



**GENERAL ADMINISTRATION DEPARTMENT
COCHIN-682009**

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Tender Document for “Engaging of advertising agencies for releasing advertisement & other publicity related activities for Cochin Port Authority”

Tender No.PRD-2/P&R/Advt/2022/S Dated 22.08.2022

Issue of Tender Document	: 23.08.2022
Last Date of Submission	: 14.30 hrs on 15.09.2022
Stage -1 Bid Opening Date	: 15.00 hrs on 15.09.2022
Cost of Tender Document	: Rs.2000 + GST 12%
EMD	: Rs.25,000/-

Table of Contents

1. TENDER NOTICE.....	3
2. INSTRUCTIONS TO TENDERERS.	4
3. GENERAL TERMS & CONDITIONS OF CONTRACT.	9
4. SCHEDULE A	13
5. SCHEDULE B	14
6. SCHEDULE C.	15
7. SCHEDULE D.	16
8. SCHEDULE E.....,	17
9. ANNEXURE I	21
10. FORM I - FORM OF AGREEMENT	18
11. FORM II - NO CLAIM CERTIFICATE.	22

1. TENDER NOTICE

- 1.1 Electronic tenders (e-tenders) in two stage bidding are invited from reputed **Advertisement Agencies / Firms / Companies** who are having adequate resources, sound financial background and technical capability for engaging as Advertisement Agencies for releasing advertisement & other publicity related works of the Cochin Port Authority (CoPA). The bids should be submitted in accordance with the Instructions to Tenderers, General Conditions of Contract etc. as enumerated in the tender document.
- 1.2 Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/COPA or from CoPA website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 1.3 The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender.
- 1.4 The bids shall be uploaded in electronic form only through e-tender portal www.tenderwizard.com/COPA.
- 1.5 Cost of tender document Rs.2000+ GST12% and Earnest Money Deposit (EMD) Rs.25,000/- are to be remitted in the form of DD issued by Nationalized / Scheduled banks, drawn in favour of FA & CAO, Cochin Port Authority, payable at Cochin as two separate DDs. NEFT payment should be made to SBI Account No.10601197375, IFSC CODE-SBIN0006367.
- 1.6 Two separate DDs/NEFT towards Cost of Tender Document and EMD (as mentioned in clause 1.5 above) shall be submitted to Cochin Port Authority before the scheduled date and time of opening of Stage 1 of the bid, failing which the bid will be rejected.
- 1.7 The bidders need to obtain one time User ID & Password for log-in to e- Tendering portal www.tenderwizard.com/COPA from the service provider KEONICS, by paying the required registration amount through online Payment using Credit/Debit Card/Net banking in favour of "KSEDCL, Bangalore". The details of e-tender facilitator is available through Telephone Nos. 080-40482000/ 097461185 29.
- 1.8 The tenders shall be submitted "online" strictly in accordance with the Instructions to Tenderers and other Terms & Conditions given in the tender document.
- 1.9 The bidders shall submit scanned copy of all the required documents such as DD/ NEFT towards the cost of tender document and EMD; proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/COPA.
- 1.10 All benefits applicable to MSME as per Public Procurement Order 2012 shall be applicable for this tender.

