कोचिन पत्तन प्राधिकरण
Cochin Port Authority

(Ministry of Ports, Shipping & Waterways, Govt. of India)

TENDER DOCUMENT

FOR

Supply of Three - Seater Visitors Chairs for Use at the Cruise Terminal

2026

Office of the Senior Deputy Materials Manager Materials Management Division Mechanical Engineering Department Cochin Port Authority, Willingdon Island, Cochin682009	Contact Details Website: www.cochinport.gov.in E-mail: sdmm@cochinport.gov.in Tele: 0484-258-2467/2470/71/72/74 Mob: 9847381186/9895289290

INDEX

Sl. No	Description	Page No
1	TENDER NOTICE	3
2	INSTRUCTIONS TO BIDDERS	5
3	GENERAL CONDITIONS OF CONTRACT	9
4	SPECIAL CONDITIONS	17
5	SCOPE OF SUPPLY AND TECHNICAL SPECIFICATION	18
6	TECHNICAL COMPLIANCE DATA SHEET – ANNEXURE -1	19
6	LIST OF DOCUMENTS TO BE SUBMITTED ON LINE - ANNEXURE -2	21
7	DETAILS OF FINANCIAL STABILITY - ANNEXURE -3	22
8	STRUCTURE OF ORGANISATION -ANNEXURE -4	23
9	DETAILS OF EXPERIENCE – ANNEXURE -5	24
10	UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT – ANNEXURE -6	25
11	UNDERTAKING THAT PRICE BID DOES NOT CONTAIN ANY CONDITIONS – ANNEXURE -7	26
12	PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT – ANNEXURE -8	27
13	FORMAT OF AGREEMENT -ANNEXURE 9	29
14	NO CLAIM CERTIFICATE – ANNEXURE -10	31
15	FORMAT OF DECLARATION IN-LIEU OF EMD/BID SECURITY – ANNEXURE -11	32
16	FORMAT OF POWER OF ATTORNEY ANNEXURE -12	33
17	FORMAT FOR SELF-CERTIFICATION UNDER PREFERENCE TO “MAKE IN INDIA” POLICY - ANNEXURE -13	35

I. TENDER NOTICE

1.1 Tenders are invited through Government e- Marketing Place (GeM Portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid] for the **Supply of 150 Nos. Three-Seater Visitors Chairs for use at Cruise Terminal** of Cochin Port Authority, Willingdon Island, Kochi, Kerala.

I.2 Tender document can be downloaded from the Government e- Marketing Portal (GeM) or from CoPT website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.

I.3 The bids should be uploaded only through Government e- Marketing Portal (GeM Portal)**.**

I.4 **EMD**: **Rs.38,400/-** (Including GST) has to be remitted in the form of Account Payee Demand Draft of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Authority/ Insurance Surety Bonds/Banker's Cheque/ Bank Guarantee from any of the Commercial Banks /payment online in an acceptable form/Fixed Deposit Receipt from any of the commercial banks

I.5 Bank Details of Cochin Port Authority are given below:

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

I.6 As per GFR -2017- Clause No- 170, EMD exemption shall be applicable to Micro and Small Enterprises (MSE) as defined as MSE Procurement Policy and relevant registration certificates should be uploaded along with the Bid

I.7 **In lieu of Bid Security/EMD, Bid Security Declaration (Annexure –11) shall be furnished by the eligible bidders along with their bid as per the format enclosed. Otherwise, the bids shall be rejected.**

I.8 The original document of EMD shall reach the office of Sr. Dy. Materials Manager, CoPA within 3 days of opening of the Tender (**Copy of original instrument shall be uploaded along with the bid, failing which the bid will be rejected**.) In case of online payment, UTR number of the transaction should be uploaded along with the Bid. Cochin Port Authority will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned above. If EMD amount has not reflected in the Bank account of Cochin Port Authority, the bid will be rejected

I.9 The tenders shall be submitted through GeM Portal strictly in accordance with the Instructions to Tenderers and other terms & Conditions given in the tender document.

I.10 ***Minimum Qualification Criteria (MQC):***

a) The Tenderer should have experience in having successfully supplied **3 -Seater Visitors Chairs** during last 7 years ending on 31.10.2026. Value of Completed Supplies should be either of the following: -
   1. One Completed Supply, costing not less than Rs.15,36,000/-.**or**
   2. Two Completed Supplies, each costing not less than Rs.9,60,000/-. **or**
   3. Three Completed Supplies, each costing not less than Rs.7,68,000/-.

b) The bidders should submit scanned copy of Supply Orders of 3 -Seater Visitors Chairs.The experience certificate of Works/Supplies executed in private sectors/ Govt. organizations shall be considered for qualification, only on submission of **statement as per Annexure-5duly certified by a Chartered Accountant and to provide their UDIN (Unique Document Identification Number) while certification with QR code if available.**

c) The bidders should submit Completion certificate/ Consignees Receipt and Acceptance Certificate (CRAC)/Copy of Invoice of the same purchase orders which is submitted against Minimum - qualification criteria.

d) Tenderer should either be a manufacturer of 3 - Seater Visitors Chairs or should be an authorised dealer of the OEM

e) In case of manufacturer, copy of certificate of incorporation/registration should be submitted along with the tender

f) In case of dealer, copy of valid dealership certificate issued by the manufacturer should be submitted along with the tender.

g) **Financial Criteria:** Average Annual Financial turnover of the bidder during the last three financial years ending 31.03.2026 (viz. 2023-24, 2024-25 and 2025-26) should be at least **Rs. 6 Lakhs**. Annual Accounts for last three financial years (viz. 2023-24, 2024-25 and 2025-26) duly certified by a practicing Chartered Accountant and a statement showing the Average Annual Financial Turnover during the above three financial years duly certified by a practicing Chartered Accountant should be submitted along with the bid.

h) Authority In Signing Tender Documents (Power of Attorney): Notarized Power of Attorney in favour of person authorized to sign the tender document and execution of agreement should be **submitted on Rs.100/- non-judicial stamp paper** along with the bid as per the format attached as Annexure -13.

