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Tender Particulars

1. Department : General Administration Department
2. Officer Calling Tender : Secretary
3. Tender Title : **E-Tender for collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023**
4. Product Category : Service
5. Tender Value : **Rs.3,35,77,350/- (Reserve Price)**
6. EMD : Rs.3,35,774/-
7. Cost of Tender Document : Rs.2100/- (Including Tax)
8. Tender Type : Service Contract – 36 Months

Contact Persons Particulars

1. Name and Designation : Smt. C. Premakumari
: Secretary
2. Address : Cochin Port Trust
Willingdon Island, Cochin-682 009, Kerala
3. E mail – Id : secretary@cochinport.gov.in

Phone No : 0484-2582102 / 0484-2582126/0484-2582116



COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
e-TENDER No.D3/Out Sourcing/Ekm/Matt. Toll Gate/2020-S Dated 10.03.2020

Tender Document

**‘e-Tender for collection of Toll and Parking charges for the use of Port owned roads
in Willingdon Island for a period of 36 months during 2020-2023’**

Bid No.	:	D3/Out Sourcing/Ekm/Matt.Toll Gate/2020-S
		Date Time
Availability of Bid Document	:	16.03.2020 - 10.00 AM
Pre-Bid Meeting	:	24.03.2020 - 02.30 PM
Start date of uploading by bidders	:	03.04.2020 - 10.00 AM
Last date of submission of Bid	:	17.04.2020 - 02.30 PM
Techno-Commercial Bid opening	:	17.04.2020 - 03.00 PM

General Administration Department

Cochin Port Trust

Cochin - 682 009

Phone : 91 484 2582102,
0484-2582126/0484-2582116

Fax : 91 484 2668163



Cochin Port Trust

COCHIN PORT TRUST

GENERAL ADMINISTRATION DEPARTMENT

COCHIN-682009, KERALA, INDIA

Tele 0484-2666412, 2582100

E-TENDER NOTICE

E-TENDER No.D3/Out Sourcing/Ekm/Matt. Toll Gate/2020-S Date: 10.03.2020

Sub: E-Tender for collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023.

- 1.1. Electronic Tenders (e-Tenders) in “Two Cover System” for **collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023** is invited by the Secretary, Cochin Port Trust, Willingdon Island, Cochin-9 and will be received **up to the prescribed time schedule**. Tenders shall be submitted in accordance with the ‘General information’, ‘Instruction to Tenderers’, ‘General Conditions and special conditions of Contract’ etc, as detailed in the Tender Document. The Tenders will be opened at the scheduled time. Only GST registered service providers will be eligible to participate in the Tender.
- 1.2. The Tender Document can be downloaded from the e-Tendering portal www.Tenderwizard.com/CPT.
- 1.3. The Tender Documents are also available in Port’s website www.cochinport.gov.in . or from central public procurement portal www.eprocure.gov.in/cppp.
- 1.4. The bidders need to obtain the one time User ID & Password for log-in to e-Tendering Portal www.Tenderwizard.com/CPT from the service provider M/s.KEONICS by paying registration amount of Rs.1,180/- through online Payment using Credit/Debit Card/Net banking.
- 1.5. The Tender shall be submitted by (1) an individual or (2) by a Registered Partnership firm or (3) by a Limited Company. **The name and address of the Tenderer shall be entered in the space provided in ‘Price Bid’**. In the event of the Tender being submitted by a registered partnership firm, the tender document must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind all the partners in all matters pertaining to the contract including the arbitration clause. Such power-of-attorney has to be attached with the Tender along with certified copy of partnership deed and registration certificate. If the Tender is made by a Limited Company the tender document shall be signed by a duly authorized person who shall produce with the Tender the evidence of the authorization. In the case of a Limited Company the Tender should

be accompanied by the Memorandum and Articles of Association of the Company.
Joint Venture is not allowed in the Tender.

- 1.6 The Tenders shall be submitted “**online**” only. The bidders shall submit **scanned copy** of all the required Documents such as DD / Bankers Cheque towards the cost of Tender document and EMD; proof of experience, etc. along with e-Tenders. Tender submitted other than online shall not be considered. (Online Submission at: www.Tenderwizard.com/CPT).
- 1.7 The Original EMD and cost of Tender Document shall be drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi shall be submitted in Sealed envelope with a covering letter and shall be addressed to the Secretary, Cochin Port Trust, Cochin 682 009, and shall be super scribed with words “**e-Tender for collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023.**”

The Tenderers who are registered with NSIC are exempted from payment of cost of Tender Document and EMD. Copy of valid NSIC Registration Certificate as per MSMED Act shall be uploaded with the other documents for availing exemption of the above in original. The Tenderers who have not submitted the cost of Tender Document or EMD in sealed covers in original or has not uploaded the scanned copy of valid NSIC Registration Certificate will not be considered for opening Techno Commercial Bids, or for detailed evaluation.

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

- 1.8 The intending bidder must have valid **Class-II or III digital signature** certificate to submit the bid. For further details, please contact e-Tender Help Desk No. 080 – 49352000 /9605557738.

The **time schedule** for various activities in connection with this Tender will be as follows:-

Sl. No	Description of activity	Venue	Time
1	Availability of Bid Document	Online www.Tenderwizard.com/CPT www.cochinport.gov.in www.eprocure.gov.in/cppp	16.03.2020 - 10.00 AM
2	Pre-bid Meeting	Conference Hall of New Administrative Building, Cochin Port Trust	24.03.2020 - 02.30 PM
3	Start date of uploading by bidders	Online at: www.Tenderwizard.com/CPT	03.04.2020 - 10.00 AM
4	Last date of submission of Bid	Online at www.Tenderwizard.com/CPT	17.04.2020 - 2.30 PM
5.	Techno-commercial bid opening		17.04.2020 - 3.00 PM

2. EARNEST MONEY TO BE DEPOSITED

- 2.1 Each Tender should be accompanied by an Earnest Money deposit amounting to Rs. 3,35,774/- (Exempted for tenderers with valid NSIC Registration Certificate as per MSME Act –certificate to be uploaded online) .Scanned copy of the Demand Draft / Banker's Cheque shall be attached with the Tender submitted "**online**" and original should reach Secretary, Cochin Port Trust before date & time of opening of Tender