1.11 Time schedule for various activities in connection with this tender will be as follows:

1.11.1 Availability of Tender Document: www.cochinport.gov.in;
www.tenderwizard.com from 23.08.2022 to 15.09.2022

1.11.2 Opening of Stage 1 of the bid: 1500 hrs on 15.09.2022

1.11.3 Opening of Price Bid (Stage 2) of qualified Tenderers: Will be announced later

1.12 This Tender Notice shall form part of the Tender.

Sd/-

Secretary

For and on behalf of the Board of Major Port
Cochin Port

2. INSTRUCTIONS TO TENDERERS

- 2.1 Scope of Tender:** Electronic Tenders (e-tenders) in two stage bidding are invited from eligible Tenderers for engaging as Advertisement Agencies for releasing advertisement & other publicity related works for the Cochin Port Authority for a period of Two years and may be extendable upto one year at CoPA's discretion and the contractor shall be obliged by such extension subject to terms and conditions given below.
- 2.2 Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/COPA or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 2.3 Cost of tender document:** Rs.2000/-+GST 12%, is to be remitted in the form of Demand Draft (DD) from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA & CAO, Cochin Port Authority, payable at Cochin or NEFT payment should be made to SBI Account No.10601197375, IFSC CODE-SBIN0006367. Cost of tender document will not be refunded. Cost of tender document in the form of Cash /Cheque/ Bank Guarantee will not be accepted. Tenders without cost of tender document will not be accepted.
- 2.4 EMD:** Rs.25,000/- is to be remitted in the form of DD from a Scheduled/ Nationalized bank having their branch in Cochin, drawn in favour of FA & CAO, Cochin Port Authority, payable at Cochin or NEFT payment should be made to SBI Account No.10601197375, IFSCODE-SBIN0006367. The successful tenderer shall furnish security deposit of Rs.25000/- by converting Earnest money deposited for Rs. 25000 /-.
- 2.4.1 The Earnest Money Deposit of unsuccessful tenderers will be refunded on award of contract to the successful tenderer. The EMD of successful tenderer will be converted as Security Deposit and will be refunded without interest on completion of contract period subject to clause 3.7, 3.13 and other clauses of agreement.
- 2.4.2 No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.
- 2.4.3 The **EMD shall be forfeited** under following circumstances:
- 2.4.3.1 In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 90 days from the last date fixed for receiving the same.
- 2.4.3.2 Failing to furnish security deposit within the stipulated time, upon award of contract or failing to enter into an agreement with Cochin Port 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.

2.4.4 Upon submission of Security Deposit and signing of Agreement by the successful tenderer, the Cochin Port Authority will notify each unsuccessful tenderer and will refund their EMD.

2.5 Downloaded tender document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped **on all pages** for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification and such tenders will be rejected. Duly filled, stamped and signed tender document (**except price-bid**) shall be scanned and uploaded in the e-tender portal www.tenderwizard.com/COPA. Any tender not so complete is liable to be rejected.

2.6 Minimum Qualification Criteria (MQC):

SINo	Criteria	Documents to be submitted
2.6.1	Financial Criteria Average Annual Financial Turnover of the bidder in the business of advertising and publicity jobs during the last 3 financial years should be atleast Rs. 12.5 lakhs (Rupees Twelve lakhs and fifty thousand only).	The tenderer should submit a copy of the Annual Reports for the last 3 years ending with 31st March 2021 giving the Audited Profit and Loss account and Balance sheets. If the bidder is a wholly owned subsidiary company under the prevalent laws, and if the separate accounts of such subsidiary company are not available, the bidder should submit the consolidated audited accounts of the holding company for the last 3 accounting years.
2.6.2-I	Experience Criteria The bidder should be in the field of advertising & publicity atleast for last 3 years	The bidder should submit documentary evidence related to business registration/commencement.
II	The bidder should have one full fledged office at Cochin, branches preferably at Metro Cities in India.	The bidder should submit documentary evidence related to business at Cochin, branches, if any at Metro Cities in India.
III	The bidder should have undertaken advertising jobs for 1. 1 Work of Rs.20 lakh each 2. 2 works of Rs.12.5 lakh each 3. 3 works of Rs.10 lakh each	The bidder should submit a list of orders (preferably from PSUs) executed during the last 3 years and copies of advertisements/publicity materials brought out by the firm.

2.7 Validity of Tender: The tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Cochin Port Authority may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The tenderer will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

2.8 Amendment of Tender Document: At any time prior to the deadline for the submission of Tenders, Cochin Port Authority, for any reason, whether at its own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment.

2.8.1. Any amendments issued will be hosted in the Cochin Port Authority website at least 5 days prior to the last date specified for submission of the tender. Tenderers are duty bound to verify CoPA website for any amendment. No separate communication will be issued other than publication in website of Cochin Port Authority. Tenderers shall verify if any such amendment/modifications have been issued in CoPA website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/modifications if any, shall be binding on the tenderer.

2.8.2. 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.

2.9 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 shall result in the rejection of Tender.

2.10 Power of attorney for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender. In alternative of power of attorney, in case a proprietorship concern a declaration of the same along with proof may be submitted. In case of partnership firm all partners shall together authorize one partner by power of attorney. In case of a company, resolution of Board of Company shall be submitted, authorizing any person to bid in the tender, sign all tender documents and for carrying out all activities in connection with tender, when awarded.