I.11 The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender

I.12 Evaluation and comparison of tenders: Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding

I.13 Pre – Bid: Pre bid queries if any should reach this office through e-mail/GeM Portal before one day prior to the date stipulated for Pre bid meeting in the GeM Bid Document.

Sd/-
Sr. Dy. Materials Manager
For and on behalf of the Board of Trustees of
The Cochin Port Authority

II. INSTRUCTIONS TO BIDDERS

1. **Past Project Experience and Minimum Qualification Criteria (MQC):**

1.1 The Tenderer should have experience in having successfully supplied 3 - Seater Visitors Chairs during last 7 years ending on 31.10.2026. Value of Completed Supplies should be either of the following: -

a) One Completed Supply, costing not less than Rs.15,36,000/-.**or**
b) Two Completed Supplies, each costing not less than Rs. 9,60,000/-. **or**
c) Three Completed Supplies, each costing not less than Rs. 7,68,000/-.

1.2 The bidders should submit scanned copy of Supply Orders of 3 - Seater Visitors Chairs.The experience certificate of Works/Supplies executed in private sectors/ Govt. organizations shall be considered for qualification, only on submission of **statement as per Annexure-5duly certified by a Chartered Accountant and to provide their UDIN (Unique Document Identification Number)while certification with QR code if available.**

1.3 The bidders should submit Completion certificate/ Consignees Receipt and Acceptance Certificate (CRAC)/Copy of Invoice of the same purchase orders which is submitted against Minimum -qualification criteria

1.4 **Bidder should either be a manufacturer of 3 - Seater Visitors Chairs or should be an authorised dealer of the OEM.** In case of Authorized dealer, copy of valid dealership certificate issued by the original manufacturer should be submitted along with the bid. For OEM, Copy of Certificate of Incorporation/Registration Certificate issued by Competent Authority has to be submitted.

1.5 **Financial Criteria**: Average Annual Financial turnover of the bidder during the last three financial years ending 31.03.2026 (viz. 2023-24, 2024-25 and 2025-26) should be at least **Rs. 6 Lakhs**. Annual Accounts for last three financial years (viz. 2023-24, 2024-25 and 2025-26) duly certified by a practicing Chartered Accountant and a statement showing the Average Annual Financial Turnover during the above three financial years duly certified by a practicing Chartered Accountant should be submitted along with the bid.

2. **EMD: Rs. 38,400/- (Including GST)** has to be remitted in the form of Account Payee Demand Draft of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Authority/ Insurance Surety Bonds/Banker's Cheque/ Bank Guarantee from any of the Commercial Banks /payment online in an acceptable form/Fixed Deposit Receipt from any of the commercial banks.

2.1 As per GFR -2017- Clause No- 170, EMD exemption shall be applicable to Micro and Small Enterprises (MSE) as defined as MSE Procurement Policy and relevant registration certificates should be uploaded along with the Bid.

2.2 In **lieu of Bid Security/EMD, Bid Security Declaration (Annexure –11) shall be furnished by the eligible bidders along with their bid as per the format enclosed. Otherwise, the bids shall be rejected.**

2.3 The Earnest Money Deposit of unsuccessful tenderers will be refunded without interest as early as possible on award of contract to the successful tenderer. The EMD of successful tenderer will be refunded on submission of Security Deposit as per clause No.21 and executing agreement as per clause No. 22 of this tender document.

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

2.5 The EMD shall be forfeited under following circumstances:

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

(b) Failing to furnish Security Deposit within the stipulated time, upon award of contract or failing to enter into an agreement with Cochin Port Authority as required in the tender within the stipulated time or within such extended time granted by Cochin Port Authority, the tender shall be liable to be cancelled and EMD shall be forfeited. In the event of forfeiting of EMD/LD/SD and while imposing penalty, GST shall be collected

(c) The bidder shall be disqualified duly forfeiting EMD (if applicable) and may be debarred for a period of two (2) years from participating for tenders at Cochin Port Authority duly informing the MSME authorities if applicable, if

I. The Bidder withdraws the Bid after Bid opening during the period of Bid Validity
II. The successful Bidder fails within the specified time limit to:
   a. Sign the Agreement AND / OR furnish the required Performance security.
   b. Fail to commence the work on the specified date as per LOA/Work order.
   c. If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
   d. If any information or representation submitted by Bidder is found to be false or incorrect.
   e. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.6 **Bank Details of Cochin Port Authority are given below:**

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

The original document of EMD shall reach the office of Sr. Dy. Materials Manager, CoPA within 3 days of opening of the Tender (**Copy of original instrument shall be uploaded along with the bid, failing which the bid will be rejected**.) failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be uploaded along with the Bid. Cochin Port Authority will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned above. If EMD amount has not reflected in the Bank account of Cochin Port Authority, the bid will be rejected

.