3. Preparation and submission of bids.

- The Documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the online submission of Bid at www.Tenderwizard.com/CPT.
4. The right of acceptance of Tender rests with Cochin Port Trust who do not bind themselves to accept the Highest Tender and reserves to themselves the authority to reject any or all of the Tenders received without assigning any reason thereof.
 5. The Tender Document will be available in the e-Tendering Portal. All the schedules and annexures in the tender document should be filled up except price bid. The price schedule should be kept blank. All the pages of the Tender Documents including Price Bid (**not filled**) shall be signed by the Tenderer.
 6. The Secretary or his duly authorized officer will open the e-Tenders online in the presence of intending Tenderers who may be present at the time in person or through their authorized representative. In the event of a Tender being rejected, the earnest money paid with such unaccepted Tender will be refunded to the Tenderer.
 7. It is obligatory on the part of the Tenderer to sign each and every page of the Tender Document as a token of acceptance of all the conditions mentioned in the Document, while submitting the Tender online.
 8. 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 Trust reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax or by email. The Tenderers 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.
 9. Should any Tenderer withdraw his Tender or make any modification in the terms and conditions of the Tender, the earnest money deposited by the Tenderer shall be forfeited.
 10. Tenderers should send **a letter of authorization** with an attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the Tenders.
 11. Tenders, which do not fulfill all, or any of the above conditions, or are incomplete in any respect, are liable for summary rejection at any stage before placement of order.
 12. Canvassing in connection with the Tender is strictly prohibited and Tenders submitted by the contractors who resort to canvassing will be liable for rejection.
 13. The under signed 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.
 14. The Tenders containing uncalled remarks or any additional/counter conditions are liable to be summarily rejected.

15. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
16. All tender documents shall form part of contract.
17. Reserve price for tender is Rs. 3,35,77,350/-. Bidders are requested to quote above the reserve price. The successful bidder shall remit the quoted amount in 36 equal installments inclusive of GST. The Price Bids with amount less than reserve price shall be rejected.
18. **Integrity Pact (IP)** shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The Bidders should sign and submit an "Integrity Pact" to be executed between the Bidder and Cochin Port Trust in Technical Bid. Bids not accompanied by a duly signed "Integrity Pact" shall be liable for rejection. IP would be implemented through the following Independent External Monitor (IEM) for this tender.

Shri. P R Ravikumar, IRS (Retd.),
Akshath, No.84, First Avenue,
Kumaranasan Nagar, Elamkulam (PO),
Ernakulam – 682020.

For full details of the scheme of IP, you may visit the website of Central
Vigilance Commission, New Delhi.

Sd/-
Secretary
For and on behalf of
The Board of Trustees of the Port of Cochin
Phone : 0484-2582102
0484-2582126
Fax 0484-26668163

GENERAL INFORMATION

SCOPE OF WORK:

The Tender is for **collection of Toll and Parking charges for the use of Port owned roads /areas in Willingdon Island for a period of 36 months during 2020-2023.**

1. The contractor shall collect toll charges and parking charges as approved by the Tariff Authority of Major Ports (TAMP) or other Statutory Authorities for the use of roads/areas in Willingdon Island by deploying manpower for collection of toll/parking charges at locations specified below: The period of contract is for three years from the date of commencement of work. The tenderer shall commence the work within a period of 15 days from the date of letter of Acceptance. (LOA).
2. **Locations:**
 1. Toll Gate on IG.Road, near CIFT Junction, Willingdon Island
 2. Toll Gate on Bristow Road, near Vathuruthy, Willingdon Island
 3. Ro-Ro jetty near Q10 Wharf in Willingdon Island
3. a) Toll/Parking fee collection would be necessitated at Ro-Ro jetty only when Ro-Ro barge service starts operation.
b) The list of vehicles exempted from paying toll are attached as Annexure – V
c) The TAMP approved toll/parking charges that can be collected by the Contractor are attached as Annexure – VI
d) The contractor may design, develop and install suitable software/programme for collection of toll/parking charges, issuance of receipts and for keeping records of the toll collection.
4. The Tenderer shall visit the two toll booths and all locations mentioned above in order to acquaint himself with the condition of the site, the locality and its environments
5. The two toll booths available for toll collection shall be made available to the contractor. All the major maintenance of the toll building will be done by CoPT. The contractor shall carry out the routine up keep of the building and running maintenance.
6. The Contractor shall keep a proper record of all the movements of the vehicles (in and out) through the toll booths on 24 x 7 basis.
7. The Tenderer should furnish evidence of his previous experience in similar contract work and his capacity to execute the work up to the limit specified in Tender schedule with certificates as per **MQC** from organizations under which the firm has executed similar contracts.

8. **MINIMUM QUALIFICATION CRITERIA, (MQC)**

- A. The bidders should be either an individual or a Registered Partnership firm or a Limited Company in India having Average Annual Financial Turnover during the last three financial years ending 31st March 2019 shall not be less than Rs 1,00,73,205/- (Rupees One crore seventy three thousand two hundred and five only). Proof to be submitted duly certified by the Chartered Accountant.
- B. Experience of having satisfactorily executed “similar works” during last 3 years as on last day of previous month. (Copy of the work order to be attached. Also copy of performance certificate issued by the client to be attached as proof).
- i. Three similar works each costing not less than Rs 1.34 crores OR
 - ii. Two similar work each costing not less than Rs 1.68 crores OR
 - iii. One similar work costing not less than Rs 2.68 crores
- “Similar work” means experience in toll/parking fee collection preferably in toll gates/parking terminals owned by State/Central Govts. or PSUs/or operation of own parking terminal having capacity for not less than 100 lorries. In this regard a certificate issued by the Local Authority should be furnished.
- C. GST Registration Certificate
- D. ESIC Registration Certificate
- E. EPF Registration Certificate
- F. Tenderers without GST/ESIC/EPF Registration at the time of submission of tender will not be considered.