2.11 The tenderer should not submit their offer with any conditions / counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.

2.12 All the documents submitted should be indexed and page numbered.

2.13 The submission of a tender by tenderer implies that he has read this instruction and the General Terms and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender. The principle of caveat emptor (let the buyer be aware) will apply.

2.14 Submission of Tender:

2.14.1 DDs/NEFT in lieu of Cost of Tender Document and EMD have to be scanned and attached in the e-tender portal www.tenderwizard.com/CoPT. Original DDs/Copy of NEFT in lieu of Cost of Tender Document and EMD has to reach office of the Secretary, Cochin Port Authority, on or before the date and time fixed for opening of Stage I of the bid. Tenders which do not satisfy this condition will be rejected.

2.14.2. The tender document should be submitted as two separate files in the e- Tender Portal; one file consisting of following documents:

2.14.2.1 Tender documents duly filled (except price schedule) signed and stamped on all pages.

2.14.2.2 Copy of Registration Certificate of the company.

2.14.2.3 Copies of profit and loss statement, balance sheets and auditor's report / annual report for the past 3 years.

2.14.2.4 Copies of GST registration certificate etc.

2.14.2.5 Duly executed Power of Attorney in favour of person authorized to sign the tender document.

2.14.2.6 Copy of PAN, TIN.

2.14.2.7 Schedules A, C, D & E, Annexure I duly filled and signed

2.14.2.8 Copy of the work Order and Certificate of satisfactory completion of 2 years of service from clients.

2.14.3 The Price Bid format (Schedule B) is given separately. It should be filled online by the bidder. The rate quoted should be excluding the applicable taxes.

2.14.4 The tenderers are required to submit the Price Bid in '**e-tender' mode** only on www.tenderwizard.com before the due date and time fixed for opening of the same.

2.15 Disclosure / indication of the Price(s) elsewhere shall make the Tender disqualified and will be rejected.

2.16 Corrections should be duly attested by the signature(s) of the tenderer(s) with date.

2.17 Cochin Port Authority shall not provide any forms for getting any exemptions from payment of duties and taxes.

2.18 Opening of Tenders:

2.18.1 Stage 1 of the bid will be opened at 1500 hrs on 15.09.2022 in the e-tender portal www.tenderwizard.com/COPA. Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening.

2.18.2 Price Bid of those tenderers who are found qualified after evaluation of MQC will be opened "on-line". Date and time of opening of price- bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging in to the e-tender portal at the date and time intimated for opening of Price Bid.

2.19 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 by e- mail/fax, but no change in price or substance of the tender shall be sought, offered or permitted.

2.20 Determination of Responsiveness: The tender which does not satisfy the MQC shall summarily be rejected and shall not be considered for further evaluation. The Port Authority 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.

2.21 Canvassing in connection with the tender is strictly prohibited and the tenders submitted by those who resort to canvassing will be liable for rejection.

2.22 Tenders which do not fulfill all or any of the conditions stated in this document or which contain any other condition of any sort including conditional rebates or are incomplete in any respect are liable for rejection.

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

2.24 Acceptance of Tender: Cochin Port Authority does not bind itself to accept the highest discounted tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

2.25 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.

2.26 Summary of Time Schedule:

Issue of Tender Document	23.08.2022 to 15.09.2022
Last Date of Submission	14.30 hrs on 15.09.2022
Stage 1 Opening Date	1500 hrs on 15.09.2022
Price Bid Opening Date	Will be intimated later to qualified bidders