3. **Make In India Policy**: The Bidder shall comply with all applicable laws including the guidelines issued in the Public Procurement (Preference to Make in India) Notification vide No.P-45021/2/2017-B.E.-II dated 15.06.2017 and modified vide notification No.P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 to provide for purchase preference including any amendments or modifications to the same from time to time. Make In India (MII) declaration as per Annexure-13 shall be submitted along with the Bid
4. **Authority In Signing Tender Documents (Power of Attorney):** Notarized Power of Attorney in favour of person authorized to sign the tender document and execution of agreement should be submitted on Rs.100/- non-judicial stamp paper along with the bid as per the format attached as Annexure -12.

5.1 If the Tender is made by an individual /proprietary firm, it shall be signed by his full name and his address shall be given.

5.2 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm.

5.3 In case of a Company, 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. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company

5.4 CoPA will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

5. **Pre – Bid**: Pre bid queries if any should reach this office through e-mail/GeM Portal before one day prior to the date stipulated for Pre bid meeting in the GeM Bid Document.
6. **Validity of Tender**: The tender shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same. The Cochin Port Authority may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made through GeM Portal. However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender
7. **One Bid Per Bidder**: The bidder shall be a single entity only. Joint Venture is not permitted to participate in this tender. Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid shall be disqualified.
8. **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Authority, for any reason, whether at his own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment. The amendment in the form of addendum will be published in GeM Portal. Any amendments issued will be hosted in the GeM Portal at least 5 days prior to the dates specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any, shall be binding on the tenderer. The Cochin Port Authority may at their discretion extend deadline for the submission of tenders to enable prospective tenderer to take the amendment into account while preparing the tender
9. The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender
10. The tenderer should not submit their offer with any **conditions / counter conditions** anywhere in the tender document. **The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.**
11. **Opening of Tenders:** Techno-commercial Bid will be opened at date and time stipulated in the GeM Bid Document
12. Price Bid of those tenderers who are found qualified after evaluation of techno-commercial bid will be opened through GeM Portal.
13. To assist in the examination, evaluation and comparison of tenders, Cochin Port Authority may ask tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent throughGeM Portal/e-mail, but no change in price or substance of the tender shall be sought, offered or permitted.
14. **Determination of Responsiveness:** The tender which does not satisfy the pre-qualification criteria (MQC) shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. A tender that is seriously unbalanced in relation to the cost estimate of the Port may be rejected as non-responsive.
15. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection

16. **Evaluation and comparison of tenders**: Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding
17. **Acceptance of Tender**: Cochin Port Authority does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever
18. **Language of the tender**: The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Authority shall be in **English language**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.
19. **The Buyer added Specifications and Conditions will override the GeM Technical Specifications and Conditions** wherever they differ.

20. **List of Mandatory documents to be furnished along with the tender to prove the Minimum Eligibility Criteria (Non submission shall result in disqualification):-**

21.1 EMD amount mentioned at Sl. No. II - 2 for Non MSME firms. The original document of EMD shall reach the office of Sr. Dy. Materials Manager, CoPA within 3 days of opening of the Tender (Scanned Copy of original instrument shall be uploaded along with the bid).

21.2 For MSME firms :

a. **If MSME status is Micro/small for 3 years then firms shall submit their MSME status for 3 years.**
b. **If MSME status is Medium, firms shall submit MSME status for 6 years.**
c. **In lieu of Bid Security/EMD, Bid Security Declaration (Annexure –11) shall be furnished by the eligible bidders along with their bids as per the format enclosed**

21.3 Annual Financial Turnover during the last three financial years ending 31-03-2025 (viz. 2022-23, 2023-24, & 2024-25) should be furnished as per Annexure – 3 duly certified by Chartered Accountant with their UDIN (Unique Document Identification Number) with QR code if available shall be uploaded along with the bid.

21.4 Audited Annual Balance sheet including Profit & Loss Account Statements for the above period.

21.5 Copy of Supply Orders/Purchase Orders and proof of supply issued by the Client in support of executed contracts as proof clearly mentioning the work/supply order value for work executed certified by a Chartered Accountant. Details of such contracts shall be furnished as per Annexure-5.

21.6 Notarized Power of Attorney as per Sl.No.4 if applicable shall be submitted in a revenue stamp duty paper of value not less than Rs.100/- as per format in Annexure – 12

III. GENERAL CONDITIONS OF CONTRACT

1. Definitions: In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
2. "Employer/Cochin Port Authority/CoPA" means Board of Trustees of Cochin Port Authority, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Sr. Dy. Materials Manager or any other officers so nominated by the Board.
3. "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Authority and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
4. "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, Schedules, Annexure etc., any amendments thereto, Tender, Letter of Acceptance and the Contract Agreement.
5. "Contract Price" means the total sum of money to be paid by the Cochin Port Authority to the supplier on timely completion of the contract, including payment for additional quantity of material (if any), as per agreed terms and conditions of Contract, including taxes and duties to be paid to State or Central Government.
6. "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Cochin Port Authority.
7. The "Drawings" shall mean the drawing(s), issued along with the tender document, drawing(s) submitted by the supplier along with his tender duly signed by him and approved by the Senior Deputy Materials Manger, all other drawings furnished by the suppliers or by the Senior Deputy Materials Manger in accordance with the contract conditions.
8. "Trials" and "Tests" shall mean such trials and tests as are provided for in the conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'Cochin Port Authority'.
9. "Approved" or "Approval" shall mean approval in writing.
10. "Month" shall mean English Calendar Month.
11. "Day" shall mean English Calendar Day.
12. "Completion" means the fulfilment of the supply of Equipment/materials/material and related services by the supplier in accordance with the terms and conditions set forth in the contract.
13. "Tender" means the offer of the contractor along with all other relevant documents as referred to in the contract.
14. The specification given is only intended to cover the principal requirements and is not to be taken as complete in details. The equipment/material should be complete in all respect as per Port's requirements and to be commissioned/supplied to the entire satisfaction of the Engineer –In - Charge or his authorised Officers of Cochin Port Authority.
15. The quoted price shall be inclusive of all taxes and duties. The offer shall also include other charges such as packing, forwarding, freight, transit insurance etc. for delivery, commissioning and handing over of the items to Cochin Port Authority. Any statutory variation in the rate of taxes / duties from the date of supply order but within the stipulated time of delivery shall be paid / deducted as the case may be to the supplier subject to