INSTRUCTIONS TO TENDERERS

1. The Tenderer is expected to examine all instructions, forms, terms and specifications etc. in the Tender Document. Failure to furnish all information or Documentation required by the Tender Documents may result in the rejection of Tender.
2. The Tender Document can be downloaded from the e-Tendering portal www.Tenderwizard.com/CPT. The Tender Documents are also available in websites www.Cochinport.gov.in and www.eprocure.gov.in/cppp which can be downloaded. The cost of tender documents is to be submitted in the form of DD or bankers cheque drawn in favour of FA & CAO, Cochin Port Trust for an amount of Rs.2100/- (Rupees two thousand one hundred only) issued by any nationalized/schedule bank payable at Cochin along with Techno-Commercial Bid. Bids will not be accepted without the above mentioned fees. The cost is non refundable. The Tenderers who are registered with NSIC are exempted from payment of cost of Tender document
3. Bids along with Tender Documents duly filled in, signed and sealed on all pages shall be submitted **online only**. Cochin Port Trust may at its discretion extend the date and time for receipt of Tenders. e-Tenders received for which Cost of Tender document/EMD received after the aforesaid time and date or the extended time and date, as the case may be, if any will be rejected. Cochin Port Trust in no way would be responsible for any delay in receipt of such cost of Tender document/ EMD. No bids by Telex / Telegraph / Fax will be accepted.

4. **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**, Schedule A of the scanned copies of the Documents to be submitted through e-Tendering mode only on www.Tenderwizard.com/CPT.

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

Information Required In The Bid

Part I -Technical Bid shall contain scanned copy of all Documents as per the schedule A. EMD and cost of Tender document should be submitted in original to Cochin Port Trust and scanned copy to be submitted online as mentioned in schedule A.

All pages of the Tender Document shall be duly signed and sealed by the Tenderer. The Tenderer should not indicate his offer price anywhere directly or indirectly and any such offer or indication shall disqualify the Tenderer forthwith. Corrections if any shall be initialed and sealed properly. Disclosure / indication of the offer price(s) in the Techno- Commercial Bid shall make the Tender disqualified and rejected. Scanned copy of List of documents as mentioned in **Schedule A** should be submitted.

Part II : Price Bid shall contain the details as given in **Schedule-B** of the Tender Document as issued and shall be complete in all respects. The price bid shall be submitted **online only** (MS-excel format separately uploaded in the website www.tenderwizard.com/CPT).

- 5 The Reserve Price is arrived based on the daily cash collection received from both the toll booths excluding the amount collected towards yearly/half yearly/quarterly/monthly passes issued by Cochin Port Trust on advance payment by customers. The Cochin Port Trust retains the exclusive right of issuance of Yearly/Half Yearly/Quarterly/Monthly toll passes and this will not be part of the Toll Collection/scope of work of this tender.
- 6 If the Tender is submitted by an individual, it shall be signed, also giving his full name and address. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. A certified copy of the partnership deed and copy of registration shall be attached along with the Tender. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper-power-of attorney authorizing him to do so and to bind all the partners in all matters pertaining to the contract including the arbitration clause; such power-of-attorney shall be attached with the Tender.
- 7 **EMD:** The Tender shall be accompanied by Earnest Money Deposit equal to **Rs. 3,35,774/- (Rupees Three lakh thirty five thousand seven hundred and seventy four only)**. The earnest money deposit can be in the form of Banker's Cheque / Demand Draft issued by Nationalized/ Scheduled banks, payable at Cochin, drawn in favour of F.A. & C.A.O., Cochin Port Trust. Under no circumstances should currency notes be enclosed in the cover containing the Tender as Earnest Money. The Earnest Money Deposit will not carry any interest. The Tender not accompanied with EMD will be treated as non-responsive and will be rejected. The EMD and cost of Tender Document shall be submitted in Sealed envelope with a covering letter and shall be addressed to the Secretary, Cochin Port Trust, Cochin 682 009, and shall be super scribed with words "e-Tender For collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023". The Tenderers who are registered with NSIC are exempted from payment of cost of Tender Document and EMD. Copy of valid **NSIC Registration Certificate as per MSME Act shall be** uploaded with the other documents for availing exemption of the above. The Tenderers who have not submitted the cost of Tender Document and EMD in sealed covers and not uploaded the scanned copy of valid NSIC Registration Certificate will not be considered for opening Techno Commercial Bids.
7. (i) Pre Contract Integrity Pact, duly signed (vide Annexure-VII)
8. **Pre-bid Meeting:** A Pre-bid meeting will be held in the Conference Hall of Cochin Port Trust as per the time schedule in NIT. Prospective bidders are advised to inspect Toll Booths and go through the terms and conditions of the bid. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any term and condition of the bid documents or as to anything to be done or not to be done by the bidders or any clarification or any additional information is needed by the bidders, these shall be set forth in writing and submitted to Secretary, Cochin Port Trust well in advance of the date fixed for the pre-bid meeting. Prospective bidders are advised to attend the pre-bid meeting to present their queries for clarifications. The clarifications provided will be hosted on the websites of Cochin

Port Trust. Reply to queries/amendments will be updated within 10 days of pre-bid meeting.

9. Separate public notice or advertisement will not be given for changes made in the tender document based on pre-bid queries. Queries received after pre-bid meeting will not be answered.
10. The EMD of unsuccessful Tenderers shall be returned on award of contract to successful bidder. The EMD of the successful Tenderer will be refunded on submission of security deposit by way of Bank Guarantee (BG)/Demand Draft.
11. The EMD shall be forfeited in the following cases.
 - i. In the event of Tenderer withdrawing /modifying his Tender before the expiry of Tender validity of 90 days from the last date of submission and opening.
 - ii. Failure to pay security deposit within 15 days of receipt of LOA.
 - iii. Failing to enter into an agreement with CoPT upon award of contract as required in the Tender within 20 days on receipt of LOA.
12. The Earnest Money Deposit in the form of Bank Guarantee/Cheque will not be accepted under any circumstances.
13. Tender Document submitted shall be duly filled in, all schedules and annexure as required, signed and stamped in all pages as a token of acceptance of all the conditions mentioned in the Document, while submitting their Tender online.
14. The acceptance of a Tender will rest with the Cochin Port Trust who does not bind themselves to accept the highest Tender and reserves to themselves the authority to reject any or all the Tenders received without assigning any reason whatsoever.
15. An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process so as to influence the Tender process and have not committed any offence in connection with the Tender, has to be furnished in **Annexure-I**.
16. Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender has to be made in **Annexure-II**. In case no payment is made or proposed to be made, a NIL statement shall be given.
17. An undertaking that no changes have been made in the Tender Document downloaded has to be furnished in **Annexure-III**.
18. An undertaking that "**Price bid**" does not contain any techno-commercial condition has to be furnished in **Annexure-IV**.
19. Reserve price for tender is Rs.3,35,77,350/-. Bidders are requested to quote above the reserve price. The successful bidder shall remit the quoted amount in 36 equal monthly installments inclusive of GST. The Price Bids with amount less than reserve price shall be rejected
20. Bidders are required to submit their price bid as mentioned at **Schedule-B** in MS-excel format separately uploaded in the website www.Tenderwizard.com/CPT

