AS PER CLASS REQUIREMENTS):**

2.2.1 Designed speed shall be not less than 20.0 knots;

2.2.2 Main propulsion power to achieve Speed of not less than 20 Knots at 90% MCR.

2.2.3 Hydraulic Steering Gear system (To meet Class Standard).

2.2.4 Diesel Generator set capable to provide power to all shipboard equipment and auxiliaries.

2.2.5 Adequate Air Ventilation shall be present as per Class requirements;

2.2.6 Twin Screw Diesel Engine stern drive or conventional direct shaft drive propulsion system to attain speed of at least 20 knots;
(The Engine Power (BHP) may be decided by the Manufacturer) (Stern drive conventional propulsion /Stern Drive Jet Propulsion / Stern Drive Controllable Pitch Propulsion (CPP) / Stern Drive Steerable Rudder Propulsion (SRP) Systems / conventional direct shaft drive propulsion system) . Outboard engines not permissible
2.2.7 Dual Mode Steering (Power and Manual);
2.2.8 Automatic Bilge Pump with Float switches;
2.2.9 Emergency Lights with audible alarm;
2.2.10 High Intensity Search light; (As per class requirements);
2.2.11 Marine Battery Charger; (For charging the emergency batteries provided on board);
2.2.12 Shore Power Connection and Cable;
2.2.13 Engines fitted with flow meter for indicating the consumption of fuel;
Console Mounted Dual Engines Remote Control;
2.2.14 230 volts / 12 Volt DC Power System; (From mains for supply to the equipment and lights) as per class requirement.
2.2.15 Fuel gauge in the wheel house near steering position;
2.2.16 Air Conditioner in wheel house and living space.
2.2.17 Fuel Capacity commensurate to the required endurance. Fuel Tank should have certified sounding table.

2.3. **LSA AND FFA REQUIREMENTS:**

2.3.1 Life Saving Appliances (LSA) for 12 persons as per IRS / IACS members requirements;
2.3.2 Fire Fighting Appliances (FFA) as per class requirements;
2.3.3 Aldis Lamp operating under mains and battery power;
2.3.4 Carrying Capacity shall be of 12 persons (4 No. crew members+ 08 Nos. security personnel)

2.4. **NAVIGATION EQUIPMENT REQUIREMENTS**:

2.4.1 A portable Standard Magnetic Compass;
2.4.2 Charts and Nautical Publications corrected and updated for the area of operations.
2.4.3 Loud Hailer operated by battery power;
2.4.4 Amber flashing light;
2.4.5 Navigation lights as per COLREGS 72;
2.4.6 Fog Horn;
2.4.7 GPS in the wheel house;
2.4.8 Radar X-Band, PPI - 180 mm Diameter (min) capable for Day and Night vision;
2.4.9 Binoculars – 2 Nos, One with the capability of Night Vision;
2.4.10 Automatic identification System (AIS) transmitter and receiver of Type – A as per IMO performance standard;
2.4.11 Maximum Draft shall not be more than 1.0 meters;

2.5. **COMMUNICATION REQUIREMENTS**

2.5.1 Very High Frequency (VHF) sets, which includes all marine channels, capable of operating Under mains and on battery for the period of six hours – 2 Nos.;
2.5.2 Portable VHF (Walkie Talkie) shall be present with charger- 02 Nos.
2.5.3 Emergency Position Indicating Radio Beacon (EPIRB)
2.5.4 VHF (Very High Frequency) DSC (Digital Selective Calling) Alert – 01 No.

2.5.5 Automatic Identification System (AIS) Class-A – 01 No.

2.6. **MISCELLANEOUS REQUIREMENTS:**

2.6.1 Appropriate seats and seating arrangement shall be provided for minimizing high speed impact;

2.6.2 Pantry shall be equipped with Refrigerator, Microwave and Water Purifier;

2.6.3 Windshield Wipers with fresh water washer;

2.6.4 Endurance for approximately 8 hour in the area of operation;

2.6.5 Carrying Capacity 12 persons (suitable accommodation for 4 crew members and 8 sitting Passengers)

2.6.6 Fresh Water Capacity minimum 200 Ltrs.

2.6.7 Builder Certificate from Class Society, Member of IACS:

2.6.8 Patrol boat shall be provided with calibrated Flow meter in the fuel line to propulsion engine including the DG sets to monitor the fuel consumption. The flow meter reading to be recorded on daily basis.

2.6.9 The fuel storage tank should have level gauge or a convenient means of measuring the quantity of fuel on board.

3 INFORMATION

3.1. The Boat should be made available on all days including Sundays and holidays, on round the clock basis, i.e for 24 hours.

3.2. The period of hire is five years from the date of commencement of the supply of Boat.

3.3. The Boat shall be supplied at the site required by the Deputy Conservator, Cochin Port Authority or his authorized representative for transportation of staff, crew, stores etc .

3.4. Cochin Port Authority will provide High speed Diesel , Shore Power ,Fresh water and berthing facilities when the boat berthed at the Wet Basin on Port Account.

3.5. The Bidder shall be eligible for 15 days of paid maintenance period for one calendar year during the currency of the contract period.(as per clause 13 of GCC)

3.6. The contractor shall supply the Boat within a period of 12 months from the date of issue of LoA (as per clause no 3 of GCC) . The Contractor shall nominate a responsible person, who should be available at Cochin for dealing with the Employer on various matters relating to the contract.

3.7. At the time of submission of Tender,

The tenderer should have at least one boat - owned or Hired and registered under MS Act/ RSV Rules/ IV Act with valid certificate meeting the technical specifications of the boat as per the scope of work or new boat to be built. The tenderer shall furnish self-attested copy of Certificate of Registration of the offered Boat issued by relevant authority along with the tender. In case the Contractor does not own the boat at the time of submission of Tender, they must submit agreement they have entered for purchasing/hiring / new building of the boats or letter of arrangements from the owner of the boat which they intend to offer to CoPA as per the delivery schedule.

In case of new boat to be built, the tenderer shall furnish self attested / notarized copy of agreement with the builder of the Boat .In addition to this the contractor shall also submit progress reports from the Shipyard / Yard every month on the progress of the works and proposed completion of Boat to ensure that the Boat will be constructed and delivered within

12 months from the date of LoA. Cochin Port reserves the right to appoint any independent agency / person to inspect, verify and certify the progress of construction of Boat. Further Cochin Port officials may inspect the construction activity and if progress is not satisfactory, then Cochin Port reserves the right to terminate contract even before 12 months from the date of LoA. In case the contract is terminated, the Security Deposit paid by the successful Bidder will be forfeited.
(Documentary proof required for ownership / Hire / new building to be submitted)

3.8. The contractor shall supply at his own expenses all tools, men and such other materials required for the safe operation of the boat .The Contractor will be responsible for keeping the boat in sea-worthy conditions at all times for round the clock use. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualling, dry docking and repairs, survey etc. will be in the account of the contractor.
One mobile phone to be provided by the contractor with incoming facility to the Boat for communication from CoPA. Any change in the mobile number to be informed well in advance.

3.9. At the time of deployment of boat, the firm shall carryout the Speed test in presence of representative of CoPA and class surveyor (as per clause 3.27 – Pre acceptance trials) Thereafter during the contract period if the boat fails to perform as per requirement then CoPA may carryout speed test of the boat in presence of class surveyor maximum once in a year. All such tests shall be carried out on the contractor's cost and risk. The contractor shall obtain necessary clearance as required, from DG (Shipping) and other Statutory Authorities for the deployment.

3.10. The mobilization and the de-mobilization of the boat are on the account of the contractor. During the dry docking period / repairs of the boat, substitute boat of same speed or higher speed will have to be provided by the contractor. Contractor can also use the downtime at the time of dry docking; if the dry docking of the boat is completed within available downtime at their credit hire charges will be paid. If the drydocking exceeds the permitted downtime hire charges will not be paid and penalty clause shall be applicable for the days beyond. On the arrival of the boat at Cochin, the fuel on board will be jointly surveyed. At the time of delivery of boat, CoPA shall pay for the fuel oil remaining on board and at the time of the termination of contract, the costs of the fuel on board will be adjusted from the Contractors bill or the firm has to pay to CoPA.

3.11. Contractors to provide: Except as otherwise stated in this tender or as may be agreed from time to time, Contractors shall provide and/or pay for all requirements, cost or expenses relating to the boat, her Master and crew which, without prejudice to the generality shall include but not limiting to:

(a) Dry docking, repairs and all expenses associated therewith.