SIGNATURE OF TENDERER

3. GENERAL TERMS & CONDITIONS OF CONTRACT

- 3.1 Definitions:** In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 3.1.1 "Employer/Cochin Port Authority/CoPA" means Board of Major Port Authority for Cochin Port, a body corporate under the Major Port Authorities Act, 2021, acting through its Secretary, CoPA or any other officers so nominated by the Board.
- 3.1.2 "Contractor" 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.
- 3.1.3 "Contract" means and includes Tender Documents, instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Schedules, Annexure etc., any amendments thereto, Tender, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Tender" means the offer of the contractor along with tender document and all other relevant documents as referred to in the contract.
- 3.2** 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.
- 3.3. Contractor to inform himself fully:** The contractor shall be deemed to have carefully examined the general conditions of contract and all tender documents, 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 contract and satisfy himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
- 3.4 Notification of Award:** Prior to expiry of tender validity or extended validity, the Cochin Port Authority shall notify the successful tenderer, in writing, that his tender has been accepted. Until a formal contract is prepared and executed, the notification of award and form of tender shall constitute a binding contract. The contract will be for a period of two year and Cochin Port Authority will have the right to extend the contract, at its sole discretion, with the same discounted rate further for a period of one year.
- 3.5 Contract Agreement:** The successful tenderer will be required to execute an agreement at his expense on Two Hundred Rupees (Rs.200/-) Kerala Stamp Paper in the format FORM I - FORM OF AGREEMENT for the due and proper fulfillment of the contract, within 30 days from the date of issue of Letter of Acceptance. Pending preparation and execution of the contract agreement as above, the tender submitted by the contractor together with Letter of Acceptance/Letter of Appointment issued by Secretary, will be binding.

Acceptance of the tender shall constitute a binding contract between Cochin Port Authority and the Contractor.

- 3.6** In the event of the tenderer, after the issue of the communication of acceptance of offer by the Port Authority, failing/refusing to execute the agreement within 30 days of letter of acceptance provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Port shall have full right to claim damages thereof either together with or in addition to the forfeiture of Earnest Money Deposit/ Security Deposit as the case may be.
- 3.7 Security Deposit:** All compensations or other sums of money due from the contractor under the terms of this contract shall be deducted from, his security deposit. In the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his Security Deposit. Failure to make good the Security Deposit shall entitled Cochin Port to terminate the contract.
- 3.8** Liability towards Income Tax/GST, any other statutory taxes, as per the rules/directions of the concerned Departments, prevailing in force at the time of operation of the service will be discharged by the successful tenderer direct to such authorities. The successful tenderer shall avail the necessary registration before statutory authorities for this purpose.
- 3.9 Suspension of Service:** If any of the following events shall have happened and /or is continuing, Cochin Port Authority may, by written notice to the Contractor, suspend the service:
- 3.9.1. A violation of any of the conditions mentioned in the Agreement for the Performance of this contract shall have occurred on the part of the Contractor or the persons acting on his behalf or any of his employees.
- 3.9.2. Any condition which makes it unable for either party by reason of "Force Majeure" as referred below, for successful performance of the contract.
- 3.10** Cochin Port Authority shall be empowered to revoke the suspension of service as and when it feels that the normal operations can be resumed.
- 3.11 Termination of Service:** The Contract shall be terminated under following circumstances:
- 3.11.1 Any of the conditions of suspension of service continuing for a period of two weeks after Cochin Port Authority has given the written notice of suspension to the Contractor.
- 3.11.2 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.

3.11.3 The Contractor has the right to terminate this contract on his own by giving 30 days written notice to the CoPA after approval of his request for termination by CoPA.

3.11.4 Notwithstanding anything contained in any of the clauses herein, Cochin Port Authority reserves the right to terminate this Agreement without assigning any reason by giving 30 days notice in writing to the Contractor without payment of compensation in any manner whatsoever. Cochin Port Authority shall also be at liberty to terminate this Agreement forthwith without any notice to the Contractor or payment or in lieu thereof, if, on account of any statute or order or rule or regulation or award, judgment or decision, Cochin Port Authority is required not to have the aforesaid services as provided under this Agreement.

3.11.5 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.

3.12 Force Majeure

3.12.1 The term "Force Majeure" as employed herein, shall mean "Act of God, Landslides, Earth Quakes, Storms, Floods and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome."

3.12.2 If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India, to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within two weeks after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for, as long as the inability continues;

3.12.3 Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 3.11.1 above or delays arising from such event;

3.13 Replenishing of Security Deposit: All compensations or other sums of money due from the Contractor under the terms of this contract shall be recovered from his security deposit. In the event the Security Deposit is invoked fully or partially for making such recovery during the period of contract, the Contractor shall within 10 days, replenish the Security Deposit for such sum, which have been deducted from the Security Deposit.