21. Tenderer shall complete all the Schedules with all the information called for therein and sign with date and sealed all the pages of the Tender Document and the Schedules. Any Tender not so complete is liable to be rejected. 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.
22. The Tender should be written legibly and free from erasures and over writings or conversions of figures. Correction where unavoidable should be duly attested by the signature (s) of the Tenderer (s) with dates.
23. **OPENING OF THE TENDERS:
Bid Opening – Technical Bid**

Technical Bid : Technical Bid shall be opened online in the office of the Secretary, Cochin Port Trust as per the date and time fixed in the time schedule. Submission of EMD and Cost of Tender Document will be verified first. **In case the EMD and cost of Tender document is not deposited or is not in order, (exempted for NSIC registered tenderers with valid certificate), the Bid of such tenderers will not be opened.** The technical bid opening is not a public event and bidder cannot witness the same.

If Bid submitted contains any deviation from the Bid Document then the Bid will be rejected and the Bidder will be informed accordingly. The Price Bid submitted in e-mode by such tenderers will not be opened.

In the event of a Tender being rejected, the earnest money paid by such tenderers shall be refunded to the Tenderer.
24. **OPENING OF THE TENDERS:
Bid Opening – Price Bid:**

Price Bids shall be for an amount more than Reserve Price. Price Bid of those Tenderers found responsive in the evaluation of Technical bid, will be opened later. Short listed bidders will be communicated about the date and time of opening of the price bid. Price Bids with amount less than reserve price shall be rejected. The price bid opening is not a public event and bidder cannot witness the same.
25. The Tender shall remain valid and open for acceptance for a period of 90 days from the date fixed for receiving the same. CoPT reserves the right to extend the period of validity for a specific time as may be required by CoPT. The request and response thereto shall be made in writing by post or by fax or by email. The Tenderers 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.
26. CoPT will 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 conforms to all the terms, general conditions and specifications of the Tender Documents and technically suitable. The Tenderer shall carefully submit all the Documents as required under the Tender, failing which the offer is liable to be treated as non-responsive. A Tender which, in relation to the cost estimates of CoPT is seriously unbalanced may be rejected as non-responsive.

27. The Tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the currency of the contract.
28. To assist in the examination, evaluation and comparison of Tenders, CoPT may ask Tenderers individually for clarification and response to the same by the Tenderer shall be in writing by post or by fax or by email. However no changes in price or substance of the Tender shall be sought, offered or permitted.
29. **DETERMINATION OF RESPONSIVENESS:** The Tender which does not satisfy the pre-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 Documents.
30. Canvassing in connection with the Tender is strictly prohibited and the Tenders submitted by the suppliers who resort to canvassing will be liable for rejection.
31. **OPENING OF PRICE BID:** The price bids shall be opened **online only** . The price bid of the qualified bidders only will be opened on a date intimated by the Secretary. The date of price bid opening will be intimated to the responsive bidders in writing – (letter /email /fax). The EMD of the unsuccessful bidders will be returned.
32. **ACCEPTANCE OF TENDER:** The CoPT does not bind itself to accept the highest 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.
33. **AWARD OF CONTRACT:** Subject to other satisfactions of tender conditions, the CoPT shall award the Contract to the Tenderer whose offer has been determined to be the highest rate evaluated Tender and is substantially responsive to the Tender. However, Cochin Port Trust does not bind to accept the H1 bid or any bid and reserves the right to reject all or any bid without assigning any reason whatsoever. Cochin Port reserves right to annul the bidding process at any time without assigning any reasons thereof.
34. **LETTER OF ACCEPTANCE (LOA):**
 - i. Prior to the expiration of the period of Tender validity or extended validity, the CoPT shall notify the successful Tenderer, in writing, that his Tender has been accepted (LOA- letter of acceptance). The **contractor shall sign an agreement within 20 days of receipt of the LOA.** Until a formal contract is prepared and executed, the notification of award and form of Tender shall constitute a binding contract. **The contractor must commence the work within 21 days of receipt of the LOA failing which CoPT shall terminate the contract.** The contractor shall also furnish security deposit within 15 days of receipt of LOA.
 - ii. Upon the successful Tenderer's furnishing of the signed agreement form and payment of Security deposit, the CoPT will release the EMD of unsuccessful Tenderer.
35. **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 CoPT shall be written 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.

36. The Tenderer must have valid PAN, GST registration. Copy of the certificate to be submitted.
37. The **security deposit** in respect of this contract; The Contractor shall remit Rs.27,98,112/-,(i.e CoPT's present average monthly income @ Rs.9,32,704x3) towards security deposit, where 50% will be in the form of Bank Guarantee (BG) for 3 years and 50% will be in the form of DD. The total amount thus deposited will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment of any of the terms and conditions of the contract by the Contractor.
38. The successful Tenderer will be required to execute an 'agreement' at his expense on Kerala State Stamp Paper of adequate value in the prescribed departmental form for the due and proper fulfillment of the terms and conditions of the contract within 20 days of receipt of LOA. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summary rejection
39. **Payment terms**

The successful tenderer should remit the price bid amount in 36 equal monthly installments including 18% GST. The successful bidder shall make online RTGS/NEFT payment for each month by 7th of the *immediate* succeeding month. If the 7th day of the immediate succeeding month is declared as a Port holiday or bank holiday, the amount should be remitted immediately in the next working day. Provided that if the tenderer commence the work on any day other than 1st of the month, the amount of that month shall be calculated as proportionate to monthly installment. If the amount is not paid within 7th day of immediate succeeding month, penalty @1.25% of the monthly installment for each day, till date of payment will be levied by CoPT. If the contractor defaults in making monthly payment within 14th day of immediate succeeding month, Notice will be issued by CoPT to the contractor and the contract will stand terminated from the 15th day of the month of default. CoPT is also entitled to deduct any amount including such penalty from the security deposit. GST at applicable rates will be charged on penalty as per rules.

