

COCHIN PORT TRUST

**Chief Mechanical Engineer's Office
Cochin Port Trust, Willingdon Island,
Cochin – 682009, KERALA**

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E-mail: cme@cochinport.gov.in website: www.cochinport.gov.in



No. F1/T-08/TPIA-ELL Crane-ICG/2021-M

Date: 31.03.2021

**TENDER FOR “PROVIDING THIRD PARTY INSPECTION SERVICE FOR
THE INSPECTION OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY
FOR INDIAN COAST GUARD BERTH AT FORT COCHIN”**

SECTION - I NOTICE INVITING TENDERS

1. Cochin Port Trust propose to engage a reputed Third Party Inspection Agency (TPIA) by inviting competitive tenders for carrying out the inspection of the work of “Design, Supply, Transportation, Erection, Testing and Commissioning of 1 No Rail Mounted ELL Crane of 15 Ton capacity at Indian Coast Guard Berth at Fort Kochi”, on behalf of Cochin Port, as per the Scope of Inspection indicated in this document. The Equipments/items are under manufacture by the respective supplier based on the supply orders issued by Cochin Port Trust.
2. Accordingly Electronic Tenders (**e-tenders**) are invited by the Chief Mechanical Engineer, CoPT from the reputed Third Party Inspection Agencies within India under single stage two cover bidding procedure [Technical Bid and Financial bid], meeting the Minimum Qualifying Criteria specified hereunder for the service of “**PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY**” as per the Scope of Inspection and Terms & Conditions mentioned in this document.
3. The details regarding the tender are as below,

1	Tender No. & date	No. F1/T-08/TPIA-ELL Crane-ICG/2021-M dated 31/03/2021
2	Estimated Amount put to tender	Rs.33,55,724/- excluding GST (Rupees Thirty three lakh fifty five thousand seven hundred and twenty four only)
3	Cost of Tender document / Processing Fee (Exemption shall be given as per Clause 6(h) below)	INR. 3360/- (Rupees Three Thousand Three Hundred and Sixty only), including GST@12%, to be furnished through Account Payee Demand Draft/ Banker's Cheque drawn in favour of the “FA&CAO, Cochin Port Trust”, from any Nationalized / Scheduled Bank in India or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.
4	Earnest Money Deposit. (Exemption shall be given as per Clause 6(h) below)	No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter no:PD-24015/71/ 2020-PDVII (e-340929) dated 26/11/2020 and OM No:F.9/4/ 2020-PPD dated 12/11/2020 of Ministry of Finance, Dept. of Expenditure. In lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the format enclosed with the tender document. Otherwise the bids will be rejected.

5	Date on NIT is available in the website for downloading	10.00 hrs on 30/03/2021 to 21/04/2021 at 14.30 Hrs
6	Website details	www.cochinport.gov.in ; www.eprocure.gov.in and www.tenderwizard.com/copt
7	Queries if any to be sent through email	09/04/2021
8	Date and time of ON LINE pre bid meeting	09/04/2021 at 11.30hrs
9	Likely date of uploading the addendum / clarification if any	12/04/2021
10	Date of closing of online e tender for submission of technical bid and price bid	Up to 15.00 hrs on 21/04/2021
11	Date & time of opening of technical bid	At 15.30 hrs on 21/04/2021
12	Date & Time of opening of price bid	Will be informed at appropriate time to the Technically qualified bidders.

4. The tenders should be submitted under single stage two cover, e tender mode in accordance with the Instructions to Bidders (ITB), General Conditions of Contract, (GCC), Special Conditions,(SCC), Contract Data Sheet or Bid Data Sheet, detailed Scope of work etc, as enumerated in the tender documents.

5. Down loading of Tender Document.

a. It is mandatory for all the bidders to have at least class- III Digital Signature Certificate (in the name of the person who will sign in the bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link <http://www.cca.gov.in>) to participate in e-tendering of Cochin Port Trust. The existing bidders who have already in possession of Digital signature can use the same for this tender also.

b. The complete Bidding Documents & technical specifications are available at websites www.eprocure.gov.in, www.cochinport.gov.in and www.tenderwizard.com/CoPT: Interested bidders can download the Bidding Documents (available from 10.00 hrs on 30/03/2021 to 14.30 hrs on 20/04/2021)

c. Interested Bidders are required to download the Bidding Documents from e-Portal www.tenderwizard.com/CoPT for submission of bid.

