

## **COCHIN PORT AUTHORITY**

### **Notice Inviting Tender**

Cochin Port Authority desire to invite tenders through GeM Portal from Tourist car operators / Travel agencies for “Supply of one number commercially registered Mahindra Bolero vehicle with driver and fuel for 24 hours operation with an assured usage of 2500 kms per month on hire basis for three years for the use of CISF personnel deployed at Cochin Port”. Competent tenderers, who fulfill the Minimum Qualification Criteria and other conditions of this tender may submit quotations through GeM Portal as per the GeM Price Schedule on or before the scheduled 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 tenderer should own or have on lease two commercially registered Mahindra Bolero vehicle registered on or after 01.01.2020. The details of these vehicles shall be submitted as per Annexure-1 along with the tender. Copies of ownership, lease holding of vehicles along with copies of Certificate of Registration, Certificate of Fitness, Certificate of Insurance and valid Permit and valid Tax receipt should be produced along with the tender document.
  - 1.2. The bidder should have experience of having successfully completed similar works during last 7 years ending 30.11.2022 as follows:
    - 1.2.1. Three similar works each costing not less than Rs. 10,63,000/-.
    - 1.2.2. Two similar works each costing not less than Rs. 13,28,000/-.
    - 1.2.3. One similar work costing not less than Rs. 21,25,000/-.
  - 1.3. The Average Annual Financial Turnover during last three years ending 31.03.2022 should be Rs. 8,00,000/-.
2. Similar works means: Supply of vehicles on hire basis for a minimum period of one year 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 if value of the completed portion of the contract is meeting the criteria specified under Clause 1.2 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 along with work order and completion certificate.
7. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - 7.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - 7.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
8. The bidder shall pay an amount of Rs. 26,560/- towards EMD in the form of Account Payee Demand Draft / Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi. Copy of document for payment of EMD shall be sent to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009 by e-mail 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 valid NSIC/MSME/ UDYAM certificate along with the tender for claiming exemption from the payment of EMD.
11. The bidder should not have been blacklisted or debarred by any Central Government / State Government / Agency of Central or State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid.
12. 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**  
 Cochin Port Authority  
 Cochin, 682009  
 Tele-Fax No. : 91 - 0484 - 2666639  
 E-mail: cme@cochinport.gov.in

## Instructions to Tenderers

1. Cochin Port Authority desire to invite tenders through GeM Portal from Tourist car operators/ Travel agencies for “Supply of one number commercially registered Mahindra Bolero vehicle with driver and fuel for 24 hours operation with an assured usage of 2500 kms per month on hire basis for three years for the use of CISF personnel deployed at Cochin Port”. Competent tenderers, who fulfill the Minimum Qualification Criteria and other conditions of this tender may submit quotations through GeM Portal as per the GeM Price Schedule on or before the scheduled 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 tenderer should own or have on lease two commercially registered Mahindra Bolero vehicle registered on or after 01.01.2020. The details of these vehicles shall be submitted as per Annexure-1 along with the tender. Copies of ownership, lease holding of vehicles along with copies of Certificate of Registration, Certificate of Fitness, Certificate of Insurance and valid Permit and valid Tax receipt should be produced along with the tender document.
  - 2.2. The bidder should have experience of having successfully completed similar works during last 7 years ending on 30.11.2022 as follows:
    - 2.2.1. Three similar works each costing not less than Rs. 10,63,000/-.
    - 2.2.2. Two similar works each costing not less than Rs. 13,28,000/-
    - 2.2.3. One similar work costing not less than Rs. 21,25,000/-
  - 2.3. The Average Annual Financial Turnover during last three years ending 31.03.2022 should be Rs. 8,00,000/-.
3. Similar works means: Supply of vehicles on hire basis for a minimum period of one year 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:
  - 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.
4. The bidders who have successfully completed one year of ongoing contracts for similar works as on 30.11.2022 and if the value of the completed portion of the contract is meeting the criteria specified under Clause 1.2 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.

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completion certificate.

7. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - 8.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - 8.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
9. The bidder shall pay an amount of Rs. 26,560/- towards EMD in the form of Account Payee Demand Draft / Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi. Copy of document for payment of EMD shall be sent to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009 by e-mail 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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9. 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 valid NSIC/MSME/ UDYAM certificate along with the tender for claiming exemption from the payment of EMD.
10. The bidder should not have been blacklisted or debarred by any Central Government / State Government/ Agency of Central or State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid.
11. The tenderer shall submit copy of GST Registration Certificate, PAN Card and Bank details along with the tender.
12. The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. as amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.
13. 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:
  - 13.1. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit, Receipt from a Commercial Bank, Bank Guarantee from a Commercial bank or online payment in favour of FA&CAO, Cochin Port Authority. On-line payment to be made to the Bank Account of Cochin Port Authority indicated in Clause No. 8 of Notice Inviting Tender. An irrevocable and unconditional Bank Guarantee as per Annexure-2 of tender document, from a Commercial Bank.
  - 13.2. The value of Security Deposit shall be equivalent to 3% of the total contract value for one year rounded-off to the nearest Rs. 1000/- up to 31.03.2023 and 10% of the total contract value for one year rounded-off to the nearest Rs. 1000/- from 01.04.2023 to the end of the contract.
  - 13.3. 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.
- 13.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 13.5. 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.
- 13.6. 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.
14. Signing of Agreement: The successful tenderer will be required to execute an Agreement as per Annexure-3, 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.
15. Fraud and Corrupt Practices:
- 15.1. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of two years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 15.2. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 15.2.1 "corrupt practice" means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (b) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any

- person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- 15.2.2 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 15.2.3 “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- 15.2.4 “undesirable practice” means: (a) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (b) having a Conflict of Interest; and
- 15.2.5 “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **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 three years from the date of commencement of contract.
3. Commencement of service: Service of the vehicle under this contract is to be commenced at Cochin Port within 15 days from the date of LoA. The vehicles putting into service under the contract shall be offered for inspection of Cochin Port Authority and to confirm the tender requirements at least three days before commencement of service. The condition of the vehicle including the operation of the doors, shutters and windows, condition of seats and protection from rain condition of head lights, parking lights, horns

etc., shall be up to the satisfaction of Cochin Port Authority. In the event Cochin Port Authority points out any deviations / non-compliance of the terms and conditions of contract, it will be the responsibility of the contractor to take immediate remedial measures.

4. The vehicle deployed for operation under this contract shall have manufactured and registered on or after 01.01.2020. Documentary evidence along with physical evidence shall be mandatory for the above. The successful contractor shall submit copies of RC book, Insurance / Tax Document, Pollution under Control Certificate for each vehicle, license of drivers, along with originals for verification before commencement of the contract.
5. Alternate vehicle:
  - 5.1. Contractor will not be normally permitted to change the vehicles originally put into service under this contract. In exceptional circumstances, if the Contractor desires to change the original vehicles provided with another substitute vehicles, the same shall be done with the approval of Cochin Port Authority. Such alternate / substitute vehicle shall meet the technical specification given in the tender document and shall satisfy all the other tender conditions.
  - 5.2. Even though the vehicles are hired for normal daily usage, including holidays the tenderer should ensure that the vehicle and driver are made available as per requirement.
  - 5.3. In case the vehicles/drivers has not reported for duty / is not available or is under repairs, it is the responsibility of the contractor to provide alternate arrangements for vehicles / drivers, for attending duty at Cochin Port Authority. The alternate vehicles / drivers should meet with the specifications applicable as per the tender.
6. Penalty: In case of breakdown of the vehicle or vehicle not available due to any other reason, relief vehicle shall be deployed by the contractor to continue the trips within half an hour, with a vehicle of same capacity and in good condition so that the services of the vehicles will not be affected. If there is any delay in providing the spare vehicle in time, Cochin Port Authority has the right to arrange a substitute vehicle of its choice at the risk and cost of the contractor and shall realize all the expenses in this regard from the contractor. In addition, a penalty of Rs. 250/- per day / vehicle, of non-availability of vehicle will be imposed.
7. 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.
8. Replacement / Substitution of the vehicle will also be subject to the prior inspection except during emergencies.
9. Cochin Port Authority reserves the right to check the correctness of the odometer before putting any vehicle into service as well as periodically during the tenure of the contract at the discretion of the Cochin Port Authority. 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.
10. The contractor is liable to pay compensation, as decided by Cochin Port Authority, if any damage is caused to Cochin Port's property during the operation of the vehicle inside Cochin Port Authority. The decision of Cochin Port Authority in this regard shall be final and binding on the contractor.
11. Insurance of the vehicles:
  - 11.1. Insurance of the vehicle, including SRCC (strike, riot and civil commotion) risks and the

risk of passengers travelling in the vehicles should be covered by the contractor to the extent of the liabilities specified in the Motor Vehicles Act. Cochin Port Authority is not liable to pay any compensation to any person/s or property arising out of/during the operation of the vehicles covered under this contract. Third party insurance coverage for any accident of the vehicles inside and outside Cochin Port Authority will be solely to the contractor's responsibility and the Cochin Port Authority shall in no way be liable to pay any compensation to any person/property.

11.2. The vehicle hired by Cochin Port Authority should have valid comprehensive insurance and cover third party risks. The contractor shall take adequate insurance coverage for the vehicle engaged for this contract and Cochin Port Authority, in no way, will be liable for any damages/defects occurring to such vehicle and equipment due to whatever causes.