SIGNATURE OF BIDDER

GENERAL CONDITIONS OF CONTRACT

1. **Tender variable**
The Reserve Price of this tender will be Rs.3,35,77,350/- for 36 months.
2. **Security Deposit**
The person whose Tender may be accepted (hereinafter called the CONTRACTOR) shall within 20 days of receipt of the Letter of Acceptance (LOA) of the Tender, sign the contract indicating his acceptance of the terms & conditions. The security deposit in respect of this contract shall be Rs. 27,98,112/- .(Please Refer clause No.37 of instruction to Tenderers). All compensation or other sums of money payable by the Contractor to the Board of Trustees of the Port of Cochin (hereinafter called the Board) under the terms and conditions of the contract may be deducted from the security deposit without notice.
3. The Tenderer shall be liable to remit the cost of Electricity and Water consumed at the toll booths to the Cochin Port Trust periodically.
4. **Penalty Clause** The Contractor shall arrange to man the toll booths and collect toll/parking charges according to the specification described in the schedule within the period specified in the Tender and observe, perform, fulfill and keep all the general and special conditions herein set forth. If the Contractor fails to man the toll booths and collect toll/parking charges as per the terms and conditions of the contract or to remit the monthly installment payable to CoPT on or before the 7th day of immediate succeeding month, penalty @1.25% of the monthly installment for each day till 14th day of immediate succeeding month will be chargeable by CoPT. If the contractor defaults in making monthly payment within 14th day of immediate succeeding month, notice will be issued by CoPT to the contractor and the contract will stand terminated from the 15th day of the month of default. CoPT is also entitled to deduct any amount including such penalty from the security deposit, including recovery of interest and penalty towards non-remittance of ESI/EPF if any in respect of personnel engaged by the contractor. GST at applicable rates will be charged on penalty as per rules.
5. **Termination Clause** . If at any time after the commencement of the work, it is observed that the Contractor is not carrying out the work as per the terms and conditions of the agreement CoPT may terminate the contract by giving 15 days notice. However, either CoPT or the Contractor may terminate the contract by issuing 3 months notice to one another. If the contractor defaults in making monthly payment within 7th day of the immediate succeeding month, notice will be issued by CoPT to the contractor and the contract will stand terminated from the 15th day of default.
6. If Contractor or his employees -break, deface, injure or destroy property belonging to CoPT, it shall be made good at the Contractor's own expenses. The Secretary, Cochin Port Trust, however, reserves the right to make good the same at the cost and expenses of the Contractor by deducting the cost of the same from any amount due, or may become due, to the Contractor or from the Security Deposit.
7. **Subletting** of the contract is not permitted. Subletting of contract will result in termination of contract and forfeiture of Security Deposit.
8. No labour below the age of 18 years shall be employed

9. The Contractor shall pay to every employee engaged by him on the work at a rate not less than the minimum rate of wages fixed by the Kerala Government from time to time under the Minimum Wages Act 1948 and he shall comply with the provisions of the said Act and all the prevailing the Rules as applicable on date.
10. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the Rules framed by the Board/Government from time to time for the protection of health and sanitation arrangements for his workers employed in Cochin Port Trust.
11. In every case in which by virtue of the provision of Section 12, Sub Section (1) of the Employee's Compensation Act, 1923, the Cochin Port Trust Board is obliged to pay compensation, to a workman employed by the Contractor in execution of works, the Board will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Board under Section 12, Sub Section (2) of the said Act, the Board shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Board by the Contractor whether under this contract or otherwise. The Board shall not be bound to contest any claim made against it under section 12, sub section (1) of the said Act except on the written request of the Contractor and upon his giving to the Board full security for all costs for which the Board might become liable in consequence of contesting such claim.
12. On the breach of any terms or conditions of this contract by the Contractor, the Cochin Port Trust shall be entitled to retain the Security deposit, or the balance thereof, that may at that time be remaining and to realize the same as damages and compensation for the said breach, but without prejudice to the right of the Cochin Port Trust to recover any further sums as damages from any sums due or which may become due to the Contractor by the Cochin Port Trust or otherwise.
13. It shall be the responsibility of the Contractor to settle all disputes, which may arise pertaining to the deployment of the labours or during the course of execution of work of toll collection as per the agreement. CoPT shall be indemnified from all such disputes.
14. On completion of the contract, the contractor shall make arrangements to hand over the toll booths/sites and its materials, records etc to authorized representatives of Cochin Port Trust.
15. In calculating the total of each bill, fractions of less than half a rupee shall be disregarded and half a rupee or above shall be reckoned as one rupee.
16. In the event of any dispute arising out of the contract, it is hereby agreed to settle the dispute by mutual discussions/negotiations. In the event of failure of mutual negotiations/discussions , the matter can be referred to arbitration as provided herein below:

Chairman shall appoint a Sole Arbitrator to resolve the dispute and 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 the Arbitration shall be Kochi.

Settlement of Disputes through Conciliation:

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust 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 Trustees of Cochin Port subject to the delegation of powers.

Tenderer's signature with seal

SPECIAL CONDITIONS

1. 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 and submit a copy of the registration certificate to the Port. LOA/Work order shall be issued only to the Contractors who are registered under EPF organization and ESI corporation. The Contractors shall regularly remit - the employer and employee contribution - to the authorities and proof of remittance should be submitted to Port quarterly basis. If not, CoPT would remit the same and the amount so remitted shall be deducted from the Security Deposit.
2. The contractor or his employees should not share information or data related to vehicle movements through the toll gates of CoPT/Toll collection at the Toll gates to a third party without the permission of CoPT. The software developed for toll collection management should have adequate security safeguards to protect data theft. Disclosure of such information without approval of CoPT to others would be considered as breach of terms and conditions and legal action would be initiated against the contractor.
3. The contractor should submit a soft copy of the monthly data related to vehicle movements through the toll gates of Cochin Port Trust/Toll collection at the toll gates every month.
4. The contractor will be fully responsible for the safety of all manpower/hardware & software engaged/installed by him and shall strictly observe all the necessary safety precautions and regulations applicable to the assigned type of work. The Contractor shall arrange to take life insurance coverage and copy of the policies shall be submitted to Port for the personnel employed by him for carrying out the work and equipments. The Contractor should check the equipments installed for the toll collection purposes to ensure safety of his personnel and property. The Cochin Port Trust shall not be held responsible for any accidents occurred at the toll booths/during the course of toll collections leading to loss of life, disability of permanent or temporary nature and also for loss or damage to equipments and property of the contractor/manpower employed by the contractor/or any third party. The software in operational format including the toll collection data should be transferred to CoPT on completion of the contract period with required password and authentications.
5. The Contractor shall agree to observe, perform, fulfill and keep all the covenants, stipulations, or in defaults to forfeit and pay to the Board of Trustees of Cochin Port Trust or their permitted assignees the sum of money mentioned in the said conditions.
6. Contractor shall indemnify Cochin Port Trust for all loss caused to it by any Act/omission of contractor or his men including from 3rd party claims.
7. The toll/parking charges may be revised by the TAMP in every three years. The last revision was effected from 29.11.2019 and the same is due for revision in the year 2022. If the TAMP or other competent authority revises the Toll Charges/Parking fee during the contract period, the contractor should remit the proportionate percentage (%) of the increase in Toll charges/parking fees for the remaining period of contract.