(b) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Offices and crew including their insurance.

(c) Deck, cabin and engine room stores.

(d) All necessary lubricants.

(e) Adequate no. of mooring/Towing ropes tested & certified.

(f) The Contractor shall, at its own cost, obtain and maintain valid marine insurance throughout the contract period in accordance with the Inland Vessels Act, 2021 and the Inland Vessels (Insurance, Limitation of Liability and Obligations of Service Providers and Service Users) Rules, 2022 or as per Registering Authority. The insurance shall include hull and machinery/port risk cover, protection and indemnity or equivalent third-party liability cover, wreck removal and pollution risks, personal accident cover for crew and passengers, and cover against accident, loss, damage, total loss, injury or death to crew/passengers, and third-party property damage. A valid Certificate of Insurance or cover note shall be available on board the vessel at all times during

operation and shall be produced whenever required by the competent authority or Cochin Port Authority.

(g) All customs or import duties arising in connection with any of the foregoing.

(h) All taxes duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc, on any purchase made by the Contractor, and/or any penalties imposed by any authorities from time to time.

(i) Necessary intrinsically safe cables, plugs, Junction Box, Circuit Breakers etc. as the case may be for drawing shore power shall also be supplied by the Contractor.

3.12. The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract.

3.13. On the date of commencement of the service, the boat shall have completed all the necessary surveys and be in possession of all valid certificates. The certificates should be kept valid during the contract period.

3.14. Employer at Port of delivery and the contractor at Port of redelivery to take over all fuel remaining in the Boat at the Port of delivery / redelivery. There should be means of checking the fuel level / fuel quantity on board.

a) Joint survey will be carried out by representatives of Employer and Contractor to assess the quantity of fuel on board during every on hire and off hire of the Boat.

b) At the time of delivery of Boat, CoPA shall take over fuel remaining on board (ROB) .At the time of the termination of contract, the fuel remaining on board will be maintained by CoPA at the same (ROB) on the date of termination of contract.

3.15. CoPA will not be responsible for any damage suffered by the boat due to failure of machinery or errors of the Master and crew or any reason whatsoever. However, damage if any occurred during assisting PPA during any marine operation may be brought to the notice of the Deputy Conservator immediately after the incident.

3.16. The boat and all workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.

3.17. The security of the boat and the crew will be the responsibility of the Contractor.

3.18. The Contractor shall provide and maintain an office at Cochin for accommodation of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications. CoPA may provide available office space and quarters on request of the Contractor for setting up local office and accommodation of officers & workers of the Contractor depending on the availability. Necessary approved charges of the Port Authority will have to be paid for the above by the Contractor.

3.19. The Contractor shall be liable for pollution damage and the cost of cleanup which has occurred due to Contractor's and / or the Contractor's personnel by wilful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from the boat.

3.20. The Tenderer may visit CoPA to ascertain the actual working environment.

3.21. All taxes duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc, on any purchase made by the Contractor, and/or any penalties imposed by any authorities from time to time will be in contractor's account.

3.22. CoPA will not be responsible for any damage suffered by the Boat due to failure of machinery or errors of the crew or any reason whatsoever.

3.23. The Safety & Security of the boat, the crew, workmen and persons making use of the Boat will be the responsibility of the Contractor. The Port will not be responsible for any accident, loss or damage due to any cause.

3.24. The boat offered by the Tenderer must have valid marine insurance throughout the contract period without interruption.

3.25. Once the work is awarded, IV Boats registered outside Kerala should approach KIV authorities for necessary documentation / permission to operate in Kerala. In case of IV registered boats ,the contractor shall obtain license under Cochin Harbour Craft Rules 1947 during commencement of operational Service.

During the contract, crew deployed for operating the boat shall be as per the IV rules / RSV rules/MS Act issued for the boat. In case of a difference in the manning requirement between IV Rules and Harbour Craft Rules , Competent crew with COC as per IV Rules/RSV rules/ MS Act respectively shall be engaged. **The crew on board should get adequate rest hours as per the applicable rules. This is to ensure safe operation of the Boat**.

3.26. The payment terms as per clause 11 of General conditions of the contract.

3.27. Pre-acceptanceTrial:

A. All statutory certificates of the boat shall be produced for verification of the Employer.
B. High speed boat compliance certificate issued by IRS/IACS member to be submitted prior to pre acceptance trials as per annexure 20
C. The following tests / trials are to be carried out prior to acceptance of the Boat.

i. The Contractor at his own cost shall arrange for IRS/IACS Surveyor for inspection , trial including speed trials at 20 knots speed of the boats and for verification of fuel consumption per hour in the port waters of Cochin Port for a period of not less than 30 minutes at 20 knots speed such that at least 15 minutes of sea trial in one direction and 15 minutes in opposite direction in calm weather certified by IRS/IACS member in the presence of Deputy Conservator or his authorized representatives prior to acceptance.

ii If the fuel consumption per hour during the pre-acceptance trial is found to be higher than declared fuel consumption per hour for 20 knots speed at annexure 9 , the same will be noted as reference . The excess fuel per hour thus noted during acceptance trials will be multiplied with the total running hours of each month further multiplied by a factor (2.75/8.0 = 0.34) and Cost of the same deducted from the hire charge of the respective months during the contract period . The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Cochin Port (as per clause 24 of instruction to Tenderers)

iii.The speed trial shall be carried out, in calm weather conditions, with full manning crew and officials of CoPA / Surveyor, fuel and fresh water.

iv. In case the Boat does not show operation at 20 knots speed nor comply with the required specifications, then the Boat shall not be accepted. Expenditure incurred in connection with the trials/tests shall be to the Contractor's account.

GENERAL CONDITIONS OF CONTRACT (GCC)

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:

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

1.2. "Bidder / Tenderer" means the person or persons, firm, Corporation, or Company who submits a Bid / Tender for the subject work.

1.3. "Contractor" means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.

1.4. "Contract" means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

1.5. "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.

1.6. "Contract Price" is the price stated in the LoA and thereafter adjusted in accordance with the provisions of the Contract.

1.7. "Deputy Conservator" means the Deputy Conservator of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.

1.8. "Day" shall mean English Calendar Day.

1.9. The "Drawings" means the drawings, issued with the specification which will ordinarily be identified by being signed by the Deputy Conservator and any further drawing submitted by the Contractor with his tender and duly signed by him and accepted or approved by the Deputy Conservator and all other drawings supplied or furnished by the Contractor or by the Deputy Conservator in accordance with these contract conditions.

1.10. "Employer / Cochin Port Authority / CoPA / Port / Board" means Board of Major Port Authority for Cochin Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Deputy Conservator or any other officers so nominated by the Board.

1.11. "GCC" mean the General Conditions of Contract.

1.12. "Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.

1.13. "Month" means English Calendar Month.

1.14. "Engineer"/ "Officer in-Charge" means Employee of Employer or any other person or firm, nominated by the Employer.

1.15. "Sub-Contractor" means any natural person, private or Government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the contractor, under intimation to the Employer.

1.16. "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be made from time to time, be furnished or approved in writing by the Employer.

1.17. "The Site" shall mean the Cochin Port Harbour and whole of the premises, in or upon which the system or works is or are to be provided, executed, done or carried out.

1.18. The "Schedule" shall mean the schedule or Schedules attached to the specifications.

1.19. "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the contract.

1.20. "Trials" and "Tests" shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'Employer'.

2. Period of Contract: The Period of hiring contract shall be for five years from the date of commencement of operational service. The contract is extendable by a period of one year at the discretion of the employer. In case of extension , the hire rate at the 5th year of contract will be applicable for the extended period.

3. Commencement of Service: The Contractor is required to commence the Operational Services within 12 months from the date of receipt of Letter of Acceptance. Before commencing the operation of Boat, the Contractor shall complete the requirements as per GCC Clause Nos. 4 and 5 stated below.

4. Performance Security / Security Deposit:

4.1. The successful bidder is required to submit Security Deposit within 21 days from the date of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:

4.1.1. Account Payee Demand Draft from a Commercial Bank in India in India having branch in Cochin drawn in favor of FA&CAO, Cochin Port Authority.

4.1.2. An irrevocable and unconditional Bank Guarantee as per the format enclosed in Annexure-7 of tender, from a commercial Bank in India having branch in Cochin.