12. Compliance to the statutory requirements:

12.1. It will be the responsibility of the contractor to arrange necessary statutory approvals from time to time, for running of the vehicles and no liabilities should be pending towards any Government Authorities and Cochin Port Authority shall not be made responsible to pay such liabilities, during the tenure of the contract.

12.2. All formalities connected with the plying of the vehicle 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.

12.3. The vehicle should have valid registration and permits and its driver shall hold valid license required under law. There should not be any pending dues / liabilities towards Govt. / Statutory bodies.

12.4. 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.

12.5. It is the responsibility of the contractor to meet all claims for compensation under Workmen's Compensation Act or under any other law including in respect of accidents or injury or death suffered by workmen engaged by him or passengers or third parties during the period of contract. The contractor alone shall be responsible and liable in respect of claims under the Workmen's Compensation Act and all other Acts aforesaid and the Cochin Port Authority shall not under any circumstances be liable for any such claims. The contractor shall also cover the drivers under ESI/PF as required under the law of all cars operated in Cochin Port Authority under this contract.

12.6. All expenses for the operation of Mahindra Bolero vehicle in Cochin Port Authority during the entire period of contract, including cost of fuel, repair and maintenance charges, other consumable including lube oil, road tax, insurance, salary to the driver, etc., shall be borne by the Contractor. The Contractor is not entitled to claim any increase in hire charges offered by him and accepted by Cochin Port on account of increase in fuel price or on any other account. The accepted daily hire rate for both the categories of vehicles (12 hrs. per day and 24 hrs. per day) is firm during the entire period of three years of contract and not subject to variation.

13. Variation in diesel price: The daily hire rate of the vehicles accepted by Cochin Port Authority shall remain fixed during the entire contract period. However, variation in diesel price will be taken into consideration on quarterly basis and the contractor will be entitled to get additional payment on account of hike in diesel price or recovery of amount on account of decrease in diesel price in the manner detailed below:

13.1. Prevailing market price per litre of diesel at the date of LoA is considered as the base rate of diesel during the entire contract period. No additional payment on account of variation in diesel price will be applicable during the first quarter of the contract.

13.2. Cochin Port Authority will record the market price of diesel as on the first day of all subsequent quarters during the entire contract period. If the variation in diesel price as on the first day of the respective quarter is found to be equal to or more than Rs. 3/- per litre as compared to the originally fixed base rate of diesel, the cost implication on account of increase / decrease will be worked out and paid / deducted as applicable.

13.3. Example 1: If the diesel price as on the first day in a quarter is increased by Rs. 4 than the base rate of diesel fixed in the contract, additional payment over and above the accepted monthly hire charge, will be made to the contractor as follows:

Additional payment on account of increase in diesel price	(Rs. 4 x Total kilometers run in the month / Mileage of vehicle fixed in kilometers per litre)
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13.4. Example 2: If the diesel price as on the first day in a quarter is decreased by Rs. 5 as compared to the base rate of diesel fixed in the contract, recovery will be made from the accepted monthly hire charge of each monthly bill of the respective quarter as follows:

Recovery on account of decrease in diesel price	(Rs. 5 x Total kilometers run in the month / Mileage of vehicle fixed in Kilometers per litre)
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13.5. The base rate for working out the variation in diesel price will remain the same during the entire contract period. If the variation in diesel price on the first day in a quarter is less than Rs. 3/- as compared to the above base rate, no additional payment / recovery would be applicable on account of variation in diesel price during that quarter.

14. Drivers engaged by the contractor:

14.1. Drivers acceptable to Cochin Port Authority only shall be deployed to operate the vehicle covered under this agreement. 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.

14.2. They should be willing to oblige to the instant instructions / directions given by Cochin Port officials. If Cochin Port Authority so desires to change a particular driver, due to any reason, he should be replaced with another acceptable driver within 24 hours. The decision of Cochin Port Authority in this regard shall be final and binding on the contractor.

14.3. The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All disputes or differences between the contractor and his / their employees shall be settled by him/them. The contractor shall maintain proper records / registers as necessary as per rules and submit them at the end of each month and at the time of completion of the job as required by the Contract Labour Regulation and Abolition Act, 1970.

14.4. Drivers deployed shall abide by all the statutory requirements / rules and regulations of Motor Vehicle Act.

15. Payment terms:

15.1. Invoice shall be submitted in duplicate on monthly basis 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 corresponding month duly certified by the authorized official of the concerned department of Cochin Port Authority.

15.2. Details of extra payments claimed on account of extra kilometers of deployment of vehicle, if applicable in the month should be separately shown in the invoice.

15.3. 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.

15.4. 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.