8. The amount shall be paid by the contractor in 36 equal monthly installments and the payments shall be made by 7th working day of the immediate **succeeding month** with effect from the commencement of contract/taking over of the work.
9. The Contractor shall comply and observe, perform, fulfill and keep all the general and special conditions herein set forth. The Reserve price of Rs.3,35,77,350/- or the amount quoted by the bidder (whichever is higher) shall be remitted by the successful bidder in 36 equal installments inclusive of GST. If the Contractor fails to man the toll booths and collect toll/parking charges as per the terms and conditions of the contract or fail to remit the monthly instalments payable to CoPT on or before the 7th day of immediate succeeding month, penalty @1.25% of the monthly installment for each day till 14th day of immediate succeeding month will be chargeable by CoPT. If the contractor defaults in making monthly payment within 14th day of immediate succeeding month, notice will be issued by Cochin Port Trust to the contractor and the contract will stand terminated from the 15th day of the month of default. CoPT is also entitled to deduct any amount including such penalty from the security deposit, including recovery of interest and penalty towards non-remittance of ESI/EPF, if any in respect of personnel engaged by the contractor or any other statutory payment due by the contractor to CoPT. GST at applicable rates will be charged on penalty as per rules.
10. Reply to queries/amendments will be updated within 10 days (i.e. on or before 03.04.2020) of pre-bid meeting.

Tenderer's Signature with seal.

Schedule A
List of Documents –scanned copy -to be submitted online
PART 1 -TECHNICAL BID

Sl.No.	Description of Documents	Remarks
1	Cost of Tender Documents (non refundable) in the form of DD/Bankers Cheque /Or Valid NSIC regn certificate	Yes/No
2	EMD for Rs.3,35,774/- in the form of DD/Bankers cheque Or Valid NSIC regn certificate	Yes/No
3	Tender Document duly filled (except price bid), signed and stamped on all the pages.	Yes/No
4	Undertaking regarding illegal methods for influencing Tender process Annexure-I	Yes/No
5	Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender Annexure-II	Yes/No
6	Undertaking that no changes have been made in the Tender Document downloaded Annexure-III	Yes/No
7	Undertaking that price bid does not contain any techno commercial conditions Annexure-IV	Yes/No
8	Proforma of pre contract integrity pact (Annexure VII)	Yes/No
9	Format of Agreement (Annexure VIII)	
10	Format of Covering Letter (Annexure IX)	
11	Format of Power of Attorney (Annexure X)	
12	Organization Details (Annexure XI)	
13	Average Annual Financial Turnover during the last three Financial years ending 31 st March 2019 shall not be less than Rs 1,00,73,205/- (Rupees One crore seventy three thousand two hundred and five only). . Proof to be submitted duly certified by the Chartered Accountant.(MQC)	
14	Experience of having successfully completed “similar works” as per MQC. (Experience certificate till last day of previous month) Annexure-XII	Yes/No
15	Bank Details Annexure-XIII	
16	The Tenderer must have valid PAN card . Copy to be submitted.	Yes/No
17	The Tenderer must have valid GST registration. Copy of the certificate to be submitted.	Yes/No
18	Certified copy of partnership deed & Registration certificate, if necessary	Yes/No
19	Articles of Association, Memorandum of Association, if necessary	Yes/No
20	ESI Registration Certificate	Yes/No
21	EPF Registration Certificate	Yes/No

Note: All the Documents submitted by the Tenderer online shall be page numbered or properly marked.

Tenderer’s Signature with seal.

Schedule B
PART 2 -PRICE BID

Name of Work: Collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023

Name and address of Tenderer:

Description of work	Reserve Price	Rate Quoted in Figures inclusive of GST	Rate quoted in words inclusive of GST
Collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023	Rs.3,35,77,350/-		
<p>The amount payable towards collection of toll charges/parking fee at the toll booths/areas in Cochin Port Trust specified in the tender for a period of 36 months from the date of commencement of work.</p> <p>The Price is firm and without escalation, except the revision mentioned at SI.No.7 of special conditions. The Tenderer shall write his rates in both figures and words. In case of dispute, the rate in words shall be final. The Tenderer shall make sure that there is no overwriting.</p>			

Please see Website:

www.Tenderwizard.com/CPT

Note: This form shall be filled in the MS-EXCEL format as uploaded in the website.

Website: www.Tenderwizard.com/CPT

(PROFORMA OF UNDERTAKING)

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

The Secretary,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No. so as to influence the Tender process and have not committed any offence in connection with the Tender.

Yours faithfully,

Signature

Name & Designation :

(PROFORMA OF DISCLOSURE OF PAYMENT)
MADE / PROPOSED TO BE MADE TO THE INTERMEDIARIES IN
CONNECTION WITH THE TENDER

To

The Secretary,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the
Tender No

1. _____ to Mr./Ms./Messrs _____

_____ (Name and Address)

2. _____ to Mr./Ms./Messrs _____

_____ (Name and Address)

3. _____ to Mr./Ms./Messrs _____

_____ (Name and Address)

Yours faithfully,

Signature

Name & Designation

Note: In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.

(PROFORMA OF UNDERTAKING)

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

To

The Secretary,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/We.....

.....

.....do hereby confirm that no changes have been made in the Tender Document
downloaded and submitted by us for the Tender No

Yours faithfully,

Signature

Name & Designation

(PROFORMA OF UNDERTAKING)

THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

To

The Secretary,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/We.....
.....do hereby confirm that PRICE
BID of the Tender submitted by us for the Tender No. do not
contain any condition/counter conditions.