4.1.3. On-line payment to the Bank Account of Cochin Port Authority.

4.1.4. Insurance surety bond (As per the format enclosed in Annexure 12)

4.2. The Security Deposit shall be 5% of the total contract value

4.3. In case the Security Deposit is furnished in the form of Bank guarantee/insurance surety bond the same should remain valid for a period of 60 days beyond the completion of contract period.

4.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.

4.5. In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option for encashment of the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.

4.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension.

5. Execution of Agreement: Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the Contractor shall prepare the Agreement as per Annexure-8 attached in the tender, 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 Cochin Port Authority duly executed on Kerala stamp paper of Rs. 200/- within 30 days from the date of LoA. Signed original of the agreement will be retained by the Cochin Port Authority and the copy of the Agreement will be given to the Contractor.

6. Care and Diligence: The Contractor shall exercise all reasonable care and due 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 Employer for the proper, efficient and timely execution of the contract.

7. Assignment and Sub-letting: The contractor shall not be permitted to sublease / sublet 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 Employer and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

8. Personnel:

8.1. The Contractor shall employ the appropriate personnel to carry out the contract. All the Crew and Staff engaged for Manning and Operation should be of Indian Nationality.

8.2. If the Engineer in Charge or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff from his work force stating the reasons, the Contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

9. Insurance:

9.1. The Contractor shall, at its own cost, obtain and maintain throughout the entire contract period valid marine insurance for the boat in accordance with the Inland Vessels Act, 2021 and the Inland Vessels (Insurance, Limitation of Liability and Obligations of Service Providers and Service Users) Rules, 2022 or as applicable to Vessels in MS Act / RSV rules . The insurance shall include hull and machinery/port risk cover, protection and indemnity or equivalent third-party liability cover, wreck removal and pollution risks, personal accident cover for crew and passengers, and cover against accident, loss, damage, total loss, injury or death to crew/passengers, and third-party property damage.

9.2. The policy of insurance shall be issued in writing by an authorised insurer. The Contractor shall ensure that a valid Certificate of Insurance or cover note is available on board the vessel at all times during operation. The Certificate of Insurance shall contain, at minimum, the insurer's details, vessel details, registration number, permitted area/zone of operation, insured/owner details, validity period, effective date and expiry date, sum or liability insured including deductibles, conditions of coverage, special conditions/warranties, prohibitions, claim procedure, contact information and dispute resolution mechanism.

9.3. The Contractor shall submit a copy of the valid Certificate of Insurance to Cochin Port Authority before commencement of operational service and shall keep the insurance valid without interruption throughout the contract period. Renewal certificates shall be submitted before expiry of the existing policy. Any lapse, cancellation, non-renewal, invalidity or inadequacy of insurance shall be treated as a material breach of contract, and Cochin Port Authority shall be entitled to withhold payment, refuse deployment of the boat, recover any loss or liability, and/or terminate the contract without prejudice to any other rights available under the contract or law.

9.4. The Contractor shall not alter the terms of insurance without prior written approval of the Engineer-in-Charge/Deputy Conservator. The Contractor shall also indemnify and keep indemnified Cochin Port Authority against all claims, damages, losses, expenses, liabilities,

penalties and costs arising from operation, manning, maintenance, accident, injury, death, pollution, wreck, third-party claims or breach of statutory insurance requirements.

9.5. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
9.6. Alterations to the terms of insurance shall not be made without the approval of the Engineer in Charge or his nominee.

10. Contractor to indemnify Board:
10.1. The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:
10.1.1. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution of the Contract by the Contractor and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents.
10.1.2. Damage to or loss of any property, real or personal; and
10.1.3. Any loss or damage arising to the Employer by reason of breach of any of the conditions of this Agreement by the Contractor.
10.2. Should Board have to pay any money in respect of any claims or demands in connection with the Contract, the amount so paid and the costs incurred shall be charged to and paid by Contractor and the contractor shall not be at liberty to dispute or question the right of Cochin Port Authority to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.
11. Payment Terms: The Contractor shall raise the invoice on monthly basis to the Dy. Conservator of Cochin Port Authority. Payment shall be made at the end of each calendar month, after submission of invoice together with copy of deck log book and engine logbook of the Boat to the Deputy Conservator. For this purpose the contractor shall maintain deck and engine log books, the format of which should be submitted for approval prior to commencement of the contract. The bill shall be submitted in duplicate. Payment will be made within 30 days from the date of submission of bill clear in all respects. GST as applicable will be paid extra by the Port.
Payments due to the Contractor will be made to his Bank through NEFT/ RTGS (as per the applicable Cochin Port Authority payment rules). The bank details along with GST details, PAN No. etc, shall be furnished to the Deputy Conservator prior to release of first payment.

The GST applicable as per law can be billed on the Port Authority, which will be paid to the Contractor , along with the bills.
The following are also to be considered while claiming payment towards GST:

i. Invoice in specific format should be provided by the Contractor for every payment.
ii. GST Registration Number of Cochin Port Authority and the Contractor is to be clearly mentioned with all the bills.
iii. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.

12. Payment of Taxes and Duties :
12.1. The Contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala and Government of India or other authorities under any law for the time being in force in

respect of or in accordance with the execution of Work. The Contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. The contractor is also bound to pay any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties.

12.2. Income Tax Deduction: TDS at the applicable rates will be deducted from the Bills while releasing payment of monthly hire charges.

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

13. Downtime:

13.1. The Contractor will be allowed a downtime of 15 days in each contractual year for upkeep of the Boat. The full one-year's downtime will be credited at the beginning of each contractual year. However, in order to lay up the Boat for carrying out any maintenance work or repairs or surveys etc. by availing the permissible down time, the Contractor shall take prior permission in writing from the Deputy Conservator. During laying up of Boat by availing down time available at the credit of the Contractor, with prior permission of Employer, hire rates will be paid. The balance down time available at the end of the contractual year will not be carried forward to the next contractual year. Even if un-availed down time is remaining at the credit of the Contractor, if the boat becomes unavailable for Employers use without taking prior permission of Employer, penalty as per GCC Clause No. 14 will be applicable in all such cases of unavailability.

13.2. The Contractor shall plan the layup of Boat for Dry-docking / Major repairs / Statutory Surveys, in such a way that the Boat shall be available for Employer's use during South West Monsoon season i.e. May to September.

13.3. The Boat shall be required to be ready for operation at all times. Should the Contractor fail to make the Boat ready for use, the entire period for which Boat was idle after the last operation till her coming back for Port operation shall be treated as down time of the Boat.

13.4. If the Boat is declared as out of commission due to fault of Contractor for a period or for a day by Deputy Conservator then no charges will be paid for that period or day.

13.5. In the event of any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the Boat due to the fault / negligence of the Contractor, no charges shall be payable,except when

a) Conditions prevailing in force majeure clause .

b) The boat has to be laid up due to an accident caused not due to the fault of the Contractor

14. Penalty:

14.1. If the Boat is not available for the use of Employer (other than permitted downtime conditions as per above clause 13) , penalty will be levied from the date and time of such unavailability in addition to nonpayment of hire charges, in the following manner

14.1.1. Up to 14 days from the time and date of such non-availability, 15% of hire charges per day on pro-rata basis.

14.1.2. From 15 days to 21 days from the time and date of such non-availability, 30% of hire charges per day on pro-rata basis.

14.1.3. Beyond 21 days from the time and date of such non-availability, 50% of hire charges per day on pro-rata basis.

14.2. In case the offered Boat become un-available for operation, then a sister Boat or substitute Boat with similar / better specification and satisfying the age criteria stipulated for offered Boat, shall be provided as a replacement by the contractor, at no extra charge to the Employer, within 30 days from the time and date the offered Boat become unavailable. The Contractor can deploy

the replacement Boat for maximum period up to 180 days from the time and date the offered Boat is unavailable. If the fuel consumption of the substitute Boat is more than that of the offered Boat, the Employer shall have power to recover the extra cost incurred on account of the excess fuel consumption from the contractor's monthly bills. If the contractor has not deployed the replacement Boat within 30 days from the time and date the offered Boat become unavailable for use or although the contractor has deployed the replacement Boat in the specified period but offered Boat is not brought back for operation within 180 days from the time and date the offered Boat become unavailable, the contract is liable to be terminated at the discretion of the Employer.

