



## **COCHIN PORT AUTHORITY**

### **Notice Inviting Tender**

Cochin Port Authority desire to invite tenders through GeM Portal from Tourist car operators / Travel agencies for “Rate contract for the hiring of various type of vehicles with driver and fuel on daily rent basis as and when required by Cochin Port Authority for a period of one year from the date of award of contract”. Bidders, who fulfill the Minimum Qualification Criteria and other conditions mentioned in the tender, may submit their bids through GeM Portal on or before date and time of submission given in the Portal.

1. **Minimum Qualification Criteria:** Tenderer shall fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:

1.1. The bidder should have experience of having successfully completed similar works during last 7 years ending on 30.11.2022 as follows:

1.1.1. Three similar works each costing not less than Rs. 3,32,320/-.

1.1.2. Two similar works each costing not less than Rs. 4,15,400/-.

1.1.3. One similar work costing not less than Rs. 6,64,640/-.

1.2. The Average Annual Financial Turnover during last three years ending 31.03.2022 should be Rs. 2,49,240/-.

2. Similar works means supply of vehicles on hire basis to any State / Central Govt. / PSU or reputed private firms.

3. The tenderer should submit the following documents along with the tender to prove the MQC:

3.1. Self-attested / Notarized copies of Work Order / Contract Agreement / Lease Agreement and certificate of satisfactory completion (at least for one year) issued by the Client in support of contracts having been executed as proof.

3.2. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2019-20, 2020-21 and 2021-22) and audited financial statements for the above three financial years.

4. The bidders who have successfully completed at least one year of ongoing contracts for similar works as on 30.11.2022 and the value of the completed portion of the contract is meeting the criteria specified under Clause 1.1 above, will be considered based on the documentary proof issued by the clients.

5. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

<b>Year before</b>	<b>Multiplying factor</b>
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

6. The experience certificate of contracts executed in private sectors/organizations shall be

considered for qualification, on submission of TDS certificate.

7. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
8. The bidder shall pay an amount of Rs. 8,300/- towards EMD in the form of Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi, from any Commercial Bank and the copy of document for payment of EMD shall be sent to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009 by e-mil minimum three days in advance, before the opening date and time of the tender. Scanned copy of the payment document shall be submitted along with the tender in GeM also. Tenders without submitting documents as above, will be liable for rejection.

9. Bank Details of Cochin Port Authority are given below:-

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

10. Exemption from the payment of EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017. The tenderer shall submit copy of NSIC / MSME / UAM certificates along with the tender for claiming exemption from the payment of EMD.
11. The undersigned reserves the right to reject / cancel / postpone / annul the tenders at any stage of the tender, which will be binding on all bidders.

**Sd/-**  
**Chief Mechanical Engineer**

## Instructions to Tenderers

1. Cochin Port Authority desire to invite tenders through GeM Portal from Tourist car operators / Travel agencies for **Rate contract for the hiring of various type of vehicles with driver and fuel on daily rent basis as and when required by Cochin Port Authority for a period of one year from the date of award of contract**". Bidders, who fulfill the Minimum Qualification Criteria and other conditions mentioned in the tender may submit their bids through GeM Portal on or before the date and time of submission given in the Portal.
2. Minimum Qualification Criteria: Tenderer shall fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:
  - 2.1. The bidder should have experience of having successfully completed similar works during last 7 years ending on 30.11.2022 as follows:
    - 2.1.1. Three similar works each costing not less than Rs. 3,32,320/-.
    - 2.1.2. Two similar works each costing not less than Rs. 4,15,400/-.
    - 2.1.3. One similar work costing not less than Rs. 6,64,640/-.
  - 2.2. The Average Annual Financial Turnover during last three years ending 31.03.2022 should be Rs. 2,49,240/-.
3. Similar works means supply of vehicles on hire basis to any State / Central Govt. / PSU or reputed private firms.
4. The tenderer should submit the following documents along with the tender to prove the MQC:
  - 4.1. Self-attested / Notarized copies of Work Order / Contract Agreement / Lease Agreement and certificate of satisfactory completion (at least for one year) issued by the Client in support of contracts having been executed as proof.
  - 4.2. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2019-20, 2020-21 and 2021-22) and audited financial statements for the above three financial years.
5. The bidders who have successfully completed at least one year of ongoing contracts for similar works as on 30.11.2022 and the value of the completed portion of the contract is meeting the criteria specified under Clause 2.1 above, will be considered based on documentary proof issued by the clients.
6. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

