



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5609452
Dated/दिनांक : 14-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-12-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-12-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Cochin Port Trust
Office Name/कार्यालय का नाम	Willingdon Island
Total Quantity/कुल मात्रा	125
Item Category/मद केटेगरी	Supply, Installation, Testing and Commissioning of Desktop Computers on Buyback basis
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Supply Installation and Commissioning of Desktop Computers on buyback basis
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Desktop Computers
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	26 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	171000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	40

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं।

एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

FA&CAO

Willingdon Island, Cochin Port Authority, Ministry of Ports, Shipping and Waterways
(Financial Advisor And Chief Accounts Officer)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide

eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
25-11-2024 11:00:00	In the chamber of Chief Mechanical Engineer, Cochin Port Authority.

Supply, Installation, Testing And Commissioning Of Desktop Computers On Buyback Basis (125 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Authority Willingdon Island	125	90

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up

to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S · n o	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.

4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.

5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.

6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.

7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.

8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.

12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.

13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit

13. Working Guidelines (/Functional/Non-Functional)

14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

I. **SUPPLY OF COMPUTERS**

1. **Scope:** Tenders are invited through Government e- Marketing Place (GeM Portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid] for the Supply, Installation, Testing and Commissioning of 125 Nos. Desktop Computers on Buyback basis at Cochin Port Authority, Willingdon Island, Kochi, Kerala as per specification and conditions given below:

2. **Specifications:**

Specification of Desktops	
Processor	Intel® Core™ i5 - 13th Gen or above 4.0 GHz speed or above 4MB L3 or above cache
Mother Board	Intel Chipset Q670
RAM	16 GB DDR5 4800 or above Expandable upto 64GB
Storage	512 GB PCIe® NVMe™ M.2 SSD
Graphics	Intel® UHD Graphics 770
Keyboard & Mouse	USB Wired Keyboard & Mouse (Same OEM as desktop)
Slots	1 PCI Express v4.0 x1 1 PCI Express v4.0 x16 2 M.2
Ports	Integrated Intel Gigabit 10/100/1000 Ethernet Controller 4 USB 3.2, 1 USB:3, 1 USB 2.0, Gen 1 & at least 1 USB type C 1 HDMI, 1 VGA, 1 Display Port™, Intel® Wi-Fi 6E AX211 802.11ax 2x2 with Bluetooth® M.2 Combo

Display	21.5" with Minimum resolution of 1920X1080, with VGA , HDMI, (Same OEM as desktop)
O/S	Microsoft Windows 11 Professional 64 bit
Certifications	FCC,CE, RoHS, UL, EPEAT, Energy Star, TCO, MIL STD 810H- ISO 9001,14001,20001,27001 for OEM
Volume	8 Ltr
Warranty	3/3/3 OEM Warranty
Brand	HP/DELL/Lenovo

3. Conditions:

- a. Bidders should be either OEM of HP/LENOVO/DELL Brands or authorized dealers of the OEM for HP/LENOVO/DELL Brands.
- b. Bidders should provide Authorization letter from the OEM for submitting their bid in Cochin Port Authority
- c. Either the OEM or the authorized dealer should have service facilities in Ernakulam for after sales service during warranty period. Contact details with complete address should be provided along with the bid in a separate letter.
- d. The successful bidder should supply, install and commission the PCs at various locations as specified by Cochin Port Authority.
- e. Installation should be made as per the directions of the Engineer in charge.
- f. Manufacturer's Brand Name and Model Name of the Computers offered should be mentioned in the Bid.
- g. Product brochure containing detailed specification of the product quoted should be enclosed along with the Bid.
- h. Guarantee/Warranty certificate should be submitted along with the invoice.
- i. The Sr. Dy. Director (EDP), Cochin Port Authority shall be the Engineer in charge.