6. Submission of Tender:

a. For submitting the e tender, the intending bidders are required to get registered their firm/ Consortium with e- tendering portal <http://www.tenderwizard.com/cpt> to have user ID and password which has to be obtained from the service provider M/s KEONICS, Bangalore by paying registration fee through online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore. (Contact number in Kerala – 9605557738)

b. The tender shall be submitted under Single Stage 2 cover Bidding Procedure and uploaded in the e-tender portal as detailed in the Instruction to Bidders (ITB) of the Tender Document. The valid MSE certificate/ Bid Security Declaration in the prescribed format and MQC documents shall be uploaded in the e-tender portal while submitting the bid. The firms who are not MSME, shall submit the originals of receipt for tender fee in sealed envelope to the Chief Mechanical Engineer's Office of Cochin Port Trust on or before 14.30 hours on 21/04/2021. Or else, the Bid will be rejected.

- c. The Price bid shall be submitted **ON LINE** only within the stipulated date and time of **15.00 hrs on 21/04/2021**.
- d. No manual submission of price bid is allowed. If the bidder submits the Price schedule through OFF LINE (Manual), the bid shall be summarily rejected.
- e. Bid Security Declaration in lieu of EMD/ MSME, tender document cost/processing fee and MQC documents, power of attorney and letter of submission shall be submitted online in the e-tender portal along with the technical bid on or before **15.00Hrs on 21/04/2021**, otherwise the tender will summarily be rejected.
- f. The tenderer is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the tenderer etc., if any, issued by the Employer, from the website before submission of the bid. Any shortfall in submissions of the said Addendums/ Amendments/Errata/Replies to the queries of the tenderer duly signed etc. along with the downloaded documents while submitting the bid will not be considered. Incomplete tenders will be rejected.
- g. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
- h. **Exemption from the payment of EMD and Cost of Tender document shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017.**
- i. **The bidder shall give an undertaking that no change have been made in the document in the format given in the annexure at the time of submission of the tender document.**
- j. **To avoid any discrepancy between the downloaded bid document and document uploaded by the department, the bidder shall have to sign all the pages of the Bid Document and shall upload it in the e-tender portal while submitting the Bid on line.**
- k. **As this project is for Indian Coast Guard purpose, the successful bidder shall execute a Non Disclosure Agreement as per the annexure on sharing of information of the project.**

7. ELIGIBILITY OF THE BIDDER:-

This tender is open to all firms including private company (ies), Government Owned Enterprises registered and incorporated in India as per Company Act, 1956/2013 and those bidders with whom business is not banned by the CoPT. The Bidder shall not indulge in the prohibited practices, directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. Any Bidders found to be indulging any of the above practices will be disqualified.

8. MINIMUM QUALIFYING CRITERIA.

The qualification will be based on meeting the minimum criteria regarding the bidder's experience, capabilities, and financial position, specified in the Qualification criteria. Any tender submitted without the necessary supporting documents is liable to be rejected. Subcontractors' technical experience and financial resources will also be considered while evaluating the Bidder's compliance with the qualifying criteria. Minimum qualifying criteria for the quoting firms is as follows:

Sl. No.	Requirement	Supporting documents
1	The bidding organization shall have well established Quality Management Division for providing Third Party Inspection services	Certificate of Competency to carry out Third Party Inspection
2	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct Access/ possession of the latest applicable international/ National standards applicable to the heavy duty cranes.	Organization chart of the company with CV of key personnel.
3	The bidder should have experience of carrying out Third Party Inspection during the last 7 years as on 31 st March 2020.	The work order and performance certificate shall be produced.
4	The Bidder should have a branch office in South India	Proof of Office Address shall be submitted.
5	The bidder should have average minimum turnover of Rs.10,06,700/- during the last 3 financial years ending March 2020	Audited Financial statement certified by the chartered accountant.

9. Financial Turnover

Average annual financial turnover should be at least **Rs.10,06,700/-** during the last three (3) years, ending 31st March 2020 [2017-'18, 2018-19, 2019-20] and proof of annual turnover duly certified by Chartered Accountant and audited financial statements for the last three years ending 2020 shall be submitted.

Explanatory Notes:

Note 1: 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.

Table 1.1

Year before	Multiplying factor
One year [2020]	1.07
Two years [2019]	1.14
Three years [2018]	1.21
Four years [2017]	1.28
Five years [2016]	1.35
Six years [2015]	1.42

Note 2: **Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.**

Note 3: Performance/ completion certificate from the client shall be submitted in support of the assignments/ works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. The completion certificate/ performance certificate shall contain the work order no, work order value, completed cost of work and completion date.