<b>Year before</b>	<b>Multiplying factor</b>
One year	1.07
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7. The experience certificate of contracts executed in private sectors / organizations shall be considered for qualification, on submission of TDS certificate.
8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
9. The bidder shall pay an amount of Rs. 8,300/- towards EMD in the form of Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority, payable at

Kochi, from any Commercial Bank and the copy of document for payment of EMD shall be sent to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009 by e-mil minimum three days in advance, before the opening date and time of the tender. Scanned copy of the payment document shall be submitted along with the tender in GeM also. Tenders without submitting documents as above, will be liable for rejection.

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12. The tenderer shall submit copy of GST Registration Certificate, PAN Card and Bank details along with the tender.
13. LoA will be placed on the overall L1 bidder for all the category of vehicles.
14. Performance Security / Security Deposit: The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:
  - 15.1. Account Payee Demand Draft / Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Authority.
  - 15.2. An irrevocable and unconditional Bank Guarantee as per Annexure-1 of tender document, from a Commercial Bank.
  - 15.3. On-line payment to the Bank Account of Cochin Port Authority indicated in Clause No. 9 of Notice Inviting Tender.
  - 15.4. The value of Security Deposit shall be equivalent to 3% of the total contract value rounded-off to the nearest Rs. 1000/- up to 31.03.2023 and 10% of the total contract value after 01.04.2023.
  - 15.5. 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.
  - 15.6. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
  - 15.7. 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.
  - 15.8. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages.
15. Signing of Agreement: The successful tenderer will be required to execute an Agreement as per Annexure-2, at his expense within 21 (twenty one) days from the date of Letter of

Acceptance (LoA), on proper value Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by Cochin Port Authority together with addendum/corrigendum, bid clarification and all correspondences exchanged between Cochin Port Authority and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

1. Definitions: In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
  - 1.1. “Approved” or “Approval” shall mean approval in writing.
  - 1.2. “Bidder / Tenderer” means the person or persons, firm, Corporation, or Company who submits a Bid / Tender for the subject work.
  - 1.3. “Contractor” means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
  - 1.4. “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - 1.5. “Contract Documents” means the documents listed in the contract agreement, including any amendments thereto.
  - 1.6. “Contract Price” means the hire charges payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - 1.7. “Chief Mechanical Engineer” shall mean the Chief Mechanical Engineer of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.
  - 1.8. “Day” shall mean English Calendar Day.
  - 1.9. Employer / Cochin Port Authority / CoPA / Port / Board” means Board of Trustees of Cochin Port, a body corporate under the Major Port Authority Act 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Chief Mechanical Engineer or any other officers so nominated by the Board.
  - 1.10. “GCC” means the General Conditions of Contract.
  - 1.11. “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.
  - 1.12. “Month” shall mean English Calendar Month.
  - 1.13. “Engineer”/ “Officer in-Charge” means Employee of Employer or any other person or firm, nominated by the Employer.
  - 1.14. “Specifications” means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be made from time to time, be furnished or approved in writing by the Employer.
  - 1.15. The “Schedule” shall mean the schedule or Schedules attached to the specifications.
  - 1.16. “Tender” means the offer of the Contractor along with all other relevant documents as referred to in the contract.
  - 1.17. “Work” shall mean operation of commercially registered Mahindra Bolero vehicle for three years on hire basis for Cochin Port Authority.
2. Period of contract: The period of contract for hiring of vehicle is one year from the date of issuing LoA.
3. The contractor shall ensure that the vehicles supplied are in very good and roadworthy condition. In case of breakdown of the vehicle or vehicle is not available due to any other reason, relief vehicle shall be deployed by the contractor to continue trips, with a vehicle of same capacity and in good condition so that services of the vehicles will not be affected.
4. Cochin Port Authority reserves the right to check the correctness of the odometer before

putting any vehicle into service and on completion of the service. Cochin Port Authority also reserves the right to terminate the contract if false claims are made on the basis of fabrication of odometer is detected.