j. **Payment terms:**

Key milestones	Documents to be submitted	Payment
Delivery Items	Receipt of PCs in good condition along with delivery challan and invoices with Sl. Nos.	75% of Value excluding GST
Installation of PCs with data pre requisites	Installation report with warranty details	15% of Value excluding GST

Take old systems from stores division, CoPA	Certificate from SDMM	Balance 10% of Value including 100% GST
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- k. Terms of delivery: F.O.R at Site, Divisional stores, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State.
- l. Completion period: Delivery and Installation of the Computers as per the technical specification shall be completed within **90 days** from the date of receipt of supply order.
- m. The Consignee of the materials is **Deputy Materials Manager, Cochin Port Authority, Cochin, 682009**. Way bills shall be addressed to the Deputy Materials Manager, Cochin Port Authority, Cochin, 682009.
- n. Invoice shall be addressed to the Senior Deputy Materials Manager, Cochin Port Authority, Cochin - 682009.
- o. Price quoted should be for supply, installation, commissioning, handing over and warranty of the Computers at Cochin Port Authority site. The rate quoted should be inclusive of all the charges for delivery at Cochin Port Authority and taking old systems. The applicable GST should be shown separately in the invoice. Terms like 'payable at actual', 'Extra as applicable' etc: should not be included in the offer.
- p. Transportation of buy back items from CoPA premises should be arranged by the successful bidder at their own cost.
- q. The successful bidder should deposit the quoted buyback amount of old Desktop PCs with applicable GST to CoPA before removing the old Desktop PCs.
- r. Bidders can inspect the buy back Desktop Computers in advance before quoting for the bid (if required) on all Office working days between 10.00 AM and 4.00 PM.
- s. Unloading of the items at site shall be arranged by Cochin Port Authority. No additional payment other than the quoted rates shall be paid extra.

II. INSTRUCTIONS TO BIDDERS

1. Past Project Experience and Pre- Qualification Criteria:

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- a. The bidder should have supplied **Desktop PCs** during the last 7 years ending 31.10.2024 as per following criteria.
 - i) Single order of at least Rs. 68,35,740/- or
 - ii) Two orders of at least Rs. 42,72,338/- or
 - iii) Three orders of at least Rs. 34,17,870/-
- b. The bidders should submit copy of Supply Orders of Desktop PCs -
- c. The bidders should submit Completion certificate/ copy of Invoice of the same purchase orders which is submitted against pre-qualification criteria.

2. Bidder should either be a manufacturer or Authorised dealer of **Desktop PCs**. In case of Authorised dealer, copy of valid dealership certificate issued by the manufacturer should be submitted along with the bid.

3. **Financial Criteria:**

- a. Average Annual Financial turnover of the bidder during the last three financial years ending 31.03.2024 (viz. 2021-22, 2022-23 and 2023-24) should be at least **Rs. 26 Lakhs**.
- b. Annual Accounts for last three financial years (viz. 2021-22, 2022-23 and 2023-24) duly certified by a practicing Chartered Accountant and a statement showing the Average Annual Financial Turnover during the above three financial years duly certified by a practicing Chartered Accountant should be submitted along with the bid.

4. EMD: Rs. 1,71,000/- is to be remitted in the form of instruments shown in bid document in favour of FA & CAO, Cochin Port Authority, payable at Cochin.