Note 4: A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover during the last three financial years and audited financial statements for the last three years ending 2019-20 shall be submitted.

10. Eventhough the tenderers meet the above qualifying criteria, they will be disqualified if they have:
 - (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/ or
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

11. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.

12. The cost of tender document / processing charge, once remitted, will not be refunded under any circumstances.

CHIEF MECHANICAL ENGINEER

COCHIN PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT
PROVIDING THIRD PARTY INSPECTION SERVICE FOR THE INSPECTION
OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY FOR
INDIAN COAST GUARD AT FORT KOCHI
Tender No. F1/T-08/TPIA-ELL Crane-ICG/2021-M

SECTION-II INSTRUCTION TO BIDDERS

1. Introduction

- a. This part, Instruction to Bidders (ITB), Section -2 of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and evaluation and on contract award. ITB Section -2 contains provisions that are to be used unchanged unless Special Condition of Contract, Section IV which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB and that are specific to each clauses, states otherwise. If there is a conflict between the provisions of ITB Section – 2 & Special Condition of Contract Section-IV, the provisions of Special Condition of Contract, shall prevail.
- b. However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section -III General Conditions of Contract and/or Section -IV : Special Conditions of Contract. Further in all matters arising out of the provisions of this Section –2, the laws of the Union of India shall be the governing laws and courts of Kerala State shall have exclusive jurisdiction.

2. General Instructions

- a. The proposed work comprises of rendering third party inspection services as per the scope of work mentioned in Section –V for Rail Mounted ELL crane of 15 ton capacity proposed to be constructed in the Indian Coast Guard Berth at Fort Cochin, approval of drawing, inspection of materials used for manufacture in different stages, factory testing, etc in accordance with the specifications as furnished in the subsequent sections. The objective of the inspection to get complete equipment and connected materials with all necessary parts, auxiliary items and safety devices whether specified herein or not which should form part of crane as deemed fit by OEM for operating the crane for intended purpose.
- b. The crane is intended for handling of Bulk Cargo/heavy Engines /machinery /spare parts from / to the vessels calling at Indian Coast Guard Berth at Fort Cochin”. The agency shall ensure that the equipment to be manufactured by the contractor shall be as described in the Bid document of main work and in particulars in the Technical specifications, Special Conditions, Schedule of Quantities and drawings and in general it includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.

- c. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location.
- d. The technical specification of main crane supply and erection work is enclosed as Section VI.
- e. It will be deemed that prior to the submission of tender, the bidder has examined the scope of work for the equipment for which third party inspection is required and 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, working conditions, ground level, nature of soil etc, and that the bidder has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the bidder. Failure to examine the tender document for the equipment and other documents will in no way relieve the successful bidder of any of the obligations in performing the service in accordance with this Bid Document including addendum/corrigendum, within the quoted price.
- f. 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. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.
- g. Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- h. EMPLOYER will not be liable for any financial obligation in connection with the service until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
- i. Telex/E-mail offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be recognized.
- j. Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- k. In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- l. While evaluating the document, regard would be paid to National security considerations, at the discretion of the Cochin Port Trust. Bid received from any bidder may be

summarily rejected on National security consideration without any intimation thereof to the bidder.

- m.** If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Mechanical Engineer, Cochin Port Trust, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder.
- n.** For inspection of equipment at manufacturer's works by third party inspection agency, necessary arrangements shall be made by the Crane manufacturer for such inspection at manufacturer's works. However the cost for making such visit shall be met by the third party inspection agency.
- o.** Any error in description, any omissions there from shall not vitiate the contract or release the contractors from the execution of whole or any part of the service comprised therein according to drawing and specifications or from any of his obligations under the contract.
- p.** All the Bank Guarantees (BGs) to be furnished by the contractors in connection with the tender shall be sent to the Chief Mechanical Engineer, Cochin Port Trust directly by the issuing bank under registered post with AD. The contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.
- q.** The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.
- r.** The contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme. 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 part/final bill of contractors.
- s.** The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

3. Eligibility of Bidder:

- a) This tender is open to all firms including company (ies), Government Owned Enterprises registered and incorporated in India as per Company Act, 1956/2013 including JVs, Proprietary concern. The Bidder shall not indulge in the prohibited practices, directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. Any Bidders found to be indulging any of the above practices will be disqualified. The eligibility for participating in the tender is limited to Indian companies only.
- b) The Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