14.3. In case of termination, penalty as above shall apply. The BG shall be encashed, as per Clause No. 4.5 of GCC.

14.4. In case the speed of the Boat during the contract period falls below 20 knots as specified in the tender, the Employer shall have power to deduct an amount equivalent to 5% of daily hire charges for every 1 knot or part thereof of reduced speed. However, if the speed of the Boat falls below 15 knots, CoPA reserves the right to terminate the contract. The contractor shall immediately take all efforts to carry out necessary maintenance for rectifying the defect to attain 20 knots speed in such case at the earliest.

15. Pollution Damage**:** Contractor shall be liable for pollution damage and the cost of cleanup which has caused by the Boat (supplied by the Contractor under the agreement to the Port), and/or the Contractor's personnel by willful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from any source whatsoever.

16. Fuel Consumption: During the course of deployment of Boat at Cochin Port, if the fuel consumption of the Boat is found above the declared consumption per hour at 100% MCR of main Engines or at 100% MCR of Aux engines , the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Cochin Port.

Additionally the deduction of fuel charges as mentioned in clause 24 of Instruction to Tenderers applicable(If the fuel consumption per hour during the acceptance trial is found to be higher than declared fuel consumption per hour at annexure 9).

Patrol boat shall be provided with calibrated Flow meter in the fuel line to propulsion engine including the DG sets to monitor the fuel consumption.

The fuel storage tank should have level gauge or a convenient means of measuring the quantity of fuel on board.

17. Liquidated Damages:

17.1. Except as provided under GCC Clause No. 18 (Force Majeure) and GCC Clause No. 19 (Extension of Delivery Period), if the Contractor fails to deliver the offered Boat / substituted Boat in all respects within 12 months from the date of issuance of Letter of Acceptance by the Employer as specified in the contract, the Employer may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 % of 5 year contract value per week for upto 10 weeks until actual delivery or performance, after which the Contract shall be liable to be terminated pursuant to GCC Clause No. 20 (Termination of Contract) and Performance Guarantee forfeited

17.2. The Liquidated Damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Major Port Authority for Cochin Port shall have power to deduct such sum or sums from the money due to the Contractor. No variation made in the scope of contract shall be of any excuse for delay in delivery of the Boat nor prevent the deduction of the said liquidated damages, unless an extension of the delivery period shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid

/ deducted as above shall not relieve the Contractor from the obligation to deliver the Boat or from other obligations and liabilities under the contract.

17.3. In the case of events in which the Contractor is unable to deliver the Boat for the reasons not attributable to him, he shall apply for grant of extension of completion time within 7 days of such occurrence of event and the Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Cochin Port Authority.

18. Force Majeure**:**

18.1. 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.

18.2. The term force majeure shall mean acts of God, War, Riot, Sabotage, and any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, volcanic eruption, other natural calamities, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war, Pandemic, epidemic and Lockdowns".

18.3. 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 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so is liable to be denied of the exemption under Force Majeure.

18.4. Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

18.5. The decision of the Employer shall be final and binding in this regard.

18.6. Notwithstanding with anything contained therein above the total contract period as stipulated in GCC Clause No. 2 will no way be enhanced by way of operation of the clause.

18.7. However, should such a delay even if due to reason of Force Majeure be protracted for more than three months, the Employer reserves the right to cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favour.

19. Extension of Delivery period:

19.1. If at any time during performance of the contract, the contractor or its sub contractors should encounter conditions impeding timely delivery of the goods or completion of related services, pursuant to GCC Clause No. 3, the contractor shall promptly notify the employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance with or without levy of LD, in which case the extension shall be ratified by the parties by amendment of the contract.

19.2. Except in case of Force Majeure, as provided under GCC Clause No. 18, a delay by the contractor in the performance of its delivery and completion of obligations shall render the contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause No. 17, unless an extension of time without Liquidated Damages is agreed upon, pursuant to clause 17.3.

20. Termination of Contract:

20.1. The Employer reserves the right to terminate the contract by giving 45 days notice to the Contractor, in case of a breach of agreement.

20.2. The Employer reserves the right to terminate the contract by giving 45 days notice to the Contractor, if the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.

20.3. The Employer 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 the Employer.

20.4. If the Boat remain unavailable for a period of more than 30 days in any continuous spell during the contract period and thereby rendering the Boat inoperative for the purpose of deployment then the Employer shall have the full power to terminate the contract.

20.5. During the contract period, if the performance of the Boat in the manner in which they are operated is found to be unsatisfactory or if the contractor has not deployed the replacement Boat on or before 30th day from the time and date the offered Boat is inoperative / breakdown or although the contractor has deployed the replacement Boat in the specified period but originally offered Boat is not available on or before 180th day from the time and date the replacement Boat is offered, the contract is liable to be terminated by giving one month notice in writing to the contractor, at the discretion of the Employer.

20.6. During Pre-acceptance Trials or during the contract period, if the Boat is found to be un usable for operation at Cochin Port, the contract is liable to be terminated without any compensation to the contractor. The decision of Cochin Port Authority in this regard will be final and bind to the contractor.

20.7. Employer reserves the right to terminate the contract without assigning any reason by giving 180 days notice in writing by e-mail / Registered post to the Contractor.

21. Certificates: The Contractor shall comply with all Acts, Regulations and Bye laws related to operation of a Boat in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping / MMD / State Maritime Board for deploying the Boat for service in the port, before the Boat is put into service.

22. Maintenance and Operation of Boat:

22.1. The Boat shall during the hire period be for all purposes be at the disposal of the Deputy Conservator. The Contractor shall maintain the Boat, in efficient operating condition and in accordance with good commercial maintenance practice.

22.2. The Contractor shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Boat.

22.3. If the Deputy Conservator has reason to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew, the Contractors on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.

22.4. The Masters of the Boat will carry out all orders of the Deputy Conservator or his representative and the Master and Engineer to keep full and correct logs in English, accessible at all times.

23. Facilities to be provided by Employer:

23.1. Fuel (Diesel) and fresh water for operation of Boat will be supplied by Port Authority on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 5 days notice for supply of fuel and one day notice for supply of fresh water to be given. The Boat will be directed to receive the same at the designated berths.

23.2. In the event of any difficulty faced by CoPA for supply of fuel the Contractor will be requested to supply the same to the Boat and the cost will be reimbursed at actuals on production of supporting documents.

23.3. A Log Book will have to be maintained by the Master or Chief Engineer of the Boat indicating day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the Deputy Conservator or his representative for verification periodically and a daily report to be submitted on the same.

23.4. Berthing facility and Shore power supply will be provided by the Employer on free of cost basis, whilst the Boat is on hire.

23.5. Apart from the above, no other services including lubricants or fluids shall be provided by the Employer.

24. Contractor's Subordinate Staff and their Conduct:

24.1. The Contractor after award of the work shall furnish names and depute qualified personnel having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. The Contractor shall also provide to the satisfaction of the Deputy Conservator sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever, on the opinion of the Deputy Conservator, additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Deputy Conservator.

24.2. If and whenever the Contractor's agents, assistant, foremen or other employees shall in the opinion of the Deputy Conservator found guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Deputy Conservator, it is undesirable for administrative or any other reason for such persons to be employed in the work, the Contractor, if so directed by the Deputy Conservator shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.

24.3. Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.

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

25. The Engineer in Charge for the contract shall be the officer nominated by Deputy Conservator, Cochin Port Authority.

26. **Dispute resolution**

26.1. The Parties agree to use their best efforts for amicably resolving all Disputes arising under or in respect of this Agreement by mutual discussions.

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

(i) If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within 30 days of receipt of the Contractor's letter.

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

(iii) If the Contractor is dissatisfied with this decision, the Contractor shall within a period of 30 days from receipt of the said decision, shall take further action in accordance with the conciliation procedure set forth in Clause 26.3.

26.3. **Conciliation**

In the event of any dispute or differences between the parties which could not be resolved amicably, the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending / new cases. The conciliation proceedings shall be subject to guidelines in this regard, issued by the Port Authority from time to time. Recourse to such Conciliation shall also be open before, during or after the arbitration or litigation proceedings. The award of the Conciliation Committee, if agreed by both the Parties, shall then be placed for consideration of the Board of the Port Authority subject to the Delegation of Powers.

26.4. Arbitration

(i) Any disputes of a total value less than Rs. 10 crores shall be resolved through arbitration by a Sole Arbitrator appointed by mutual consent of the parties.