3.14 All statutory approvals are to be taken by the contractor and it would be his responsibility.

3.15 Contractor shall comply with statutory obligations of State and Central Government, wherever applicable.

3.16 Notwithstanding anything stated above, in case of non compliance of any of the terms mentioned in this tender documents or this tender by the Contractor, Port reserves the right to terminate the contract and forfeit the Security Deposit/EMD as the case may be.

3.17 In event of any dispute arising out of the contract, it is hereby agreed to settle the dispute by mutual discussion/negotiations. In the event of failure of mutual negotiations/discussion, the matter can be referred to Arbitration as provided herein below:

“Chairperson/Deputy Chairperson of CoPA shall appoint a Sole Arbitrator to resolve the dispute and the Award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the Contract subject to the provisions of the Arbitration and Conciliation Act,1996, as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportion the Arbitrator’s fee as well as cost incurred for Arbitration shall be borne. The Arbitrator may with the consent of the parties extend the time from time to time to make or publish the Award, as the case may be. The venue of Arbitration shall be Kochi.”

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for Cochin Port subject to the delegation of powers.

3.18 Dispute or difference on any matter whatsoever, pertaining to the contract shall not be raised by the contractor after submission of 'No Claim Certificate' in the form as per the format enclosed as Form I I. .

3.19 Law governing the contract: This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws in India and shall be under the jurisdiction of courts in Cochin Corporation limits only.

SIGNATURE OF TENDERER

1. SCHEDULE A

LIST OF DOCUMENTS TO BE SUBMITTED IN ENVELOPE 'A'

Cl. No	Description of Documents	For documents submitted, mention page no:
1.10	Cost of Tender Documents in the form of DD/ NEFT.	
1.10	EMD in the form of DD / NEFT	
2.5	Tender document duly filled (except price schedule), signed and stamped on all the pages.	
2.14.2.2	Copy of certificate of incorporation/registration	
2.14.2.4	Copy of GST Registration	
2.14.2.3	Copies of balance sheets and auditor's report / annual report for the last 3 years	
Page 16	Details of financial stability (Schedule C).	
Page 17	Structure of organization (Schedule D).	
Page 19	Details of experience (Schedule E).	
2.10	Power of Attorney in favour of person authorized to sign the tender document.	
2.14.2.6	Copy of TIN,PAN etc.	
Page 23	Undertaking that no changes have been made in the tender document downloaded (Annexure).	
Page 24	FORM II - NO CLAIM CERTIFICATE	

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

Signature of Tenderer with date and seal

NOT TO BE SCANNED AND UPLOADED
PRICE BID/SCHEDULE

To
The Secretary,
Cochin Port Authority

Sir,

I/We have read and understood the terms and conditions for engaging of advertising agencies for Cochin Port Authority and agreed to abide by the same.

I/We hereby offer% (in words.....) discount on the total advertisement bill (bound on the tariff of the News papers/publications) to Cochin Port Authority, on release of each advertisements to media through us.

Place:

Name:

Date:

Address

DETAILS OF FINANCIAL STABILITY

1. THE AVERAGE ANNUAL FINANCIAL TURNOVER OF THE APPLICANT IN THE LAST THREE YEARS ENDING 31ST MARCH 2022.

Sl.No	YEAR	TURNOVER
1.	2021-22	
2.	2020-21	
3.	2019-20	

NAME AND ADDRESS OF THE BANKERS OF THE AGENCY

.....

.....

.....

.....

.....

2. DETAILS OF THE BANKER’S CERTIFICATE. (The Agency should possess valid Banker’s Financial Stability Statement issued from a Nationalised Bank/Scheduled Bank – Attach valid certificate from the Nationalised Bank/ Scheduled Bank)

SIGNATURE OF THE TENDERER

COCHIN PORT AUTHORITY

FORM OF PARTICULARS

- I Name of the Advertising Agency /Firm/ Company :
- II. Address of Kochi Office :
Tel: Nos.
Mobile No.
(Name of the contact person)
E-Mail ID
Website if any
- III. Full address of the head office/other offices :
Tel.No.
(Name of the contact person)
Fax No.
E-mail ID
- IV Year of Establishment :
- V. Details of creative team at Cochin office :
- VI List of clients presently serving (public sector & private sector):
- VII Tie up with advertising agencies outside the state/abroad if any :
- VIII Details of display advertisements, Brochures/ leaflets etc. designed by the agency (attach copies for reference) :
- IX Annual turnover for the last 3 years :
- X. Details of accreditation with INS/DAVP :
- XI. Any other relevant information that would be useful in the context

I/We do hereby certify that the information as provided above is correct and true in all respects. In case of furnishing of any false information, the application shall be liable for rejection, besides initiation of panel proceeding by Cochin Port Authority.