They have a controlling partner in common,

They receive or have received any direct or indirect subsidy from any of them; or They have the same legal representative for purpose of this bid; or

They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, or The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

4. MINIMUM QUALIFYING CRITERIA.

The qualification will be based on meeting the minimum criteria regarding the bidder's experience, capabilities, and financial position, specified in the Qualification criteria. Any tender submitted without the necessary supporting documents is liable to be rejected. Subcontractors' technical experience and financial resources will also be considered while evaluating the Bidder's compliance with the qualifying criteria.. Minimum qualifying criteria for the quoting firms is as follows,

Sl. No.	Requirement	Supporting documents
1	The bidding organization shall have well established Quality Management Division for providing Third Party Inspection services	Certificate of Competency to carry out Third Party Inspection
2	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct Access/ possession of the latest applicable international/ National standards applicable to the heavy duty cranes.	Organization chart of the company with CV of key personnel.
3	The bidder should have experience of carrying out Third Party Inspection during the last 7 years as on 31 st March 2020.	The work order and performance certificate shall be produced.
4	The Bidder should have a branch office in South India	Proof of Office Address shall be submitted.
5	The bidder should have average minimum turnover of Rs.10,06,700/- during the last 3 financial years ending March 2020	Audited Financial statement certified by the chartered accountant.

5. Financial Turnover

Average annual financial turnover should be at least **Rs.10,06,700/-** during the last three (3) years, ending 31st March 2020 [2017-'18, 2018-19, 2019-20] and proof of annual turnover duly certified by Chartered Accountant and audited financial statements for the last three years ending 2020 shall be submitted.

Explanatory Notes:

Note 1: 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.

Table 1.1

Year before	Multiplying factor
One year [2020]	1.07
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Five years [2016]	1.35
Six years [2015]	1.42

Note 2: **Experience certificates of works executed in private sectors/ organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.**

Note 3: Performance/ completion certificate from the client shall be submitted in support of the assignments/ works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. The completion certificate/ performance certificate shall contain the work order no, work order value, completed cost of work and completion date.

Note 4: A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover during the last three financial years and audited financial statements for the last three years ending 2019-20 shall be submitted.

6. Eventhough the tenderers meet the above qualifying criteria, they will be disqualified if they have:

- (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/ or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

7. Pertinent information to the tender is given in the following tables:

- (i) Schedule of different activities till submission of the tender are detailed as under:

Table 1.2

	Particulars	Date and Time
	Tender e-publication date	31/03/2021
	Download period of tender documents	17.00 hrs. on 31/03/2021 to 14.30hrs.on 21/04/2021

Date & time of ONLINE pre-bid meeting	09/04/2021 11:30 hrs
Last date for seeking clarification	09/04/2021 17.00 hrs
Likely date for uploading the addendum/ clarification if any,	12/04/2021
Last date and time of submission of bid	21/04/2021at 15.00 hrs.
Date and time of opening the bid	21/04/2021at 15.30hrs.

(ii) Bid information:

Table 1.3

Estimated Amount put to tender	Rs.33,55,724/- excluding GST (Rupees Thirty three lakh fifty five thousand seven hundred and twenty four only)
Earnest Money Deposit. (Exemption shall be given as per Clause 9(b) below)	No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter no: PD-24015/71/2020-PDVII (e-340929) dated 26/11/2020 and OM No:F.9/4/2020-PPD dated 12/11/2020 of Ministry of Finance, Dept. of Expenditure. In lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the format enclosed with the tender document. Otherwise the bids will be rejected.
Cost of Tender document / Processing Fee (Exemption shall be given as per Clause 9(b) below)	INR. 3360/- (Rupees Three Thousand Three Hundred and Sixty only), including GST@12%, to be furnished through Account Payee Demand Draft/ Banker's Cheque drawn in favour of the "FA&CAO, Cochin Port Trust", from any Nationalized / Scheduled Bank in India or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.
Validity period of tender	120 days from the last date for receipt of tenders
Period of Contract	From the date of LOA till the commissioning of 15 Ton ELL crane at ICG berth at Fort Kochi

8. Down loading of Tender Document.

- a. It is mandatory for all the bidders to have at least class- III Digital Signature Certificate (in the name of the person who will sign in the bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link <http://www.cca.gov.in>) to participate in e- tendering of Cochin Port Trust. The existing bidders who have already in possession of Digital signature can use the same for this tender also.
- b. The complete Bidding Documents & technical specifications are available at websites www.eprocure.gov.in, www.cochinport.gov.in and www.tenderwizard.com/CoPT: Interested bidders can download the Bidding Documents (available from 10.00 hrs on 31/03/2021 to 14.30 hrs on 21/04/2021)
- c. Interested Bidders are required to download the Bidding Documents from e-Portal www.tenderwizard.com/CoPT for submission of bid.