5. The vehicle provided by the contractor shall be having all valid Road Tax, Insurance, Pollution control, Fitness and Permit certificates. All formalities connected with the plying of the vehicles shall be complied by the contractor and Cochin Port Authority does not accept any responsibility towards licenses, taxes, insurance and permits etc. These documents should be submitted on demand to Cochin Port Authority by the contractor.
6. The contractor shall comply with all Act or by any regulations or bye-law of any local or other public authority and shall pay and indemnify the Cochin Port Authority if necessary against any fees or charges recovered from them under such Act, regulation or bye-law.
7. The daily hire rate of the vehicles accepted by Cochin Port Authority shall remain fixed during the entire contract period. No variation in diesel price will be taken into consideration during the entire contract period.
8. Drivers engaged by the contractor shall hold valid license required under law. The drivers, apart from being technically competent, medically fit and should be very polite to the travelling Officers and authorized personnel, and reasonably smart. The driver of the vehicle should be provided with clean and white uniform. He should be provided with mobile phone, charges of which shall be borne by the contractor. Drivers deployed shall abide by all the statutory requirements / rules and regulations of Motor Vehicle Act.
9. Payment terms: Invoice shall be submitted on completion of the trip to the respective departments of Cochin Port where the vehicle is deployed. The invoice shall be accompanied by the original log sheets of the vehicle for the trip duly certified by the authorized official of the concerned department of Cochin Port Authority. Details of extra payments claimed on account of extra kilometers or extra hours of deployment of vehicle, if applicable for the trip should be separately shown in the invoice. Payment will be made by Cochin Port Authority within 30 days from the date of submission of invoice and all other documents, clear in all respects. Deductions, if any applicable as per the terms of the contracts will be made by Cochin Port Authority while releasing the payment to the contractor. Re-imburement of parking charges will be paid by Cochin Port Authority on production of original receipts along with the bills duly certified by the officer travelling in the vehicle. The vehicle should be provided with FASTag at the cost of the contractor.
10. Taxes & Duties:
  - 10.1. The Contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Work. The Contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. The contractor is also bound to pay any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes and Duties.
  - 10.2. GST for the service provided will be paid extra by the Port. The GST applicable as per law can be billed on the Cochin Port Authority, which will be paid to the Contractor by Cochin Port Authority along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected.
  - 10.3. The following are also to be considered while claiming payment towards GST:
    - 10.3.1. Invoice in specific format should be provided by the Contractor for every payment.
    - 10.3.2. GST Registration Number of Cochin Port Authority and the Contractor is to be clearly mentioned with all the bills.
    - 10.3.3. Invoice should be attached along with the running bills.
    - 10.3.4. The Contractor shall comply all the GST regulations, viz.; timely uploading of

invoices and issue of debit / credit notes.

10.3.5. Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Cochin Port Authority will result rejection of his / their tender.

10.3.6. While releasing payment, applicable deductions from the bills will be made by Cochin Port Authority towards statutory taxes as per the rules, prevailing in force at the time of payment.

11. Termination of contract:

11.1. Cochin Port Authority reserves the right to terminate the contract, if the contractor fails to supply vehicles within the period(s) specified in the contract or any extension thereof granted by Cochin Port Authority.

11.2. Cochin Port Authority reserves the right to terminate the contract by giving 3 (three) weeks' notice to the Contractor, in case of a breach of agreement.

11.3. Cochin Port Authority reserves the right to terminate the contract by giving 3 (three) weeks' notice to the Contractor, If the contractor, in the judgment of Cochin Port Authority, has engaged in fraud and corruption, in competing for or in executing the contract.