(ii) Either party shall within a period of 30 days from the date of termination of conciliation proceedings, give notice to other party for appointment of arbitrator.

(iii) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed jointly by both parties. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

(vii) It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him and give separate award against each dispute and claim referred to.

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

(ix) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement ofclaims and counter statement of claims.

(x) The seat and venue of the arbitration shall be at Cochin.

(xi) The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid.

26.5. Litigation

(i) Any disputes of total value above Rs. 10 crores not covered in the aforesaid arbitration clause shall be adjudicated by the courts.

(ii) Only Courts in Cochin alone shall have jurisdiction to adjudicate any disputes between the parties.

26.6. Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)

Notwithstanding anything contained above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs/ Port Authorities inter se and also between CPSEs and Government Departments/ Organizations, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

27. Substitute arrangement: If the supply of new Boat is delayed and extension granted at the discretion of CoPA , Substitute Boat of same or better specifications / capacity shall be supplied till the new Boat is supplied. This shall be furnished as an undertaking with an agreement with

owner of the Boat that he will not withdraw the supply of Boat till the extended period during which substitute Boat / Boat can be supplied.

28. Governing law: The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.

29. 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 Contractor to the Deputy Conservator for his information.

30. Employees of Board not individually liable: No official or employee of the Board shall in any way be personally 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.

31. (a). In every case in which by virtue of the Section 85 of the code on social security ,2020, the Board is obliged to pay compensation, to a workman employed by the contractor in execution of works, the Board will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Board under Section 85 of the said Act, the Board shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Board to the contractor whether under this contract or any other.

(b) The Board shall not be bound to contest any claim made against it under Section 85 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.

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

(b) The contractor shall pay to every employee engaged by him on the work at a rate not less than the minimum rate of wages fixed by the Kerala Government from time to time under the Code on Wages,2019 (or earlier Minimum Wages Act 1948) and he shall comply with the provisions of the said Act and the Rules made there under.

(c) The contractor should also understand that he alone is responsible for the implementation of the Provisions of the Code on Wages ,2019.

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

33. COMPLIANCE WITH STATUTORY REQUIREMENTS :

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Code on Social Security, 2020, Occupational Safety, Health & Working Conditions Code, 2020, Code on Wages, 2019 , Provident Fund Regulations, Merchant Shipping Act, and other legislations/rules/regulations,etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a 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 Authorities Act, 2021 and the Indian Ports Act 2025 including any amendments / changes as may be incorporated.

Schedule I

List of Documents –scanned copy -to be submitted online

PART 1 –TECHNICAL BID

Sl. No	Description of Documents	Remarks
1	Tender Fee (non refundable) in the form of DD/Bankers Cheque issued in favour of FA & CAO ,Cochin Port Authority , payable at Cochin , Online payment OR Valid certificate for exemption	Yes/No
2	EMD in the form of DD/Bankers cheque issued in favour of FA & CAO, Cochin Port Authority, payable at Cochin , or Bank Guarantee from any of the commercial Banks in India having branch in Cochin or Insurance Surety Bonds or Online payment OR Valid certificate for exemption	Yes/No
3	Tender Document including corrigendum if any duly filled (except price bid), signed and stamped on all the pages.	Yes/No
4	Letter of Submission as per Annexure-1.	Yes/No
5	Copy of valid Power of Attorney duly notarized (if applicable) as per Annexure-2.	Yes/No
6	Details of Experience as per the format at Annexure-3 certified by CA with UDIN	Yes/No
7	Proof of experience in support of MQC: copy of completion certificates of each work issued by the Clients, and work order for the same shall be attached. The certificate shall invariably contain the following among other things: (a) Details of work. (b) The completion cost of the work and (c) Date of commencement and (d) Date of completion of the work. Experience certificate of works executed in private sectors/organisations shall be considered for qualification, only on submission of TDS certificate along with work order and performance certificate	Yes/No
8	Annual turnover certificate as per the format at Annexure-4 (A statement duly certified by Chartered Accountant with UDIN showing Average Financial turnover of the tenderer for the last three financial years ending 31.03.2025.	Yes/No
9	Bid security declaration as per Annexure 5	Yes/No
10	The tenderer have to execute an “Integrity Pact” (IP) as per the format attached in Annexure-6 of this tender document. Integrity pact shall cover the tender throughout its various phases and it would be deemed as a part of the contract. The tenderer should sign and submit the “Integrity Pact” to be executed between the tenderer and Cochin Port Authority along with the tender.	Yes/No
11	The Tenderer should have at least one boat owned or Hired and registered under MS Act/ RSV rules / IV Act with valid certificate or new build.(Documentary proof required for ownership / Hire/ New building)	Yes/No
12	The firm must have valid PAN . Copy of the certificate to be submitted	Yes/No
13	The firm must have valid GST registration. Copy of the certificate to be submitted	Yes/No

14	Declaration of Fuel consumption of offered Boat as per Annexure-9.	Yes/No
15	Copies of EPF and ESI registration shall be furnished, else Annexure 10.	Yes/No
16	Information regarding Litigation as per Annexure-14	Yes/No
17	Declaration as per Annexure-15	Yes/No
18	Format for undertaking regarding Debarring/ Blacklisting as per annexure 16	
19	The tenderer shall submit the full particulars of the offered Boat as per Annexure-17 with supporting documents / drawings etc. along with the tender.	Yes/No
20	Bank information for e- Payment system as per Annexure18	Yes/No
21	Profile of the Bidder as per Annexure 19	Yes/No
22	Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.	Yes/No
23	A covering letter with company address , phone ,email address.	Yes/No
24	List of Originals to be submitted in addition to online submission. a) The bidder shall submit the duly signed "Integrity Pact" b) The originals of financial instrument towards Tender Fee / EMD. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Authority, at least one day before the date and time of opening of e-tender. c) Power of Attorney, if applicable d) letter of submission (LoS) e) Bid security declaration	

Tenderer's Signature with seal.

SCHEDULE II- PRICE BID

Name of the Work: The Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis

Period	Rate in rupees per day(In figures)	Rate in rupees per day (In words)
1st Year		
2nd Year		
3rd Year		
4th year		
5th Year		

i) The above price is inclusive of all taxes and duties but excluding GST.
ii) The Price is firm
iii) Evaluation of price bid as per clause 24 of Instruction to Tenderers.

Name of the Tenderer : ……
Company : ……
Full Address : ……
……
……
……

Signature by for and on behalf of tenderer : ……
Name and Designation : ……

Note: 1. The tenderer shall write his rates in both figures and words.
1. The tenderer shall make sure that there is no overwriting. If any correction is made, the signatory to this tender documents should put his full signature on the side of the correction.
Note: This form shall be filled in the MS-EXCEL format as uploaded in the website. Website: www.Tenderwizard.com/CPT

Annexure-1

LETTER OF SUBMISSION - COVERING LETTER

(On the Letter Head of the Bidder)

To
The Deputy Conservator,
Cochin Port Authority.

Sir,
Sub: Tender for "Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis " for a period of 5 years**.**

Being duly authorized to represent and act on behalf of …… (Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

1. Financial instrument for remittance of EMD or copy of document for EMD exemption.
2. Power of Attorney as per Annexure-2.
3. Experience details for Minimum Eligibility Criteria as per Annexure-3 with supporting documents.
4. Annual Financial Turnover for the last three financial years certified by Chartered Accountant as per Annexure 4.
5. Particulars of Boat as per Annexure-17
6. Pre-contract Integrity Pact duly signed as per Annexure-6.
7. Bid security Declaration as per annexure 5
8. Declaration as per Annexure-15.
9. Bank details as per Annexure-18.
10. Declaration of maximum fuel (HSD) consumption in litres per hour for (for both Main Engines & Auxiliaries together of the offered Boat) during the contract period of five years as per Annexure-9.
11. Copies of PAN, GST Registration, EPF and ESI registration (if applicable).
12. Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.

(Signature of Authorized Signatory)

Annexure-2

PROFORMA OF POWER OF ATTORNEY / LETTER OF AUTHORITY

(To be submitted on Non-judicial Stamp Paper of appropriate value, duly notarized)

(In case of company Power of Attorney should be given by all directors appearing in the MoA or should submit the Board Resolution duly signed by CMD / MD of the company which is to be duly notarized. In case of Partnership firms, Power of Attorney should be given by all the partners mentioned in the Partnership Deed which is also to be duly notarized).