9. Submission of Tender:

- a. For submitting the e tender, the intending bidders are required to get registered their firm/ Consortium with e- tendering portal <http://www.tenderwizard.com/cpt> to have user ID and password which has to be obtained from the service provider M/s KEONICS, Bangalore by paying registration fee through online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore. (**Contact number in Kerala – 9605557738**)
- b. The tender shall be submitted under Single Stage 2 cover Bidding Procedure and uploaded in the e-tender portal as detailed in the Instruction to Bidders (ITB) of the Tender Document. The valid MSE certificate, Bid Security Declaration in the prescribed format and MQC documents shall be uploaded in the e-tender portal while submitting the bid. The firms who are not MSME, shall submit the originals of receipt for tender fee in sealed envelope to the Chief Mechanical Engineer’s Office of Cochin Port Trust on or before 14.30 hours on 21/04/2021. Or else, the Bid will be rejected.
- c. The Price bid shall be submitted **ON LINE** only within the stipulated date and time of **15.00 hrs on 21/04/2021**.
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- e. Bid Security Declaration in lieu of EMD/ MSME, tender document cost/processing fee and MQC documents, power of attorney and letter of submission shall be submitted online in the e-tender portal along with the technical bid on or before **15.00Hrs on 21/04/2021**, otherwise the tender will summarily be rejected.
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- g. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
- h. **Exemption from the payment of EMD and Cost of Tender document shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017.**
- i. **The bidder shall give an undertaking that no change have been made in the document in the format given in the annexure at the time of submission of the tender document.**
- j. **To avoid any discrepancy between the downloaded bid document and document uploaded by the department, the bidder shall have to sign all the pages of the Bid Document and shall upload it in the e-tender portal while submitting the Bid on line.**
- k. **As this project is for Indian Coast Guard purpose, the successful bidder shall execute a Non Disclosure Agreement as per the annexure on sharing of information of the project.**

10. Cost of bidding:-

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

11. One Bid per Bidder:

Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

12. The Bidder

The Bidder shall be a single entity / Consortium.

13. Site visit:

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the site shall be at the Bidders' own expense.

14. Clarification of the Bidding Documents:

The bidders 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 Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them on the date notified in the tender notice. It is to be noted that no queries, clarifications will be answered after the pre-bid conference.

THE CHIEF MECHANICAL ENGINEER,
FIRST FLOOR, NEW ADMINISTRATIVE BUILDING,
COCHIN PORT TRUST, WILLINGDON ISLAND, KOCHI -9, KERALA.
Ph. No 04842666639, 04842582300, 2582305 Email: cme@cochinport.gov.in

15. Pre-Bid Meeting:

A pre-bid conference will be held ONLINE through VC, to answer clarifications, if any, on the bid document. This conference will be held on the date notified in the Notice Inviting Tender. Replies to the pre-bid clarifications will be published in e- tender portal as well as in Cochin Port Trust official website as Addendum/corrigendum. Any modification of the bid documents as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum/corrigendum.

16. Amendment of Bidding Documents:

The Chief Mechanical Engineer, Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addendum/corrigendum. Any addendum / corrigendum thus issued shall be part of the tender documents. The addendum/ corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such addendum/ corrigendum hosted in the website and submits the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and bid extension notice shall be hosted in the web site.

17. Preparation of bid:

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and Employer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

18. Documents comprising the bid:

The bidding shall be e-tendering basis. On due date of submission of bids, bids shall be submitted by the Bidder under “Single Stage – Single Bid Envelope” procedure of bidding. Under this procedure, the technical bid and price bid shall be submitted through e tender mode only. The hard copy of certificate to prove the MQC, along with originals of cash receipt / DD/ BG towards cost of tender document and EMD shall be submitted on sealed envelope directly to the Office of Chief Mechanical Engineer on or before the due date of tender submission. Price bid in form of Price schedule shall be uploaded by bidder on or before schedule date and time of submission of bids which will be locked temporarily.

The locked price bid shall be opened on notified date and time in presence of participating bidders who have qualified technically and commercially. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of on-line price bid bids.