Yours faithfully,

Signature

Name & Designation

List of Categories Exempted from the Payment of Toll Charges

1. Office of the Commissioner of Customs, Willingdon island
2. Office of the Commissioner Central Excise
3. Port Health Organisation, Willingdon Island
4. Mercantile Marine Department, Willingdon Island
5. Office of the Commissioner of Income Tax
6. Inspectorate of Dock Safety, Willingdon Island

7. Plant Quarantine Station, Willindon Island
8. Office of the Regional Labour Commissioner (Central)
9. Office of Sea Port Immigration, Willingdon Island
10. Office of Assistant Labour Officer, Govt. of Kerala, Kochi 1st Circle.
11. All Trustees of the Board of Cochin Port, all Port employees and all Port Pensioners, CoPT employees working in ISRF of Cochin Shipyard Ltd., family members of Port employees who are residing at Port quarters in W/Island.
12. All CISF personnel of CISF CoPT Unit and their family members.
13. Navy, Coast Guard personnel on duty in Port area.



Cochin Port Trust
AN ISO 9001:2008 PORT

**SCALE OF RATES
&**

Performance Standards

**VESSEL & CARGO RELATED W.E.F. 29.11.2019
(CHAPTER I TO VII)**

**ESTATE RENTALS W.E.F. 21.08.2016
(CHAPTER VIII)**

7.10. Vehicle parking fee inside Port premises

(Rate in ₹)

Sl. No.	Duration	Up to eight (8) hours	For every hour thereafter
1.	20 ft container Trailer/ Commercial Trucks including Tippers, Tankers and pick up vans	Free	12
2.	Tourist vans and buses	Free	12
3.	40 ft container Trailer	Free	18

7.11. Toll Charges

(Rate in ₹)

Sl. No.	Type of Vehicle	Daily	Monthly	Quarterly	Half yearly	Yearly
1	Two wheelers	4	60	120	240	360
2	Three wheelers	6	90	180	360	720
3	Four wheelers	12	300	600	720	1080
4	Tourist Vehicles					
	- Travellers/ Vans/Mini Bus	60	360	600	960	1680
	-Buses	120	-	-	-	-
5	Buses (both public/ private)	18	360	540	1080	1800
6	Lorries including tankers					
	Up to 6 wheels	24	360	540	1080	1800
	More than 6 wheels	60	480	720	1440	2400
7	Prime Movers & Chassis					
	20'	60	480	720	1440	2400
	40'	72	600	900	1800	2700
8	Cranes, Pay loaders Bull dozers, Excavators etc.	72	600	900	1800	2700

'E-Tender for collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023'

PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of 20....., between, on one hand, the Board of Trustees of Cochin Port Trust acting through Shri., (Designation of the Officer), Cochin Port Trust (hereinafter called the 'BUYER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited Bids "E-Tender for collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 36 months during 2020-2023" (hereinafter collection of Toll and Parking charges") and the BIDDER/SELLER is submitting his Bid for the collection of Toll and Parking charges and WHEREAS the BIDDER is a Private Limited Company/Public Limited Company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter/ JV/Consortium and the 'BUYER/ EMPLOYER' is Cochin Port Trust.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/ EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the 'BUYER/ EMPLOYER'

1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the Bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all 'for collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island' for a period of 36 months during 2020-2023'.

BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

2 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' connected directly or indirectly with the Bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this Bid/contract.

2.5* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or

intends to make to officials of the 'BUYER/EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the Bidding process, Bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/ EMPLOYER' has financial interest/stake in the Bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

3. Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (to be specified in Bid Document) as Earnest Money, with the 'BUYER/ EMPLOYER' through any of the following instruments:

- (i) Bank Draft or a Pay Order or Banker's Cheque in favour of the FA & CAO, CoPT.
- (ii) Any other mode or through any other instrument (to be specified in the Bid Document).

4.2 The Earnest Money shall be valid upto a period of 148 days from the Bid Due Date.

4.3 In case of the successful BIDDER, a Performance Guarantee in the form of Bank Guarantee valid till 30 days after the end of defect liability period or any other mode or through any other instrument (to be specified in the Bid Document) will also be furnished to the BUYER/ EMPLOYER within 21 days of Letter of Acceptance of the Bid by the 'BUYER/ EMPLOYER'.

4.4 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.5 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(v) To debar the BIDDER from participating in future Bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'

(vi) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(vii) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The 'BUYER/ EMPLOYER' will be entitled to take all or any of the actions mentioned at para 5.1(i) to (vii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the 'BUYER/ EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/ EMPLOYER', if the contract has already been concluded.

7. Independent Monitors

7.1 The 'BUYER/ EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Shri. P R Ravikumar, IRS (Retd.),
Akshath, No.84, First Avenue,
Kumaranasan Nagar,
Elamkulam (PO),
Ernakulam – 682020.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/Bidding, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/ EMPLOYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/ EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub Contractors.

The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SubContractor(s) with confidentiality.

7.7 The BUYER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the BUYER/ EMPLOYER

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an Agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at on

BUYER/ EMPLOYER BIDDER

Name of the Officer. CHIEF EXECUTIVE OFFICER

Designation

Dept./Ministry/PSU

Witness Witness

1. 1.....

2. 2.....

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign Bidders.

FORM OF AGREEMENT

AGREEMENT No. ... of 20... -

AGREEMENT FOR THE WORK OF COLLECTION OF TOLL AND PARKING CHARGES FOR THE USE OF PORT OWNED ROADS IN WILLINGDON ISLAND FOR A PERIOD OF 36 MONTHS DURING 2020-2023'

THIS AGREEMENT IS MADE on this day of BETWEEN THE BOARD OF TRUSTEES OF COCHIN PORT TRUST, a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682009 represented by its *Secretary/Sr. Deputy Secretary/Deputy Secretary Smt..... D/o aged years residing at Village Taluk District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. represented by Shri. aged S/o residing at Village Taluk District (hereinafter referred as "Contractor" which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for vide Tender Notice Date and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the Tender Document.