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

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

- 6.** Proof of payment in original towards Earnest Money Deposit (EMD) shall be submitted to Sr. Dy. Materials Manager before the scheduled date and time of opening of the bid, failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Authority as mentioned in the GeM Bid Document, at least one day before the date and time of opening of GeM Bid. Cochin Port Authority will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned above. If EMD amount has not reflected in the Bank account of Cochin Port Authority, the bid will be rejected.
- 7.** 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.
- 8.** To assist in the examination, evaluation and comparison of bids, Cochin Port Authority may ask bidders, individually for clarification of their bid. The request for clarification and the response shall be sent through GeM Portal/e-mail, but no change in price or substance of the bid shall be sought, offered or permitted.
- 9.** Any amendments issued will be hosted in the Cochin Port Authority website at least 5 days prior to the dates specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued in 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.
- 10. Determination of Responsiveness:** The bid which does not satisfy the pre-qualification criteria and other bid conditions shall summarily be rejected and shall not be considered for further evaluation. Cochin Port Authority will scrutinize the bids to determine whether the bid is substantially responsive to the requirements of the bid documents. For the purpose of this clause, a substantially responsive bid is one which inter-alia conforms to all the terms and conditions of the bid documents.
- 11. Evaluation and comparison of bids** Only such bids, as determined to be substantially responsive to the requirements of the bid documents will be evaluated. Other non-responsive bids will be rejected. The Port's decision on this shall be final, conclusive and binding.
- 12. Acceptance of Bid:** Cochin Port Authority does not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid in part or to reject any bid or all bids without assigning any reasons whatsoever.
- 13. Quality of materials and workmanship:** All the equipment/materials, components, accessories etc. used shall be brand new and readily available. All items offered shall be as per approved quality and standards. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at site. The supplier shall supply the equipment/material according to the true intent and meaning of the specifications of the contract and complete the same to the entire satisfaction of the Cochin Port Authority.
- 14. Security Deposit:** The successful bidder is required to submit Security Deposit within **21 Days** from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of

f the contract, in any one of the following forms: (i) Account Payee Demand Draft from a Commercial Bank in favor of FA & CAO, Cochin Port Authority (ii) An irrevocable and unconditional Bank Guarantee on a **stamp paper of value Rs.100/-** from a Commercial Bank as per the format enclosed as **Annexure- I** of the bid or (iii) On- line payment to the Bank Account of Cochin Port Authority indicated in **Clause No. 5** of Bid Document. The value of Security Deposit shall be equivalent to 10% of the total contract value. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand. In the event of the bidder, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the wilful breach of the contract, the cost and consequence of which shall be to the sole account of the bidder and upon such an event the Board shall have full right to claim damages. The Security Deposit paid by the successful contractor will be refunded after satisfactory completion of the contract period (guarantee period).

- 15. Contract Agreement:** The successful bidder will be required to execute an agreement at his expense on **Kerala Stamp Paper** worth Rs.200/- (Rupees Two Hundred only) in the format enclosed as **Annexure- II** (FORM OF AGREEMENT) for the due and proper fulfilment of the contract, within 30 days from the date of issue of purchase order. Pending preparation and execution of the contract agreement as above, the bid submitted by the supplier together with Purchase Order/Letter of Intent issued by Senior Deputy Materials Manger accepting the bid shall constitute a binding contract between Cochin Port Authority and the Supplier.
- 16. Liquidated Damages:** Time is essence of this contract. In the event of failure to supply the items complete in all respects as per specifications, as ordered, within the completion period stipulated in the order / tender, the supplier would be liable to pay liquidated damages. The extension of time granted by Cochin Port Authority for completion of supply, due to reasons attributable to the supplier, will not exonerate the supplier from his liability to pay liquidated damages. The supplier shall pay to the Board of Trustees of Cochin Port as liquidated damages and not as penalty for the delay, a sum equivalent to ½ % (one half percent) of the contract price of the item(s) per week for such delay or part thereof, the maximum of which shall not exceed 10% (ten percent) of the contract price. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Trustees of Cochin Port shall have power to deduct such sum from any money due to the Supplier. Variations made in the supply shall not be an excuse for delay in completing the supply nor prevent the deduction of the said liquidated damages, unless an extension of the completion period shall have been granted by Cochin Port Authority, in writing in respect of such variation. The liquidated damages paid / deducted as above shall not relieve the supplier from the obligation to complete the supply order / contract or from other obligations and liabilities under the contract.
- 17.** If the contractor fails to deliver the items/work or any part thereof within the period fixed for such delivery or as extended to the maximum of 20 weeks, or at any time repudiates the contract before the expiry of the contract, the Cochin Port Authority may without prejudice to its own rights, either cancel the contract or a portion thereof and have the supply completed without further notice, at the contractor's risk and expenses, as Cochin Port Authority may deem best suited to the interest of the Board. In such case the contractor shall have no claim to compensation for any loss that he may incur in any way and shall not be entitled to any gain on repurchase made against default. He shall be liable for any loss that the Board may sustain on this account
- 18. Force Majeure:** Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given by Fax/e-mail addressed to the other party within 10 working days of its occurrence. This Fax/e-mail shall be confirmed by letter dispatched within 4 week along with a certificate from the relevant Chamber of Commerce, confirming the existence of the circumstance of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than three (3) months, Cochin Port Authority may cancel the contract, subject to the consent of the Supplier, at no charge to Cochin Port Authority.
- 19.** The supplier shall ensure the coverage of Transit insurance while raising the RR/LR etc. Materials brought by the supplier to Cochin Port Authority shall be insured at his own cost and the Port will no way be responsible for the loss / damages to the materials in connection with supply, assembling, commissioning, testing, guarantee repairs etc
- 20. Guarantee:** The PCs shall be guaranteed for a period of **36 months (3/3/3 OEM Warranty)** from the date