production of documentary evidence. Statements such as "all taxes and duties applicable will be extra" should be avoided. Cochin Port Authority does not have any concessional forms, such as 'C' and 'D' forms. The rates quoted should be firm without any price variation clauses. All information required to arrive at the cost of equipment/material, ready to hand over at Cochin Port Authority should be included in the offer.

16. Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Authority under any circumstances.
17. Supplier to inform himself fully: The supplier shall be deemed to have carefully examined the general conditions of contract, technical specifications, and form of tender and informed himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of supply and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
18. The supplier shall ensure the coverage of **Transit insurance** while raising the RR/LR etc. Materials brought by the supplier to Cochin Port Authority shall be insured at his own cost and the Port will no way be responsible for the loss / damages to the materials in connection with supply, assembling, commissioning, testing, guarantee repairs etc
19. **Award of Contract**: The Cochin Port Authority shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the lowest evaluated tender. Cochin Port Authority reserves the right to accept the tender in part or to accept tender of different tenderers for each line item of the price schedule.
20. **Notification of Award**: Prior to expiry of tender validity or extended validity, the Cochin Port Authority shall place Purchase Order. Until a formal contract is prepared and executed, the notification of award and form of tender shall constitute a binding contract.
21. **Security Deposit:** The successful bidder is required to submit Security Deposit within **21 Days** from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms: (i) Account Payee Demand Draft from a Commercial Bank in favor of FA & CAO, Cochin Port Authority (ii) An irrevocable and unconditional Bank Guarantee on a **stamp paper of value Rs.200/-** from a Commercial Bank as per the format enclosed as **Annexure- 8** of the bid or (iii) On- line payment to the Bank Account of Cochin Port Authority indicated in **Clause No. II (2.6)** of Bid Document (iv) Insurance Surety Bonds (v) Banker's Cheque and (vi) Fixed Deposit Receipt from any of the commercial banks. The value of Security Deposit shall be equivalent to 10% of the total contract value. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand. In the event of the bidder, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the wilful breach of the contract, the cost and consequence of which shall be to the sole account of the bidder and upon such an event the Board shall have full right to claim damages. The Security Deposit paid by the successful contractor will be refunded after satisfactory completion of the contract period (guarantee period) subject to the obtaining of No Objection Certificate (NOC) from Engineer-In- Charge.
22. **Contract Agreement**: The successful tenderer will be required to execute an agreement at his expense on **non-judicial Kerala Stamp Paper** worth Rs.**200**/- (Rupees Two Hundred only) in the format attached as Annexure -9for the due and proper fulfilment of the contract, within 30 days from the date of issue of purchase order. Pending preparation and execution of the

contract agreement as above, the tender submitted by the supplier together with Purchase Order/Letter of Intent issued by Senior Deputy Materials Manger accepting the tender shall constitute a binding contract between Cochin Port Authority and the Supplier.

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

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

24.1 If the contractor fails to deliver the items/work or any part thereof within the period fixed for such delivery or as extended to the maximum of 20 weeks, or at any time repudiates the contract before the expiry of the contract, the Cochin Port Authority may without prejudice to its own rights, either cancel the contract or a portion thereof and have the supply completed without further notice, at the contractor's risk and expenses, as Cochin Port Authority may deem best suited to the interest of the Board. In such case the contractor shall have no claim to compensation for any loss that he may incur in any way and shall not be entitled to any gain on repurchase made against default. He shall be liable for any loss that the Board may sustain on this account

24.2 Extension of time: If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the goods or completion of related services, the contractor shall promptly notify the Cochin Port Authority in writing of the delay, it's likely duration and its cause. As soon as practicable after receipt of the contractor's notice, the Cochin Port Authority shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the exertion shall be ratified by the parties by amendment of the contract.

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

25. **Force Majeure:** Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given by Fax/e-mail addressed to the other party within 10 working days of its occurrence. This Fax/e-mail shall be confirmed by letter dispatched within 4 weeks along with a certificate from the relevant Chamber of Commerce, confirming the existence of the circumstance of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before

contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), Cochin Port Authority may cancel the contract, subject to the consent of the Supplier, at no charge to Cochin Port Authority.

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

27. **Warranty:** The 3 - Seater Visitors Chairs shall be guaranteed for a period of **12 months** from the date of supply and acceptance at site to the entire satisfaction of the Engineer-In-Charge. In the event of any manufacturing defect during the warranty period, the supplier shall replace the defective items free of cost to Cochin Port Authority. The cost of all replacement of such materials, including freight, insurance, clearance, customs duty, tax, delivery charges etc. shall be borne by the supplier. On replacement of the spares the system should be made operational up to Operating system level by the OEM/Supplier. If the supplier does not respond to warranty claim within seven days of intimation of defect, the warranty period of the same shall be extended beyond the normal period by such period, not exceeding the period of idleness, as the Sr. Dy. Materials Manager of the Cochin Port Authority will decide.