19. The bid documents shall contain 2 parts viz (1)Techno- commercial bid and (2) Price bid.

- 1) The bidder shall submit the Techno- commercial part of the bids through **on line** and cost of tender Document /Tender processing fee shall be submitted as hard copy before the Bid Opening. The documents under techno commercial part (cover A) consisting of the following:
 - a. Power of Attorney as per Annexure 2: A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.
 - b. Cost of Tender document – **INR. 3360/-** (Rupees Three Thousand Three Hundred and Sixty only), including GST@12%, to be furnished through Account Payee Demand Draft/ Banker’s Cheque drawn in favour of the “FA&CAO, Cochin Port Trust”, from any Nationalized / Scheduled Bank in India or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects. The scanned copy shall be uploaded in e tender portal and original shall be submitted to the CME’s office before the due date and time for submission of bid.
 - c. Bid Security or EMD : No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter no:PD-24015/71/ 2020-PDVII (e-340929) dated 26/11/2020 and OM No:F.9/4/ 2020-PPD dated 12/11/2020 of Ministry of Finance, Dept. of Expenditure. In lieu of Bid Security/EMD, **Bid Security Declaration** shall be furnished as per the format enclosed with the tender document. Otherwise the bids will be rejected.
 - d. The **Bid Security Declaration** and cost of tender document shall be scanned and uploaded through ON LINE along with other documents which are necessary for bidder’s compliance of MQC. If Account Payee Demand Draft/ Banker’s Cheque drawn in favour of the “FA&CAO, Cochin Port Trust”, from any Nationalized / Scheduled Bank in India is taken in lieu of cost of tender document, the same shall be submitted, before the due date of tender submission, to the Office of Chief Mechanical Engineer, CoPT, Cochin 09 in person or through courier.
 - e. The cover containing Cost of tender document shall be sent super scribed as ”PROVIDING THIRD PARTY INSPECTION SERVICES FOR THE INSPECTION OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY FOR ICG AT FORT KOCHI

ENVELOPE “A”– Techno-Commercial Bid. The sealed cover shall be sent either through courier or in person to the “Chief Mechanical Engineer, 1st floor, Main Administrative Building, Cochin Port Trust, Cochin 09” on or before the due date & time of submission of tender document. The bidder who wishes to submit the document in person shall deposit the same in the tender box provided in the main reception area at ground floor of Cochin Port main Administrative building. The bid submitted after the due date & time of submission will be summarily rejected without giving any communication thereof.

2) The bidder shall upload the documentary evidences regarding the Bidder’s eligibility against MQC stipulated in ITB in the online portal.

3) Other documents to be uploaded along with the techno commercial document:

1. Check List - The bidder shall prepare the check list of the documents submitted by him regarding the MQC and other documents.
2. Letter of submissions:- Covering letter duly signed
3. Structure of Organization : Details of the structure of the organization including name of directors, nature of organization, contact person etc. should be filled in and should be attached along with the tender
4. Details of Concurrent Commitments if any should be furnished.
5. The Tender Document complete set shall be signed and sealed and submitted, as a token of acceptance of CoPT’s entire techno-commercial conditions.
6. Deviations in tender conditions: Tender should be submitted subject to terms and conditions detailed in this tender document. Any deviations in the tender submitted should be listed in separately during pre bid meeting.
7. An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process has to be furnished in annexure.
8. An undertaking that “PRICE BID” does not contain any techno-commercial condition has to be furnished in annexure
9. The bidders are required to submit their price bid in Schedule.

4) **Bid Prices: (Price bid)**

The Bidder shall fill the rates of the item in the schedule of work ON LINE only. Manual submission of price bid is not permitted.

5) **Currencies of Bid and Payment:**

The Price quoted shall be in INR only.

6) **Bid Validity:**

Bids shall remain valid for a period not less than 120 days (One Hundred Twenty days) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any bidder withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the earnest money deposited by the bidder shall be forfeited.

7) **Withdrawal or modifications:**

Any withdrawal or modifications are permitted only in ON LINE till last date and time of submission of the tender, that means the tender cannot be withdrawn or modified after the last date and time of submission and in case the tenderer modifies or withdraws his tender after the last date and time of submission of tender, the tender shall liable to be cancelled and EMD shall be forfeited.

8) **Format and Signing of Bid:**

The bidder shall prepare one set of his Tender (all Volumes), duly completed and signed, along with the set of Drawings and other documents mentioned hereinafter. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. Then it shall be scanned and upload in the e tender portal for submission. However the Power of Attorney (in original) authorizing the signatory/s of the Tender and other document required to prove the MQC of the bidder shall be submitted in hard copy along with submission of tender fees EMD.