To
The Deputy Conservator,
Cochin Port Authority,
Cochin 682009,
Kerala, India.

Dear Sir,

We ---------- (name and address of the bidder) do hereby confirm that Mr./Ms./Messrs ---- (name and address of the person), whose signature is given below, is / are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender for "Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis".

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Name & Specimen Signature of the person authorized to sign the Tender Document:

Name & Designation of the Authorised signatory for issuing POA :

Yours faithfully,

(Signature, name and seal of the issuing authority)
Witness Name and address (two witnesses)

Annexure-3
Work executed during last 7years

Please provide information only for the projects as per Eligibility criteria for which the Employer as a corporate entity legally contracted your firm, or where your firm participated as one of the major companies within a consortium/company.

PAYMENT RECEIPT DETAILS OF M/s_____(firms name) CERTIFIED BY CHARTERED ACCOUNTANT

Contractor's Experience in similar projects only:

Details of payment received for the completed portion / part of the contract for similar work during the last seven years

Sl. No.	Name of Project	Work Order No. and Date	Completion certificate No & date	Actual period of contract (including extensions if any)		Project Value in INR	Final completed Value as per the completion/ performance certificatein INR (Excl. of GST)	Name and contact details of the client
				From	To			
1								
2								

I hereby **declare** that the information given in this **Annexure** is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the bidder.

Name of the **Chartered Accountant**:

Signature & Seal of the Chartered Accountant

UDIN No:

PhNo : Email ID :

Note:

a. The bidder has to submit the summary of payments received for the works executed in this Annexure in full, duly signed and sealed by any practicing chartered accountant with the UDIN number.
b. The works declared by the bidder in this Annexure only shall be considered for technical qualification of the bidders. LOA/Work orders/Agreements other than the ones mentioned in this Annexure shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.
c. Additional sheets may be used if necessary.
d. Copy of the documentary proof for the completed works / completed portion of the work (the best illustrated above) issued by the employer/competent authority to the bidder should be enclosed as required in eligibility criteria of instructions to bidder.

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

DATE: BIDDER'S SIGNATURE WITH STAMP

Annexure 4

ANNUAL FINANCIAL TURNOVER CERTIFIED BY CHARTERED ACCOUNTANT

M/s. ___(Indicate Name of the Firm)_ .

Bidders should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements of MQC. If required, separate sheets may be used to provide complete financial information

Firm's Financial Data: Turnover of the firm

Sl.No.	Particulars	Turnover in INR**
1	FY2022 – 2023	
2	FY2023 – 2024	
3	FY2024– 2025	
	Averageof03years	

**Note:

Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria certified by CA with UDIN No. The copy of document is subject to production of the originals when demanded.

Name of the Chartered Accountant:

Signature & Seal of the Chartered Accountant:

UDIN No:

DATE: BIDDER'S SIGNATURE WITH STAMP

Annexure 5

Bid security declaration

(Bidder shall upload the duly filled Tender Form in the company letter head and send the hardcopy to the following address on or before the time of opening of technical bid)

Date: DD/MM/YYYY

To,

DEPUTY CONSERVATOR

COPA

Kochi-682009

Sir/Madam,

Sub: "Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol On Hire Basis For A Period Of 5 Years For Cochin Port Authority"– Reg.

I/We, the undersigned, do hereby declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impaired or deviated from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

   (i) failed or refused to execute the contract, if required, or

   (ii) Failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

NAME:

DESIGNATION: SEAL

SIGNATURE:

Place:

Date:

Annexure-6

PROFORMA OF PRE CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Tender No.....; Tender Title: .....

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____2026 at _____, India BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, represented by its Deputy Conservator, Sri ....., S/o Sri....., aged ...years residing at .....(address).....(hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. _____ represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

"The Principal" intends to award, under laid down organizational procedures, contract/ s for _____, "The Principal" values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the "The Principal"

(1) "The Principal" commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

(2)If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 -Commitments of the "Bidder/ Contractor"

(1) The "Bidder/ Contractor" commit themselves to take all measures necessary to prevent corruption. The „Bidder/ Contractor" commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The "Bidder/ Contractor" shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
b. The 'Bidder/ Contractor' shall not enter with other Bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 -Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 -Compensation for Damages

(1) If the Principal has disqualified the „Bidder/ Contractor" from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from „Bidder/ Contractor" the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 -Previous transgression

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 -Equal treatment of all Bidders/ Contractors/ Subcontractors

(1)In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
(2)The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
(3)The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 -Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 -Independent External Monitor

(1) The BUYER/ EMPLOYER has appointed the following panel of Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

(i) Shri. Harishwar Dayal, IDSE (Rtd.)
H-2, Lawyer Colony, Bypass Road,
Agra-282005 (UP)
Mobile No:9412095786
Email: dayalagra@gmail.com

(ii) Shri. Deepak Chaturvedi, ITS (Retd)
Flat No.1, Sanchar Vihar,
C-58/4, Sector-62,
Uttar Pradesh, Noida-201301
Mobile No:9930408711
Email ID :chaturvedideep@rediffmail.com

The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organization.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed

declarations on „Non-Disclosure of Confidential Information" and of „Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and rescue himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

(10) In the event of any dispute between the Management and the Contractor, incase, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.

(11) The fees/ expenses on dispute resolution shall be equally shared by both the parties.

(12) A person signing the IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(13) In case of sub-contracting, the Principal contractor shall be solely responsible for the adherence to the provisions of IP by the subcontractor(s).

Section 9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

Section 10 -Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e.,Cochin.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal
(Name of the Officer and Designation) (Office Seal)

For and on behalf of 'Bidder/ Contractor'
(Name of the Officer and Designation) (Office Seal)

For and on behalf of the Principal
Place Date

Annexure-7

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE / SECURITY DEPOSIT

(To be executed on non-judicial Stamp Paper of appropriate value)

[The bank, as requested by the successful tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Major Port Authority for Cochin Port, incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Major Port Authority for Cochin Port, its successors and assigns) having agreed to exempt (Name of the Contractor/s) (hereinafter called the "Contractor")'from the demand In consideration of the Board of Major Port Authority for Cochin Port, incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Major Port Authority for Cochin Port, its successors under the terms and conditions of the Contract, vide Deputy Conservator's letter No. dated ---------made between the Contractors and the Board for execution of Bank Guarantee covered under E Tender No. ---------- dated ------ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. --------- (Rupees ---------- only)we, the (Name of the Bank and Address) (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. -------- (Rupees ---------- only) against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

We, (Name of Bank and Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. 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 any amount not exceeding Rs. ------- (Rupees ---------- only).

We, (Name of Bank and Name of Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(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 Contractor(s) shall have no claim against us for making such payment.

We, (Name of Bank and Name of Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the

Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Deputy Conservator, Cochin Port Authority of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

We, (Name of Bank and Name of Branch), further agree with the Board that the Board 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 contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors 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 Contractor(s).

It is also hereby agreed that the Courts in Ernakulam would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, (Name of Bank and Name of Branch), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. ---------- (Rupees ----- only);

This Bank Guarantee shall be valid up to ---------; and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ------ (date of expiry of Guarantee).

Date:
Place:

For (Name of Bank)

(Name)

Signature

Annexure-8
FORM OF AGREEMENT

Agreement No. … of ……..

Agreement for the work of **"**Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis" for a period of Five years to Cochin Port Authority**.**

This agreement is made on this day ----- of ------ between the Board of Major Port Authority for Cochin Port commonly known as Cochin Port Authority, a body corporate under the Major Port Authorities Act, 2021 having office at Willingdon Island, Cochin, 682009 represented by its Deputy Conservator Shri. -----, S/o ------, aged ------- years, residing at ------- (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. ---------- represented by Shri. ---------, S/o ---------, aged --- years, residing at ------ (hereinafter referred as "Contractors" which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for ---------- vide Tender No. ------dated -------and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the tender document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide Work order No. --------- dated-------, issued to the Contractor while accepting their tender.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows.