28. **Alterations and Additions:** Should any alterations or additions to the supply as specified in the said specifications not involving extra cost to the supplier be considered necessary or expedient by either party and be mutually agreed or in writing, the supplier shall execute the same without any charge beyond the contract price. But if the Port desires any alterations or additions involving extra cost to the Supplier, the Supplier before executing the same, arrive at a mutual agreement regarding the cost and time for such alterations and additions.

29. **Rejections and Replacements:** All equipment/material and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Cochin Port Authority. Any portion of equipment/material or any of the works done under this contract which may be considered to be defective or unsatisfactory or not in accordance with the said specifications shall be rejected by Cochin Port Authority and shall be replaced to the satisfaction of Cochin Port Authority at the sole expense of the Supplier.

30. **Royalties on Patented Articles:** The supplier shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected article on design which shall be used by him in or about the construction of the system and shall at all times indemnify the Board and its officers and agents from all actions, suits, demands and claims, in respect of the said royalties and other sums of money, charges, damages and expenses in any way arising there out or incidental thereto. In other words all intellectual property rights and laws shall be honoured and all liabilities there under including all expenses incidental thereto shall be met by the Supplier who shall be wholly responsible for the same, and the Board of Trustees of Cochin Port Authority not be liable and responsible in any manner.

31. **Indemnify against Accident and Damage**: The Supplier shall be held liable and responsible for all accidents or damages to the equipment/material during supply, installation and commissioning from whatsoever cause arising, and chargeable for anything that may be lost, stolen, damaged, removed or destroyed at any time till the equipment/material is accepted by the Cochin Port Authority. The Supplier shall also be held responsible and guaranteed to make good any damage to or defects in the said equipment/material or any portion thereof due to materials, workmanship or design which appear or become known before the expiry of the guarantee period notwithstanding that such damage / defect might not have been discovered during the tests or trials or that payment may wholly or partially have been made or that the equipment/material have been approved earlier as properly completed. Such approval by Cochin Port Authority shall not affect or

prejudice the right of the Board of Trustees of Cochin Port Authority against the supplier or be considered conclusive as to the sufficiency of such equipment/material.

32. **Quality of materials and workmanship**: All the equipment/materials, components, accessories etc. used shall be brand new and readily available. All items offered shall be as per approved quality and standards. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at site. The supplier shall supply the equipment/material according to the true intent and meaning of the specifications of the contract and complete the same to the entire satisfaction of the Cochin Port Authority.
33. **Responsibility for completeness:** Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary for the equipment/material, are to be provided by the supplier without extra charge and the equipment/material must be complete in all details.
34. **Work on Sundays and Holidays:** No delivery of equipment/materials shall be carried out on Sundays and other holidays and beyond working hours on working days without the sanction in writing of the officer concerned. The working hours of the Port Authority are from 8:00 AM to 4:00 PM on all week days with half an hour interval between 12 Noon and 12.30 PM.
35. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Cochin Port Authority, without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
36. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Supplier to the Senior Deputy Materials Manager for his information.
37. Governing Law: The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in special conditions of contract.
38. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
39. **Termination:** The Contract shall be terminated under following circumstances:

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

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

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

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

    38.5 Termination for Insolvency: The Cochin Port Authority may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Cochin Port Authority.

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

40. Income **Tax Deduction**: Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.

41. **TDS under GST Law**: As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.
42. Cochin Port Authority's Lien: Cochin Port Authority shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Authority to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the Cochin Port Authority and the Contactor.
43. All statutory approvals are in the contractor's scope.
44. **Settlement of Disputes & Arbitration:** 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:-

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

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

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

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

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

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

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

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

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

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

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

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

44.10 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.

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

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

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

45. **Conciliation and Settlement Committee (CSC)**

In the event of any dispute or differences between the Port Authorities and the Contractor, which could not be resolved amicably by mutual consultations / Arbitration, then the Chairman of Cochin Port Authority may refer such unresolved disputes or differences to the Conciliation and Settlement Committee comprising of independent subject experts,

constituted by the IPA and adopted by the Board of Major Port Authority for Cochin Port in its meeting dated 02.03.2022, to enable speedy disposal of pending / new cases.

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

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

IV. SPECIAL CONDITIONS

1. Bidders should mention the Manufacturer's Brand Name and Model Name of the quoted 3 - Seater Visitors Chairs in the bid.
2. **Warranty:** For a period of **12 months** from the date of receipt and acceptance of materials at Cochin Port Authority and warranty certificate should be submitted along with the invoice.
3. Detailed **Technical Specification/Brochure (having image of quoted model)** of the offered **3 - Seater Visitors Chairs** should be uploaded along with the bid document
4. Bidders should submit **Technical Compliance Data Sheet duly filled, signed and sealed** along with the bid, attached as **Annexure - 1**
5. Offers not as per the specifications contained in the Specification Document will be left out of consideration
6. Bidder should upload **signed and sealed GeM Bid Document and Specifications and Conditions Document** along with the bid as a token of acceptance of specifications and conditions of the bid
7. Non-Blacklisting/Non- Suspension Declaration should be submitted along with the bid.
8. Delivery Period: The items as per the GeM Bid technical specification shall be successfully supplied to Cochin Port Authority by the supplier within **45 days** from the date of receipt of supply order.
9. The Executive Engineer (Civil) Cochin Port Authority shall be the Engineer in charge for this procurement
10. Payment terms: 100% payment shall be made only after satisfactory supply of the materials at site to the entire satisfaction of the Engineer - in - charge.
11. Terms of delivery: F.O.R. at Site, Divisional stores, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State
12. Consignee: Asst. Engineer (M), Materials Management Division, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State, Contact No: 0484 2582467/70/71/72/74. Mob. 9847381186 – email – sdmm@cochinport.gov.in, sunilkumar@cochinport.gov.in
13. Invoice should be addressed to: Sr. Dy. Materials Manager, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State. Email – sdmm@cochinport.gov.in
14. Price quoted should be for the Supply of all items as per the technical specification at Cochin Port Authority. The rate quoted should be inclusive of all the charges for delivery at Cochin Port Authority. The applicable GST should be shown separately in the invoice. Terms like 'payable at actual', 'Extra as applicable' etc: should not be included in the offer.
15. Unloading of the items at site shall be arranged by Cochin Port Authority. No additional payment other than the quoted rates shall be paid.