If the tender is made by an individual it shall be signed by his full name and his address shall be given. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof or it must be signed by person holding a proper power-of- attorney authorising him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the tender satisfactory evidence of the authorisation. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

9) **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 to prove MQC, tender document duly signed by the contractor and cost of tender and Bid Security Declaration shall be submitted through e-Tendering mode on www.tenderwizard.com/CPT. The originals of DD for cost of tender documents may be submitted off line within the time & date of submission of bids.

Price bid (Schedule-II) in the provided format shall be submitted only through e-tendering mode www.tenderwizard.com/CPT along with technical cover before **the time and the day notified** in NIT.

Bidders who wish to submit the MQC documents, Tender Documents and other documents offline may submit it in sealed cover, super scribing the Tender Number, Name of Work, date notified for submission of tender and the Name of the bidder, in the Tender Box kept in the ground floor of the New Administrative Building on or before the due date specified above.

10) **Information Required In the Bid**

Part I -Technical Bid shall contain the following:

- a) Bid Security Declaration
- b) Cost of tender document
- c) Check list as per **Schedule I**
- d) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public.
- e) Organization Details
- f) Details of experience and Certificates in proof of experience in similar works as detailed under clause 12 of Instruction to bidders.
- g) Bid Document duly signed and sealed.

Explanatory notes:

- (1) Self attested or notary certified copy of completion certificates of each work from the client shall be uploaded.
 - a) Details of work containing the following details and value.
 - b) The completion cost of the work
 - c) Date of commencement
 - d) Date of completion of the work.
- (2) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years [2017-'18, 2018-19, 2019-20] supported by Audited Financial statements for the last three years.
- (3) Bid document including all addendum/corrigendum duly signed and sealed
- (4) Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
- (5) Copies of PAN, GST, EPF and ESI registration
- (6) A declaration to the effect that :
 - i) No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
 - ii) 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.
 - iii) 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.
 - iv) 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.
- (7) Bank information for e- Payment system

Part II : "Price Bid" shall contain the Bill of Quantities - **Schedule II** shall be duly filled in and fully priced, which shall be submitted only **in e-tendering mode.**

11) Deadline for Submission of the Bids:

E-tenders attaching all documents shall be submitted 'on-line' in the **e tender portal** strictly in accordance with the terms and conditions of tender document before **the time and the day notified** in NIT or extended date as notified.

12) Late Bids:

Any Bid received by the Employer after the Bid due date will be returned unopened to the bidder.

13) Bid Opening

The Bid Opening will be done in online portal www.tenderwizard.com.

14) DETERMINATION OF RESPONSIVENESS ON TECHNO COMMERCIAL EVALUATION:

The determination of responsiveness will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance during execution of contracts that have been awarded by the Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder to the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of tender conditions.

Prior to detailed evaluation of Bids, Cochin Port Trust will determine whether each Bid

- a. meets the minimum eligibility criteria as defined in tender notice.
- b. has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- c. is accompanied by the required Bid security declaration / MSME certificate;
- d. is responsive to the requirements of the Bidding documents.

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; which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids. The tender which does not satisfy the Minimum Qualification Criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender condition. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms & conditions of the tender documents without any deviation or reservation.

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 Bids of such bidders submitted by non responsive bidders in e- mode will not be opened.

15) Bid Opening – Price Bid:

Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. As far as possible the price bid will be opened in the same day or it may be opened on the next day. No separate intimation shall be given regarding time of opening of price bid. A negative determination shall be notified to the unqualified bidders ON LINE by the Employer through e tender portal and the price bid uploaded by them shall not be opened.

The Employer will on-line open Price Bid at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid. The bidders' representatives who are present shall sign a register evidencing their attendance.

The bidders' names, the Bid Prices or any discounts, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. The prices and details as may be read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L₁ Bidder) shall be determined as per the provisions.

16) Clarification of Bids:

To assist in the examination, evaluation and comparison of tenders, Employer may ask Tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent in writing by post and fax, but no change in price or substance of the tender shall be sought, offered or permitted.

17) Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the price Bids determined to be responsive in accordance with tender condition. Price quoted will be evaluated based on the quoted price shown in the price schedule in basic price only.

18) Alteration of tender documents:

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

19) Alternative conditions and Proposal:

The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Tenderer's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price Bid of such Tenderer's will not be opened.

20) Award of Contract:

The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price.