11.4. The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.

11.5. During the tenure of the contract, if any unsatisfactory service including continuous breakdown happens repeatedly and the Contractor fails to provide alternate vehicle in the specified time i.e., more than thrice in a month, Cochin Port Authority reserves the right to terminate the contract by giving three weeks' notice to the contractor and to operate the contract for the balance period through other agencies at the risk and cost of the contractor. The Security Deposit will be forfeited on termination of contract on the default of the contractor.

11.6. Cochin Port Authority reserves the right to terminate the contract without assigning any reason by giving 45 days notice in writing by fax / Registered post to the Contractor.

**Proforma of Bank Guarantee for Performance Guarantee / Security Deposit**

*(To be executed on non-judicial Stamp Paper of appropriate value)*

*[The bank, as requested by the successful tenderer, shall fill in this form in accordance with the instructions indicated]*

In consideration of the Board of Trustees of the Port of Cochin, incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Cochin Port Authority, its successors and assigns) having agreed to exempt (Name of the Contractor/s) (hereinafter called the "Contractor") from the demand under the terms and conditions of the Contract, vide Chief Mechanical Engineer's letter No. dated ----- made between the Contractors and the Board for execution of Bank Guarantee covered under Tender No. ----- dated ----- (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. ----- (Rupees ----- only) we, the (Name of the Bank and Address) (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. ----- (Rupees ----- - only) against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

We, (Name of Bank and Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. 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 any amount not exceeding Rs. ----- (Rupees ----- only).

We, (Name of Bank and Name of Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(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 Contractor(s) shall have no claim against us for making such payment.

We, (Name of Bank and Name of Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer, Cochin Port Authority of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

We, (Name of Bank and Name of Branch), further agree with the Board that the Board 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 contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors 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 Contractor(s).

It is also hereby agreed that the Courts in Ernakulam would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, (Name of Bank and Name of Branch), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- only);

This Bank Guarantee shall be valid up to -----; and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee).

Date:

Place:

For (Name of Bank)

(Name)

Signature

**Form of Agreement**

**Agreement No. ... of .....**

Agreement for “Rate contract for the hiring of various type of vehicles with driver and fuel on daily rent basis as and when required by Cochin Port Authority for a period of one year from the date of award of contract”.

This agreement is made on this day ---- of ----- between the Board of Trustees of Cochin Port Authority commonly known as Cochin Port Authority, a body corporate under the Major Port Authority Act, 2021 having office at Willingdon Island, Cochin, 682009 represented by its Chief Mechanical Engineer Shri. ----, S/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. -----, S/o -----, aged --- years, residing at ----- Village, ---- Taluk, ----- District (hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for ----- vide Tender No. -----dated ----- 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 schedule attached hereto and in accordance in all respects with the conditions of tender document and instructions in writing referred to in the “General Conditions of Contract” and with such materials as are provided for, by 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 supplementary to and complementary of every other part and 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 Conditions of 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. ----- (Rupees ----- only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Cochin Port Authority as Performance Security the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office, if the Contractor fail to commence the work specified in, underwritten memorandum or if the Contractor not deposit the full amount of security deposit specified in, underwritten memorandum otherwise the said sum of Rs. ----- shall be retained by the Board as on account of such security deposit as aforesaid.

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) Bill of Quantities
- (c) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to.

### MEMORANDUM

- a) General description of work : Rate contract for the hiring of various type of vehicles with driver and fuel on as and when required basis on daily rent for Cochin Port Authority.
- b) Earnest Money Deposit : Rs. 8,300/-
- c) Security Deposit : 3% of the total contract value rounded-off to the nearest Rs. 1000/- up to 31.03.2023 and 10% of the total contract value after 01.04.2023.
- d) Date of commencement of service : Within 15 days from the date of LoA.
- e) Contract period : One year from the date of commencement of Contract.
- h) Schedule, specifications and conditions : As per tender document and LoA.

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 AUTHORITY, the CHIEF MECHANICAL ENGINEER has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

Signed, sealed and delivered

By Shri. ----- 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 Chief Mechanical Engineer,  
Cochin Port Authority on behalf of Board of Trustees of

Cochin Port Authority

EMPLOYER

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

1.

2.