V. SCOPE OF SUPPLY AND TECHNICAL SPECIFICATION

Tenders are invited through Government e-Marketing Place (GeM Portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid] for the **Supply of 150 Nos. 3-Seater Visitors Chairs for use at Cruise Terminal** of Cochin Port Authority, Willingdon Island, Kochi, Kerala as per specification and conditions given below:

1. TECHNICAL SPECIFICATION: Supply of 150 Nos. 3-Seater Visitors Chairs

Sl.No.	Description	Specifications
1	Dimensions	1720(L) x 630(D) x 815(H) mm (Minimum)
2	Depth of Seat	400 mm (Minimum)
3	Width of Seat	505 mm (Minimum)
4	Thickness of Seat:	24 mm (Minimum)
5	Floor to Seat Height	415 mm (Minimum)
6	Type	3- Seater Visitors Chairs suitable for offices, reception areas and public waiting halls.
7	Frame	High intensity Extruded Aluminium frame with powder-coated finish, designed to provide adequate strength, stability and durability for continuous institutional use. The frame and supporting structure shall have a minimum rated load capacity of 360 kg equivalent to 120 kg per seating position without permanent deformation, instability or structural failure. Aluminium frame shall have corrosion resistant, good quality surface finish.
8	Beam	High-intensity hexagonal aluminium tube for superior load-bearing capacity and stability
9	Leg Base	Precision die-cast aluminium alloy, polished and powder-coated for durability
10	Seat and back Rest	Ergonomically designed seat and back rest with high density, fire-retardant polyurethane (PU) foam for comfortable seating with embedded aluminium frame for enhanced durability. The PU foam shall have a minimum density of 40kg/m^3 for the back rest or higher.
11	Upholstery	Durable, easy to maintain upholstery suitable for regular office and public use. Upholstery shall not show tearing, seam failure or excessive wear during inspection and shall be colourfast for normal indoor use.
12	Seating Arrangement	Three individual seating positions integrated into a common supporting structure.
13	Armrests	Polished die-cast aluminium alloy with powder coating. Individual armrests with smooth finish and no sharp edges.
14	Stability	The chair shall be rigid, stable and free from rocking, sharp edges or manufacturing defects. When placed on a level surface and subjected to the specified rated load, all four or more supporting contact points shall remain stable, with no tipping, excessive deflection or permanent deformation.
15	Workmanship	All joints, fasteners and components shall be securely fitted. The chair shall be supplied in complete ready -to – use condition. No loose, missing, damaged or improperly finished component shall be accepted.
16	Certification	Tested as per BIFMA
17	Warranty	12 Months from the date of acceptance of items at site.

Annexure -1

Technical Compliance Data Sheet

Name of Firm: M/s.…….
GeM - Bid No……Dated……
Make Quoted …….
Model Quoted …….

Sl. No.	Item Description	Specifications	Complied/Not Complied	Remarks
	Dimensions	1720(L) x 630(D) x 815(H) mm (Minimum)		
	Depth of Seat	400 mm (Minimum)		
	Width of Seat	505 mm (Minimum)		
	Thickness of Seat:	24 mm (Minimum)		
	Floor to Seat Height	415 mm (Minimum)		
	Type	3- Seater Visitors Chair suitable for offices, reception areas and public waiting halls.		
	Frame	High intensity Extruded Aluminium frame with powder-coated finish, designed to provide adequate strength, stability and durability for continuous institutional use. The frame and supporting structure shall have a minimum rated load capacity of 360 kg equivalent to 120 kg per seating position without permanent deformation, instability or structural failure. Aluminium frame shall have corrosion resistant, good quality surface finish.		
	Beam	High-intensity hexagonal aluminium tube for superior load-bearing capacity and stability		
	Leg Base	Precision die-cast aluminium alloy, polished and powder-coated for durability		
	Seat and back Rest	Ergonomically designed seat and back rest with high density, fire-retardant polyurethane (PU) foam for comfortable seating with embedded aluminium frame for enhanced durability. The PU foam shall have a minimum density of 40kg/m^3 for the back rest or higher		
	Upholstery	Durable, easy to maintain upholstery suitable for regular office and public		

		use. Upholstery shall not show tearing, seam failure or excessive wear during inspection and shall be colourfast for normal indoor use.		
	Seating Arrangement	Three individual seating positions integrated into a common supporting structure.		
	Armrests	Polished die-cast aluminium alloy with powder coating. Individual armrests with smooth finish and no sharp edges.		
	Stability	The chair shall be rigid, stable and free from rocking, sharp edges or manufacturing defects. When placed on a level surface and subjected to the specified rated load, all four or more supporting contact points shall remain stable, with no tipping, excessive deflection or permanent deformation.		
	Workmanship	All joints, fasteners and components shall be securely fitted. The chair shall be supplied in complete ready -to – use condition. No loose, missing, damaged or improperly finished component shall be accepted.		
	Certification	Tested as per BIFMA Standards		
	Warranty	12 Months from the date of acceptance of items at site.		
	Colour of Seat and Back Rest	All visitors Chairs, seat and backrest should be the same colour, bidders should mention the colour of the quoted Three – Seater Visitors Chairs in the bid		……Colour