te of installation and commissioning. Warranty for the Desktop PC's includes warranty for the connected accessories viz., Monitor, keyboard, Mouse and connected cables. In the event of any manufacturing defect during the guarantee period, the supplier shall replace the defective items free of cost to Cochin Port Authority. The cost of all replacement of such materials, including freight, insurance, clearance, customs duty, tax, delivery charges etc. shall be borne by the supplier. On replacement of the spares the system should be made operational up to Operating system level by the OEM/Supplier. If the supplier does not respond to guarantee claim within seven days of intimation of defect, the guarantee period of the same shall be extended beyond the normal period by such period, not exceeding the period of idleness, as the Sr. Dy. Materials Manager of the Cochin Port Authority will decide.

- 21. Responsibility for completeness:** Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary for the equipment/material, are to be provided by the supplier without extra charge and the equipment/material must be complete in all details.
- 22. Supplier to inform himself fully:** The supplier shall be deemed to have carefully examined the Buyer Added ATC in GeM Bid Document, technical specifications, and form of tender and informed himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of supply and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract
- 23. Governing Law:** The contract shall be governed by and interpreted in accordance with the laws of India.
- 24. Disputes if any shall be under the jurisdiction of courts in Cochin.**
- 25. Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 26. TDS under GST Law:** Tax shall be deducted under GST law as per prevailing rate.
- 27. Settlement of Dispute & Arbitration** In the event of any dispute or differences arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations. In the event of failure of mutual discussions/ negotiations the parties shall jointly appoint a sole arbitrator to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996.

The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The cost of Arbitration including fees, if any, of the Arbitrator shall, if required to be paid before the Award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be. The venue of the Arbitration shall be Ernakulam.

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.

ANNEXURE-I

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

GUARANTEE BOND NO.

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

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

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

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

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

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

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

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

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

SIGNATURE

Dated theday of.....
for Bank Ltd.

-
-

Annexure- II

AGREEMENT NO..... OF 2024

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

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

NOW THESE PRESENTS WITNESES AS FOLLOWS:

1. The supplier hereby agrees to supplyas described in the GeM Bid Document at the rates shown there under subject to GeM Bid Document all hereunto annexed within **90 days** from the date of receipt of Contract/Purchase Order or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The supplier has furnished Security Deposit through..... in lieu of Security Deposit for the due

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

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

- 1.
- 2.
- 3.

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

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

Signed sealed and delivered

By

.....

SUPPLIER

M/s.

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered by

EMPLOYER

The Chief Mechanical Engineer,
Cochin Port Authority on behalf of

Board of Major Port Authority for Cochin Port.

Signed and affixed the common

Seal of Board of Major Port Authority for Cochin Port

in the presence of

1)

2)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---