Place : Signature

Date : Name

EXPERIENCE RECORD

Experience in the last three years in similar work

Sl.No	Client – Name & address/Telephone/email	Period of contract		Contract amount	Remarks
		From	To		

Date:

Signature

Name -----

Address -----

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

AGREEMENT NO.OF.....

This agreement is made at Cochin on this -----day of -----, Two Thousand and Twenty two between-----
----- represented by its Secretary Sri. -----
aged -----years, son of Sri. -----
residing at ----- (House name and No.) ----- District -----
----- State -----

(hereinafter referred to as “The Contractor” which expression shall include their successors, assignees and administrators) of the one part AND the Board of Major Port Authority for Cochin Port, Willingdon Island, Cochin-9, a body corporate under “Major Port Authorities Act 2021” represented by its Secretary, Shri/Smt..... Daughter of Shri.....aged.....residing at House No..... at W/Island, Ernakulam District, Kerala State (hereinafter referred to as “The Employer” / Cochin Port Authority which expression shall include their successors, assignees and administrators in the office) of the other part.

Whereas the “Employer” had called for the tenders for “ **Engaging of Advertising Agencies ” for Cochin Port Authority** vide Tender Notice ----- dated----- and the contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc. specified therein. And whereas the said tender of the contractor has been accepted by the employer and order No. ----- dated----- has been issued to the contractor accepting their tender subject to the work as described in the schedule “ **instructions to tenderers General conditions of Contract, Scope of Assignment and General Terms & Conditions for empanelment of advertising agencies**” and such other contract documents.

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

1. The contractor hereby agrees, to execute the work as described in the schedule, **“scope of work and Instructions to the tenderers”**, all hereunto from the date of issuing orders.

The conditions given in the order dated..... shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the contractor shall not be taken as terms and conditions of this contract/agreement unless the Employer in writing specifically agree to it. The contractor further agrees that a sum of `..... has been deposited by him / them with Financial Adviser and Chief Accounts Officer of the Port Authority as Earnest Money (a) the full value of which is to be absolutely forfeited to the Board without prejudice to any other rights or remedies of the said Board should he/they fail to take up work in accordance with the conditions of the tender (b) the full value of which shall be retained by the Board as on account of the security deposit during the work referred to in the tender document upon the terms and conditions contained or referred to therein in accordance with the provisions contained in the General Conditions of Contract.

IN WITNESS WHEREOF THE CONTRACTOR

Shri.....hereunto set his hand and seal on behalf of and on behalf of the Board of Authorities of Port of Cochin, the Secretary has set her hand and common seal of the Employer as has been hereunto affixed the day and year first written above.

Signed, sealed and delivered

By Shri

Of M/s.

.....

AUTHORIZED SIGNATORY

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

- 1) Signature with address
- 2) Signature with address:

Signed, sealed and delivered by
The Secretary, Cochin Port Authority
on behalf of the Board of Major Port Authority for Cochin Port
, W/Island **EMPLOYER**

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

- 1.
- 2.

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

To
The Secretary,
Cochin Port Authority,
Cochin -682 009,
Kerala, India.

Sir,

We
..... do
hereby confirm/and assure that no changes have been made in the tender document
downloaded and submitted by us for the tender No. TENDER No. PRD-/R/Advt./2022/S
Dated 22.08.2022.

Yours faithfully,

Place :
Dated:

Signature

Name & Designation

FORM II - NO CLAIM CERTIFICATE (To be submitted by the contractor)

To

The Secretary,
Cochin Port Authority
Willingdon Island
Cochin-682009.

Dear Sir,

I/We do hereby declare that I/We received full and final payment from Cochin Port Authority for releasing advertisement & other publicity related works of the Cochin Port Authority (CoPA).

Work Order No.

Dated:

Agreement No.

Dated:

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

Yours faithfully,

(Signature of Contractor)

Date

Name of Contractor

Address