Date. Signature with Seal

Annexure -2

LIST OF DOCUMENTS TO BE SUBMITTED ON LINE

Clause No.	Description of Documents	Details of Submitted Document
II-1.2	Copy of Purchase Order to prove MQC	
II-1.3	Copy of Completion certificate/ Consignees Receipt and Acceptance Certificate (CRAC)/Copy of Invoice	
II-1.4	Copy of Dealership Certificate from OEM/ Certificate of Incorporation/Registration Certificate for OEM	
II-1.5	Copies of Financial Documents for the FY- 2023-24 2024-25 and 2025-26	
II-2	EMD in the form of instruments specified in the Bid Document	
II-2.1	Copy of MSME/Relevant registration certificates	
II-2.2- Annexure -11	Bid Security Declaration In lieu of Bid Security/EMD for eligible bidders	
II-3 – Annexure -13	Make In India Certificate	
II-4 - Annexure - 12	Notarized Power of Attorney	
IV-3	Product brochure/catalogue/Technical Specifications	
IV-4- Annexure-1	Technical Compliance Data Sheet duly filled, signed and sealed by the authorized person -	
IV-6	Bid Document and Specifications and Conditions Document signed and sealed by the authorized person	
IV-7	Non-Blacklisting/Non- Suspension Declaration	
Annexure -3	Details Of Financial Stability	
Annexure -4	Structure Of Organization	
Annexure -5	Details Of Experience	
Annexure -6	Undertaking That No Changes Have Been Made In The Tender Document Downloaded	
Annexure -7	Undertaking That Price Bid Does Not Contain Any Conditions	
Annexure -10	No Claim Certificate	

Signature of Tenderer with date and seal

Annexure -3

DETAILS OF FINANCIAL STABILITY

FINANCIAL TURNOVER OF THE TENDERER DURING THE LAST THREE YEARS ENDING ON 31-03-2026

Sl. No.	Year	Turn Over
1.	2023-2024	
2.	2024-2025	
3.	2025-2026	

7.1. BANK DETAILS

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

Signature
Certified by Chartered Accountant
With UDIN (Unique Document Identification Number) (Authorized Signatory)
(While certification with QR code if available)

Signature of Tenderer with date and seal

Annexure -4

STRUCTURE OF ORGANISATION

NAME OF TENDERER :
POSTAL ADDRESS :

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

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

NAMES OF DIRECTORS :

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

AUTHORITY OF AUTHORISED SIGNATORY :

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

Signature of Tenderer with date and seal

Annexure -5

DETAILS OF EXPERIENCE

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

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

Signature
Certified by Chartered Accountant
With UDIN (Unique Document Identification Number) (Authorized Signatory)
(While certification with QR code if available)

Signature of Tenderer with date and seal

Annexure 6

UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED

To

The Senior Deputy Materials Manger,
Cochin Port Authority,
Cochin 682009.
Kerala, India.

Dear Sir,

We……
……
……do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the GeM Bid No: .....

Yours faithfully,

Signature

Name & Designation

Annexure -7

UNDERTAKING THAT PRICE BID DOES NOT CONTAIN ANY CONDITIONS

To

The Senior Deputy Materials Manger,
Cochin Port Authority,
Cochin 682009.
Kerala, India.

Dear Sir,

We…… ……..... do hereby confirm that Price Bid of the tender submitted by us for the GeM Bid No: .....does not contain any condition.

Yours faithfully,

Signature
Name & Designation

Annexure -8

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(TO BE EXECUTED ON STAMP PAPER WORTH RS.200/-)

GUARANTEE BOND NO.

In consideration of the Board of Major Port Authority for Cochin Port (hereafter called the "Cochin Port Authority" which expression shall include their successors and assignees) having accepted the bid No……. dated …….submitted by M/s…(name & address of supplier)….(hereinafter called " the said bid") for ……(name of work)….. as per the Sr. Dy. Materials Manager, Cochin Port Authority's Purchase Order No: ---------- dated …… and having agreed to exempt M/s…..... .....(name & address of supplier)……..... (hereinafter called as the "Supplier (s)" which expression shall include their successors and assignees) from the demand under the terms and conditions of the said bid and the agreement to be executed between the Port Authority and the said supplier and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called " the said agreement") of Security Deposit for the due fulfilment by the said supplier(s) of the terms and conditions contained in the said bid and Agreement, on production of a Bank Guarantee for Rs. …….....(Rupees ……..... only).

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

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

We,……. Bank Ltd., undertake to pay to the Cochin Port Authority any money so demanded not withstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

We …….. Bank ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Cochin Port Authority under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer – in – charge on behalf of the Cochin Port Authority certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier(s) and accordingly discharges this guarantee.

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

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

We,……. Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Cochin Port Authority in writing.