21) Release of Bid Security / EMD:

21.1 No EMD will be applicable till 31/12/2021 as per the Ministry of Ports, Shipping and Waterways letter no: PD-24015/71/2020-PDVII (e-340929) dated 26/11/2020 and OM No:F.9/4/2020-PPD dated 12/11/2020 of Ministry of Finance, Dept. of Expenditure`

21.2 No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter no: PD-24015/71/2020-PDVII (e-340929) dated 26/11/2020 and OM No:F.9/4/2020-PPD dated 12/11/2020 of Ministry of Finance, Dept. of Expenditure. In lieu of Bid Security/EMD, **Bid Security Declaration** shall be furnished as per the format enclosed with the tender document (Annexure-12). Otherwise the bids will be rejected.

21.3 Cochin Port Trust reserves its right to suspend the bidders from participating in the future tenders invited by Cochin Port Trust for a period of Two years from the date of

such Suspension Orders, under the following circumstances:-

- (a) If after the opening of Tender, if the bidder withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any)
- (b) In case if a successful bidder fails
 - (i) to commence the work, within the specified time limit
 - (ii) to sign the Agreement or furnish the required Performance Security within the specified time limit

22) Performance Security:

Within not later than 21 days from the date of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of Bank Guarantee (BG) in the format of CoPT for an amount equivalent to 3 % of the Contract price rounded off to the nearest INR 1,000/-.

The Bank Guarantee shall be furnished from any Nationalized/Scheduled Bank enforceable and encashable at Cochin acceptable by Cochin Port Trust. The validity of the BG shall be for a minimum period of 2 months from the date of completion of Third Party Inspection service and shall be renewed thereafter as and when required by Cochin Port Trust.

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 willful 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 therefore either together with or in addition to the conditions mentioned in 15.2

23) Signing of Agreement

The successful bidder will be required to execute an Agreement at his expense within 28 (twenty eight) days from the date of work order, on proper value Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum/ corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

24) 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.

25) 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.

COCHIN PORT TRUST

**MECHANICAL ENGINEERING DEPARTMENT
PROVIDING THIRD PARTY INSPECTION SERVICE FOR THE
INSPECTION OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY
FOR ICG BERTH AT FORT KOCHI**

Tender No. F1/T-08/TPIA-ELL Crane-ICG/2021-M

Section-III General Conditions of Contract (GCC)

- I. **GENERAL GUIDE LINES** : This section of “General Conditions of Contract (GCC)” is applicable to both types of tenders i.e. “ Percentage rate tenders and item rate tenders”.
- II. This GCC is applicable to Civil, Electrical and Mechanical works, except dredging work.
- III. The detailed clauses in GCC are provided separately.

SIGNATURE OF TENDERER

**MECHANICAL ENGINEERING DEPARTMENT
PROVIDING THIRD PARTY INSPECTION SERVICE FOR THE
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Tender No. F1/T-08/TPIA-ELL Crane-ICG/2021-M

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT FOR TPIA TENDER

**MECHANICAL ENGINEERING DEPARTMENT
PROVIDING THIRD PARTY INSPECTION SERVICE FOR THE
INSPECTION OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY
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Tender No. F1/T-08/TPIA-ELL Crane-ICG/2021-M

SECTION – V

SCOPE OF WORK FOR TPIA TENDER

**MECHANICAL ENGINEERING DEPARTMENT
PROVIDING THIRD PARTY INSPECTION SERVICE FOR THE
INSPECTION OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY
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Tender No. F1/T-08/TPIA-ELL Crane-ICG/2021-M

SECTION – VI

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS FOR ELL CRANE AT ICG

**MECHANICAL ENGINEERING DEPARTMENT
PROVIDING THIRD PARTY INSPECTION SERVICE FOR THE
INSPECTION OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY
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Tender No. F1/T-08/TPIA-ELL Crane-ICG/2021-M

SECTION – VII

**TYPICAL TIME SCHEDULE FOR
SUPPLY, ERECTION AND COMMISSIONING OF ELL CRANE AT ICG**

**MECHANICAL ENGINEERING DEPARTMENT
PROVIDING THIRD PARTY INSPECTION SERVICE FOR THE
INSPECTION OF RAIL MOUNTED ELL CRANE OF 15 TON CAPACITY
FOR ICG BERTH AT FORT KOCHI**

Tender No. F1/T-08/TPIA-ELL Crane-ICG/2021-M

SECTION – VIII

**QUALITY ASSURANCE PLAN FOR
SUPPLY, ERECTION AND COMMISSIONING OF ELL CRANE AT ICG**