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the "General Conditions of Contract" and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs. -------- (Rupees -------- only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Cochin Port Authority as Performance Security the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office, if the Contractor fail to commence the work specified in, underwritten memorandum or if the Contractor not deposit the full amount of security deposit specified in, underwritten memorandum otherwise the said sum of Rs. ------ shall be retained by the Board as on account of such security deposit as aforesaid.
5. It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement: (a) The

Letter of Acceptance (b) Bill of Quantities (c) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to and (d) Replies to Pre-bid queries and amendments issued if any.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s ---------- and on behalf of the Board of Major Port Authority for Cochin Port, the DEPUTY CONSERVATOR has set his hand and seal and common seal of the Board of Major Port Authority for Cochin Port has been hereunto affixed the day and year first written above.

CONTRACTOR
Signed, sealed and delivered

By Shri. ---------- M/s ---------
(Common Seal of the Firm)

Signed and affixed seal in the presence of :

1. Signature with address :

2. Signature with address :

Signed, sealed and delivered by the Deputy Conservator,
Cochin Port Authority on behalf of Board of Major Port Authority of Cochin Port

EMPLOYER
Signed and affixed the common seal of Board of Major Port Authority for Cochin Port in the presence of:

1.
2.

Annexure-9

(This certificate to be signed by IRS/IACS Member / Shipyard / Repair yard)

Declaration of Fuel consumption of the offered Boat

Particulars	Remark
Maximum fuel (HSD) consumption in litres per running hour for at least 20 knots speed in fair weather condition for both Main Engines & Auxiliaries together) of the offered Boat declared for the contract period. (As per scope of work & special conditions of contract , clause 2.2.2- Main propulsion power to achieve Speed of not less than 20 Knots at 90% MCR)	
Offered boat status (Existing boat or New to be built)	
Main Engine BHP per engine	
F O Consumption In Lit per Hr per Main Engine At 100%MCR	
Aux Engine BHP per engine	
F O Consumption In Lit per Hr per Aux Engine At 100%MCR	

Authorised Representative of the Classification society or Shipyard or Repair yard

Signature
(Authorized Signatory)

Note:

1) In case of an existing boat , the fuel data above to be submitted based on sea trials by IRS or IACS member .
2) In case of an existing boat is in drydock or under repairs, the above report to be issued by the shipyard or repair yard. Additionally ,the bidder has to submit a letter issued by IRS/IACS member in the below format
3) In case of a new construction, the above report to be issued by the shipyard. Additionally , In case of new construction ,the bidder has to submit a letter issued by IRS/IACS member in the below format
4) During Preacceptance trials at Cochin Port the above fuel consumption parameter at 20 knots speed to be verified in presence of IRS/IACS member
5) Trial period not less than 30 minutes such that at least 15 minutes in one direction and 15 minutes in opposite direction in calm weather . The total fuel consumption observed during the trial period will be taken for calculating the fuel consumption per hour at 20 knots.

Letter format – To be issued by IRS/IACS member for proposed New Boat to be constructed / proposed existing boat in drydock or under repair.

M/S …(Name of the bidder) has approached IRS (or IACS members) and informed about the proposed High speed Patrol boat - to be built / existing boat Under repairs - and classed with

Indian Register of Shipping (or any IACS members) - for the purpose of tender no MD/High Speed Boat/2026/2 dated 03.11.2026 invited by Cochin Port Authority .

We have seen the annexure 9 of the tender document duly filled by …… Shipyard / Repair yard with regard to the the Estimated Maximum fuel (HSD) consumption in litres per running hour at 20 knots speed for submission in the above tender. However IRS can verify the actual fuel consumption at 20 knots only during sea trials after construction of the proposed boat / after completion of repair works of the proposed boat .

IRS/IACS member on request of the firm will provide surveyor for verification of the above parameters during the pre-acceptance trials of the vessel.

Authorised Representative of the Classification society
Signature
(Authorized Signatory)

ANNEXURE-10

UNDERTAKING REGARDING EPF AND ESI REGISTRATION

I/ We, M/s…… (Name & Address of the Quotationer) solemnly affirm and undertake that I/ We do not have the required number of employees for taking registration under EPF Organisation and ESI Corporation. I/ We also undertake that I/ We take the full responsibility for all the consequences arising due to the above and indemnify CoPA officials for any actions taken in this regard

SIGNATURE OF TENDERER

Annexure 11
Format of Insurance Surety Bond towards Bid Bond

[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: Date:

To ,
The Deputy Conservator,
Office of the Deputy Conservator,
Cochin Port Authority,
Willingdon Island, Cochin 682009
Kerala, India

Dear Sir,

In accordance with Invitation for Bids under your Bid Document No.MD/High speed Boat/2026 , M/s (Supplier's Name) having its Registered/Head Office at (address) (hereinafter called the 'Supplier') wish to participate in the said bid for Supply, Manning, Operation and Maintenance of one high speed motor boat for CISF Harbour Patrol on hire basis for a Period Of 5 Years For Cochin Port Authority .
As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*)..... valid for days from ..... (**) required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.
We, the (Name of the Insurer) having our Head Office at (address of the Insurer) guarantee and undertake to pay immediately on demand by Cochin Port Authority (hereinafter called the 'Authority') the amount of .....(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Authority' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to the supplier in terms thereof.
This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@). If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s (Supplier's Name) on whose behalf this Insurance Surety Bond is issued.
In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... 20..... at .....
.....
(Signature)

.....

(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney PoA No.....
Date.....

NOTE:
1. (*) The amount as specified in the Tender document.
(**) This shall be the last date of bid submission deadline.
(@) This date shall be thirty (30) days after the last date for which the bid is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Authority shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

Annexure 12

Insurance Surety Bond Format for Performance Security

[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....
Date of issue: .....
Insurer's IRDAI Registration No....
Amount of Insurance Security Bond: Rs. ..... (Rupee .. in words..... only)
Security Bond cover period: From .....to ..... (both days inclusive)
Claim period : upto and including .....

THIS INSURANCE SURETY BOND is executed on.....(Date) at ..... (Place) by .....(Name of the Insurer), a company incorporated under the laws of India, registered with the IRDAI as a general insurer under Registration No. .....and having its registered office at.....and its branch office at ..... (hereinafter called **"the Insurer",** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns)

IN FAVOUR OF

The Board of Cochin Port Authority, a body constituted under the Major Port Authorities Act, 2021 having its office at Willingdon Island, Kochi – 682 009, Kerala (hereinafter called **"the Board",** which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

WHEREAS

(A) The Board has awarded the Contract for **"......"** vide Work Order No. ..... dated ..... (hereinafter called **'the Contract'**) to **M/s. .....**(hereinafter called **"the Contractor"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

(B)Under the terms and conditions of the Contract, the Contractor is bound to furnish to the Board a Performance Security/Security Deposit of Rs. ...../- (Rupee .....in words..... only) (hereinafter called **"the Guaranteed Amount")**.

(C) At the request of the Contractor, and in consideration of the Board having awarded the Contract to the Contractor, the Insurer has agreed to issue this Insurance Surety Bond in favour of the Board.

NOW THIS INSURANCE SURETY BOND WITNESSES AS FOLLOWS:

1. We, the Insurer, at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. ...../- (Rupee ..... only) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

2. We, the Insurer, do hereby guarantee and undertake to pay the Board, on demand any and all amount payable by the Contractor to the extent of Rs. ...../- (Rupee .....only), as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Board on the Insurer shall be conclusive and binding notwithstanding any difference between the Board and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior

consent of the Board and further agrees that the guarantee herein contained shall be enforceable till the Board discharges this guarantee.

3.The Board shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point of time have an option of revoking the same, the Board shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Board and the Contractor or any other course or remedy or security available to the Board. The Insurer shall not be released of its obligations under these presents by any exercise by the Board of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Board or any other indulgence shown by the Board or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

4.The Insurer also agrees and undertakes that the Board at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Board may have in relation to the Contractor's liabilities.

5.This Surety Bond will not be discharged due to the change in the constitution of the Insurer or the Contractor. It is also hereby agreed that only Courts at Kochi in Kerala shall have exclusive jurisdiction in respect of all matters, including any demands claims, under this Surety Bond.

Notwithstanding anything contained hereinabove:

a) The liability of the Insurer under this Insurance Surety Bond shall not exceed Rs. ……../- (Rupee ……. only),
b) This Insurance Security Bond shall remain in force upto and including …… and shall be encashable at ……(address of the Insurer's branch at Kochi, Kerala).
c) The Insurer shall be liable to pay the Guaranteed Amount, or any part it, only if the Board serves upon the Insurer a written claim or demand on or before …… (being 3 months after the date of expiry of validity). Unless a written claim or demand is received by the Insurer on or before that date, all rights of the Board under this Insurance Surety Bond shall stand extinguished and the Insurer shall be discharged from all liability under it.