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

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

- (1) The tender submitted by the Contractor for execution for the Board, of the Work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedules attached hereto and in accordance in all respects specified in General Information, Instruction to the Tenderers, General condition of Contract & Special Condition of Contract provided for and in all other respects in accordance with such conditions is accepted.
- (2) It is mutually understood and agreed that, notwithstanding that the Works has been sectioned, every part of it shall be deemed to be and part shall be read with it or into it.
- (3) The Contractor agreed to abide by and fulfill all the terms and provisions of the said Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
- (4) The sum of Rs.27,98,112/- [Rupees Twenty Seven Lakhs Ninety Eight Thousand One Hundred and Twelve only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port Trust as Security Deposit in respect of this contract shall be remitted Rs.27,98,112/-,(i.e CoPT's present average monthly income @ Rs.9,32,704 x 3) wherein 50% will be in the form of Bank Guarantee (BG) for 3 years and 50% will be in the form of DD. The total amount thus deposited will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment of any of the terms and conditions

of the contract by the Contractor, without prejudice to any other rights or remedies if the Contractor fail to commence the Work specified in underwritten memorandum, the full amount of security deposit specified in underwritten memorandum of Rs. Rs.27,98,112/- shall be retained by the Board.

- (5) It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement
- (a) The Letter of Acceptance
 - (b) Letters exchanged between the Employer and the Bidder upto the issue of Letter of Acceptance as separately listed and annexed here to.
 - (c) Replies to Pre Bid Queries and Amendments issued, if any.

M E M O R A N D U M

- a) General description of Work : **for collection of Toll and Parking charges for the use of Port owned roads /areas in Willingdon Island for a period of 36 months during 2020-2023**
- b) Estimated cost : Rs.3,35,77,350/-
- c) Tendered cost : Rs.
- d) Earnest Money Deposit : Rs. 3,35,774/-
- e) Security Deposit : Security Deposit in respect of this contract shall be remitted Rs.27,98,112/-,(i.e.CoPT's present average monthly income @ Rs.9,32,704 x 3) wherein 50% will be in the form of Bank Guarantee (BG) for 3 years and 50% will be in the form of DD.
- f) Time allowed for signing of agreement : 20 days from receipt of Letter of Acceptance.
- g) Time allowed for furnish of Security Deposit. : 15 days of receipt of Letter of Acceptance.
- h) Time allowed for the commencement of Work : Within 21 days of receipt of Letter of Acceptance.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of the Board of Trustees of COCHIN PORT TRUST, the *Secretary/Sr.Deputy Secretary/Deputy Secretary has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

*(Retain only the authority signing the Agreement)

Signed, sealed and delivered

By Shri.....

of M/s.....

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :
1) Signature with address :
2) Signature with address :

Signed, sealed and delivered by the
* Secretary/Sr.Deputy Secretary/Deputy Secretary,
Cochin Port Trust on behalf of Board of
Trustees of Port of Cochin.

EMPLOYER

Signed and affixed the common seal of
Board of Trustees of the Port of Cochin
In the presence of

1)

2)

*(Retain only the authority signing the Agreement)

COCHIN PORT TRUST

COLLECTION OF TOLL AND PARKING CHARGES FOR THE USE OF PORT OWNED
ROADS IN WILLINGDON ISLAND FOR A PERIOD OF
36 MONTHS DURING 2020-2023'

LETTER OF SUBMISSION - COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)

Date :

To

The Secretary,
Cochin Port Trust.

Sir,

Sub: Collection of toll and parking charges for the use of port owned roads in
Willingdon Island for a period of 36 months during 2020-2023'

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

We are submitting our Bid enclosing the documents as per Schedule A of the Bid
Document for your evaluation.

**We also certify that further Bid related communication can be sent to the
following e-mail IDs by CoPT:**

(i)

(ii)

(furnish two nos. current active email addresses)

SIGNATURE OF BIDDER

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

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

To

The Secretary
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....
do hereby confirm that Mr./Ms./Messrs..... [Insert
Name and Address], whose signature is given below, is /are authorized to represent us to
bid, negotiate and conclude the Agreement on our behalf with you against Tender for
“Collection of toll and parking charges for the use of port owned roads in Willingdon
Island for a period of 36 months during 2020-2023’- Tender No.D3/Out
Sourcing/Ekm/Matt. Toll Gate/2020-S Date:10.03.2020.

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

Signature of the authorized person :

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

COCHIN PORT TRUST

ORGANIZATION DETAILS

- 1) Name of the Applicant :
- 2) Name of the Owner :
- 3) Address :
- 4) Telephone No. :
- 5) E-mail id [2 nos.] :
- 6) Fax No. :
- 7) Description of Applicant :
- 8) Name and address of bankers :
- 9) Number of years of experience as a Contractor :- :
- 10) Name and Address of partners or associated companies to be involved in the project and whether Parent/ Subsidiary/other :
- 11) Name and address of the companies/ Sub-Contractors who will be involved in the execution of Works, namely: :
- 12) Attach organization chart showing the structure of the company including names of Directors/

SIGNATURE OF BIDDER

COCHIN PORT TRUST

**COLLECTION OF TOLL AND PARKING CHARGES FOR THE USE OF PORT OWNED
ROADS IN WILLINGDON ISLAND FOR A PERIOD OF
36 MONTHS DURING 2020-2023**

**DETAILS OF PAST EXPERIENCE OF BIDDERS FOR SIMILAR WORKS FOR
MINIMUM QUALIFICATION CRITERIA (MQC)**

Sl. No.	Name & Location of Project	Owner's Complete address including Telefax No. with contact Person	Value of Contract	Duration of Contract			Reference No. & Date of letter of intent & experience/ Qualification certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date	
1	2	3	4	5	6	7	9
1	Name: Location:	Address: Telefax No. Contact person: Mobile No.					Letter of Intent No. & date: Completion Certificate No. & date:
2	Name: Location:	Address: Telefax No. Contact person: Mobile No.					Letter of Intent No. & date: Completion Certificate No. & date:
3	Name: Location:	Address: Telefax No. Contact person: Mobile No.					Letter of Intent No. & date: Completion Certificate No. & date:

Note:

Bidder to enclose Completion Certificate issued by owner, certified by a Notary Public or equivalent certifying authority.

SIGNATURE OF BIDDER

COCHIN PORT TRUST

**COLLECTION OF TOLL AND PARKING CHARGES FOR THE USE OF PORT
OWNED ROADS IN WILLINGDON ISLAND FOR A PERIOD OF 36 MONTHS DURING
2020-2023**

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/ e-mail id [2 nos]/ Fax No. of the beneficiary	Telephone :
		Mobile :
		e-mail id [2 nos. mandatory]: (i) (ii)
		Fax :
8	Enclose Cancelled Cheque	(Enclosed / Not Enclosed)

SIGNATURE OF BIDDER