- 15.5.Extra Payment beyond anticipated monthly usage: If the vehicles is utilized by Cochin Port Authority beyond 2500 kilometers in a month (specified anticipated average usage per month of the Vehicle.), extra payment will be made by Cochin Port Authority for the additional Kilometers beyond 2500 kilometers at the rate of Rs. 20/- per kilometer. (e.g. If the vehicle usage in the month was 2600 kilometers, the contractor will be entitled to get additional payment of Rs. 2000/- for that month).
- 15.6.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.
16. Taxes & Duties:
- 16.1.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.
- 16.2.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.
- 16.3.The following are also to be considered while claiming payment towards GST:
- 16.3.1. Invoice in specific format should be provided by the Contractor for every payment.
- 16.3.2. GST Registration Number of Cochin Port Authority and the Contractor is to be clearly mentioned with all the bills.
- 16.3.3. Invoice should be attached along with the running bills.
- 16.3.4. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit / credit notes.
- 16.3.5. 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.
- 16.3.6. 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.
17. Termination of contract:
- 17.1.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.
- 17.2.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.
- 17.3.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.
- 17.4.The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.
- 17.5.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.
- 17.6. 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.
18. Force majeure:
- 18.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.
- 18.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Party claiming to be affected thereby, ( the "Affected Party"), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 18.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 18.4. Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.
- 18.5. The decision of the Employer shall be final and binding in this regard.
- 18.6. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favour.
- 18.7. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
19. Settlement of dispute and Arbitration:
- 19.1. "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 Authority may refer such unresolved disputes or differences to a Conciliation Committee / Council comprising of independent subject experts, set up by the Cochin Port Authority to enable speedy disposal of pending / new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee / Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers."
- 19.2. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 19.3. The venue of the arbitration shall be at Cochin. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by the parties.
20. Governing law: The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken

by the contractor in a Court of Law only in Cochin.

21. Liquidated Damages:

21.1. Except as provided under GCC Force Majeure Clause and Extension of date of commencement of contract Clause, if the Contractor fails to commence the service of the offered vehicle in all respects within 15 days from the date of issuance of Letter of Acceptance (LoA) by the Employer as specified in the contract, the Contractor shall be liable to pay to the Cochin Port Authority as liquidated damages, a sum equivalent to 0.5% of the total contract value for one year, per week of delay subject to a maximum of 10% of the total estimated contract value for one year.

21.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in commencement of service of the vehicles nor prevent the recovery of the said liquidated damages, unless an Extension of date of commencement of contract shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid / recovered as above shall not relieve the Contractor from the obligation to commence the services of the vehicle or from other obligations and liabilities under the contract. In such events as when the Contractor is unable to commence the service of the vehicle for the reasons not attributable to him, he shall apply for grant of extension of date for commencement of contract within 7 days of such occurrence of event and the Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Cochin Port Authority.

22. Extension of date of commencement of contract:-

22.1. If at any time during performance of the contract, the contractor encounter conditions impeding timely commencement of service of the vehicles, pursuant to Date of Commencement of Contract Clause, the contractor shall promptly notify the employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

22.2. Except in case of Force Majeure Clause, a delay by the contractor in commencement of service of vehicles shall render the contractor liable to the imposition of liquidated damages pursuant to Liquidated Damages clause of GCC, unless an extension of time is agreed upon, pursuant to this clause.

23. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

24. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.

25. Employees of board not individually liable: No official or employee of the Board shall in any way be personal bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**Annexure-1**

**Details of Mahindra Bolero vehicle owned / leased by the tenderer**

Tender for “Supply of one number commercially registered Mahindra Bolero vehicle with driver and fuel for 24 hours operation with an assured usage of 2500 kms per month on hire basis for three years for the use of CISF personnel deployed at Cochin Port”.

<b>Sl. No.</b>	<b>Reg. No.</b>	<b>Year of Manufacture (Attach copy of RC)</b>	<b>Kms Run</b>	<b>Own / lease</b>
1				
2				

Signature of the tenderer

**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 “Supply of one number commercially registered Mahindra Bolero vehicle with driver and fuel for 24 hours operation with an assured usage of 2500 kms per month on hire basis for three years for the use of CISF personnel deployed at Cochin Port”.

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 : Supply of one number commercially registered Mahindra Bolero vehicle with driver and fuel for 24 hours operation with an assured usage of 2500 kms per month on hire basis for three years for the use of CISF personnel deployed at Cochin Port.
- b) Earnest Money Deposit : Rs. 26,560/-
- c) Security Deposit : 3% of the total contract value for one year rounded-off to the nearest Rs. 1000/- up to 31.03.2023 and 10% of the total contract value for one year rounded-off to the nearest Rs. 1000/- from 01.04.2023 to the end of the contract.
- d) Date of commencement of service : Within 15 days from the date of LoA.
- e) Contract period : Three years 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.