This guarantee shall be valid up to ……. unless extended on demand by Cochin Port Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.……(Rupees…… …… …… …… ……. ……only) and unless in claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

SIGNATURE

Dated the ……day of……
for …….. Bank Ltd.

ANNEXURE 9

AGREEMENT NO..... OF 2026

(TO BE EXECUTED ON KERALA STAMP PAPER WORTH RS.200/-)

This agreement is made at Cochin on this the---------- (date) day of ----------(month), Two Thousand Twenty Three between M/s. represented ---------- aged ---------- years, son of Sri. ---------- residing at ---------- (House name and No.) ---------- District ---------- State ---------- (hereinafter referred to as "The Supplier" which expression shall include their successors, assignees and administrators) of the one part AND the Board of Major Port Authority for Cochin Port constituted under the Major Port Authorities Act, 2021 represented by the Chief Mechanical Engineer (hereinafter referred to as "The Employer" which expression shall include their successors, assignees and administrators in the office) of the other part

Whereas the "Employer" had called for the Bids for supply .....through GeM portalvide Bid Number: ……..and the supplier have submitted a bid for the same giving the rates subject to the terms and conditions etc. And whereas the said bid of the supplier has been accepted by the employer and a GeM Contract No:……..dated: …….has been issued to the supplier accepting their bid subject to GeM Bid Document Conditions and such other Contract Documents. And as per one of the terms of the above Contract, an agreement has to be executed between the supplier and the employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

1. The supplier hereby agrees to supply .....as described in the GeM Bid Document at the rates shown there under subject to GeM Bid Document all hereunto annexed within **45 days** from the date of receipt of Contract/Purchase Order or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The supplier has furnished Security Deposit through..... in lieu of Security Deposit for the due and proper fulfilment of the contract. The supplier further agrees that the aforesaid Security Deposit will be kept valid until sixty days beyond the expiry of the Guarantee Period. The supplier also agrees that the amount remitted in lieu of Security Deposit for the due and proper fulfilment of the contract will be suitably enhanced so as to cover 10% of cost of any additional items/works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the supplier's bills.

.

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

1.
2.
3.

The Conditions given in the Contract/Purchase Order dated : ……. shall over-ride the GeM Bid terms and conditions given in the Bid document, wherever they differ. Any of the counter terms

and conditions of the supplier shall not be taken as terms and conditions of this contract/agreement unless Cochin Port in writing specifically agree to it.

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

Signed sealed and delivered

By
..... SUPPLIER
M/s.

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered by EMPLOYER

.

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

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

1)

2)

ANNEXURE 10

NO CLAIM CERTIFICATE

(To be submitted by the supplier)

To,

Cochin Port Authority
Willingdon Island
Cochin682009

Dear Sir,

I/We do hereby declare that I/We received full and final payment from Cochin Port Authority for the supply of Items as per the purchase order mentioned below.

Purchase Order No. Dated:

Agreement No. Dated:

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

Yours faithfully,

(Signature of Supplier)

Date

Name of Supplier

Address

ANNEXURE 11

FORMAT OF DECLARATION IN-LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder's Letter Head)

I/We ……..(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for …….(Insert Title of the Tender) (Tender No…….), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Authority, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.

b) If after the award of work, I/We fail to furnish the required Performance Security/ Security Deposit or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

ANNEXURE 12

FORMAT OF POWER OF ATTORNEY (in original)

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

POWER OF ATTORNEY IN FAVOUR OF ---------- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ----------(name of the Co.) to Shri -- ---------- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ---------- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of "**Supply of 3 Seater Chairs** Or any other works incidental to such works

b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.

c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ---------- (name & designation of the Attorney), on this _____ day of _____, 20____ (Two thousand _____).

WHEREAS, even though this sub-delegation is signed on this _____ day of _____ 20_____ (Two thousand _____), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this _____ day of _____ 20_____ (Two thousand _____) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED BY IN FAVOUR OF

1.SIGNATURE SIGNATURE

(Name of authorized person to delegate powers) (Name & designation of Attorney)

2.SIGNATURE SIGNATURE

(Name of authorized person to delegate powers) (Name & designation of Attorney)

WITNESS:

SIGNED AND RECEIVED ON

Note: May add more signatories as required

ANNEXURE -13

Format for Self-Certification under Preference to "MAKE IN INDIA" Policy

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt.15.06.2017 and No.:P-45021/2/2017-PP(BE-II) dt.04.06.2020 as amended from time to time along with clarifications/ amendments and other references as issued from time to time, where by certify that we M/s---------- ---------- (supplier name) are supplier meeting the requirement of Minimum Local contentas per below declaration.
(Class-I Supplier (50%) or Class-II Supplier (20%) or Non-Local Supplier (Less than 20%)) as defined in above orders/ circulars/ clarifications/ amendments for the material against Tender No……..

Details of Location (Complete Address) at which local value addition will be made is as follows:

We have also read the clarification issued vide Circular No.: P45021/102/2019-BE-II-Part(1) (E-50310), Dtd.: 04.03.2021 and any other subsequent circular/ amendment/ order as issued by competent authority.

Total Value of local content addition/ manufacturing for offered material/ item(s)/ service is as per below declaration.
Accordingly, we declare to be (TickOne)

Class-I Supplier (50% or more local content)	
Class-II Supplier (20% to 50% local content)	
Non-Local Supplier (less than 20% local content)	

We also understand, false declaration swill be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
Note:-"Make in India" certificate must be in the letter head of OEM/ Manufacturers. Seal and Signature of Authorized Signatory

Seal and Signature of Authorized Signatory