IN WITNESS WHEREOF the Insurer has executed this Insurance Surety Bond on the day, month and year first written above.

Signed and delivered for and on behalf of ……(Name of the Insurer)
by its Authorised Signatory

Signature :……
Name:……
Designation:……
Employee Code:……
Power of Attorney/Board Resolution No. and date……
Contact Details (phone):……
Email ID:……

Seal of the Insurer

Witness 1: Name & Address.....Signature.....
Witness 2: Name & Address.....Signature.....

Notes :

1. The Insurance Surety Bond shall be issued by an Insurer registered with the IRDAI as a general insurer and complying with the IRDAI (Surety Insurance Contracts) Guidelines, 2022 (as amended) and any additional eligibility criteria stated in the tender/contract documents.

2.The Insurance Surety Bond shall be executed on Non-Judicial/e -stamp paper of the appropriate value as per the Stamp Act prevailing in the State(s) where the Insurance Surety Bond is executed, submitted or to be acted upon, whichever rate is higher. The stamp paper shall be purchased on or before the date of execution.
3. The Board reserves the right to verify the authenticity of this Insurance Surety Bond and the authority of the signatory with the Insurer before accepting it.

Annexure 13

Specimen Bank Guarantee Form for EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on ₹100/- non-judicial Stamp Paper]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Board of members of the *Cochin Port Authority,,*

Date: _____

TENDERGUARANTEE No.:_____

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of *[name of contract]* under Invitation for Tenders No. *[number].* Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we *[name of Bank]* here by irrevocably undertake to pay you any sum or sums not exceeding into an amount of*[amount in figures] (amount in words)* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer Has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender ;or

Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly

This guarantee will expire unless otherwise extended or informed by the Employer/Board:

If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer;

or

(a) If the Tenderer is not the successful Tenderer, upon the earlier of

(i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or

(ii) Bank Guarantee shall be valid for a period of 6 months and have a claim period of 3 months.

"Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed ₹ (Rupees only);

b) This Bank Guarantee shall be valid upto ; and

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee)."

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date

[signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so-should also be enclosed]

Annexure 14

Format for information regarding Litigation

(To be given on Company Letter Head)
Date:
To,

_____
_____

Sub: Declaration for Litigation
Tender Reference No: _____
Name of Tender / Work: -

_____
_____

Dear Sir,

We hereby confirm and declare that we, M/s ----------, does not have any litigation / Arbitration History against COPA for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Annexure-15

DECLARATION

We, M/s (Name & address of the bidder), hereby declare that:

1. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
2. We disclose with that we have ***** made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
3. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.

Signature

(Authorized Signatory)

*** Note: Delete whichever is not applicable.**

Annexure 16
Format for undertaking regarding Debarring/ Blacklisting

(To be given on Company Letter Head)
Date:
To,

_____
_____

Sub: Declaration for non-blacklisting
Tender Reference No: _____
Name of Tender / Work: -
_____
_____

Dear Sir,

We hereby declare that we are not debarred or blacklisted by any Port /Central Government/ State Government/ agency of Central/ PSU/Private firm or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities as on date of submission of the tender.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Annexure-17

Technical Details Of Boat Offered

Sl.No.	Description	Bidder's Response
A	**General Particulars** (Attach The Documents In Support Of The Information Provided)	
1	Name Of The Boat	
2	Offical Number	
3	Call Sign	
4	Gross Tonnage	
5	Day/Month/ Year Of Built Of The Boat	
6	Flag/Nationality	
7	Port Of Registry	
8	Registration (Ms Act/River Sea Act/ Inland Vessel Act) (Attach certificate of registry for existing boat)	
9	Classification (Attach certificate of Class for existing boat)	
10	Hull Material	
11	Due Date For Next Docking Survey	
12	Name & Address Of Client(S) Used The Offered Boat Earlier	
B	**Technical Details** (Attach General Arrangement Drawing)	
1	Length Overall (Loa)	
2	Beam	
3	Depth/Free Board	
4	Draft	
5	Speed (Knots)	
6	Complement Capacity (Indicate No. Of Manning Crew As Per Statutory Requirement & Permissible No. Of Passengers Separately)	
C	**Main Propulsion Engine Particulars**	
1	No. Of Main Propulsion Engines	
2	Make/Model No.	
3	Bhp Per Engine	
4	Type Of Fuel Oil	
5	F O Consumption In Lit /Hr / Main Engine At 100%Mcr (Reference From Engine Manufacturers Document To Be Submitted)	

6	Main Engine power in % of MCR to attain 20 knots speed. (As per scope of work & special conditions of contract clause2.2.2 Main propulsion power to achieve Speed of not less than 20 Knots at 90% MCR)	
Sl.No.	**Description**	**Bidder's Response**
D	**Auxiliaries**	
1	Total Number Of Dg Sets On Board	
2	Make/Model Number	
3	Rating Of Dg Set In Kva	
4	Total Load In Kw/Watt	
5	F O Consumption In Lit /Hr /Aux Engine At 100%Mcr (Reference From Engine Manufacturers Document To Be Submitted)	
6	Aux engine power in % of MCR for operations	
E	**Other Particulars**	
1	Fuel Tank Capacity	
2	Fresh Water Capcity	
3	Communication Equipment (Specify Each Equipment)	
4	Navigation Equipment (Specify Each Equipment)	
5	LSA/FFA (Specify)	
6	Facilities In Accommodation	
	-Air Conditioned	
	-Separate Cabin On Deck Level	
	-Seating For Passengers	

SIGNATURE OF TENDERER

Annexure-18

FORMAT FOR FURNISHING BANK INFORMATION FOR E-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No.	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	IFSC code	
7	MICR code	
8	Telephone/Mobile No. of the beneficiary	Telephone: Mobile :
9	Cancelled Cheque	

Signature of the bidder with seal

Annexure 19
Profile of the Bidder

General Information	
Type Of Vendor	Person/Organization/ Group
Registered Name of the Vendor	
Type of the Vendor	MSME/MSME(SC) /MSME(ST)/ Others
Address of the Registered Office or Head Office	
Mailing Address of the Bidder	
PAN	
GSTN Number	
Phone Number (with STD code)	
E-mail ID	
Type of Entity	
Date of Establishment	
Name of the Chief Executive	--
Name of Authorized Signatory	
Mobile No. and Email ID of the Authorized Signatory Email: Mobile No:	
Name of Contact Person	
Mobile No. and Email ID of the Contact Person Email: Mobile No:	
Other details, if necessary	
RTGS / NEFT Details	
Name of the Bank	
Bank(Branch)Postal Address	
Bank Account Number	

Nature of the Account	
RTGS*-Code of the Branch	
NEFT** -Code of the Branch	
MICR Code	

RTGS - Real Time Gross Settlement"*
*NEFT** - *National Electronic Fund Transfer".*

These "IFSC" Codes are unique numbers of each Branch - "Indian Financial Service Code'. For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill -up both the rows, even if it is the same.

[Name and Designation of Signatory] Seal & Signature of Authorized Person
Name:

Designation: Date:

Name of Firm: Place:
Address:

Annexure 20

- High speed boat Compliance Certificate (To be issued by IRS/IACS)

To be submitted after construction and certification of the Boat prior to acceptance trials at CoPA

Name of the Boat : _____
Owner : _____
IMO Number/
IV regn number : _____(As applicable)
Classification Society : _____
Length Overall : _____
Breadth moulded : _____
Navigational Draught : _____
Gross tonnage : _____
Crew strength : _____
Passenger Capacity : _____
Built By : _____
Propulsion power to achieve 20 Knots speed : _____% of MCR
Main engine details
Generator details

It is certified the High speed boat comply with the specification/guidelines of the (i) Circular no. NT/ISPS/SHIP/03/2009 dated.06.03.2009 and (ii) Circular no. 44-N(06)/PORTS/2003-Vol IV dated.02.04.2012. (iii) N.T.Branch circular No Addendum to NT/ISPS/SHIP/03/2009 dated 26.10.2023 (iv) N.T. BRANCH CIRCULAR NO: NT/ISPS/SHIP/32/2026 dated 23.06.2026

Authorised Representative of the Classification society

Supporting Documents for Certification:

1) Certificate of Class .