



**TENDER DOCUMENT
FOR
“TRANSPORT OF EMPTY/LOADED CONTAINERS FROM ICTT
VALLARPADAM TO PORT CFS/ ERNAKULAM WHARF AT WILLINGDON
ISLAND OR VICE - VERSA “**

Tender No : No. A6/F-111/CPCFS/2024
Issue of Tender Document : 19.11.2024 to 04.12.2024
Last Date of Submission : 1400 hrs on 04.12.2024
Bid Opening Date : 1500 hrs on 04.12.2024
Cost of Tender Document : NIL
EMD : Rs.1,00,000/-
Bank Guarantee : Rs.20 lakhs (Rupees Twenty Lakhs only)

**OFFICE OF THE TRAFFIC MANAGER
2ND FLOOR, NEW ADMINISTRATIVE BUILDING,
COCHIN PORT AUTHORITY,
COCHIN 682009
Phone: 0484-2582205, 2582213
Email: anilkumar@cochinport.gov.in**

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1. TENDER NOTICE

- 1.1 Tenders are invited from operators for the “Transport of Empty/Loaded Containers from International Container Transshipment Terminal (ICTT), Vallarpadam to Port Container Freight Station (CFS) / Ernakulam Wharf at Willingdon Island or Vice-Versa for **a period of Two years**.
- 1.2 Tenders should be submitted in sealed cover superscribed “Transport of empty/loaded containers from ICTT Vallarpadam to Port CFS/Ernakulam Wharf at Willingdon Island or vice-versa.
- 1.3 The tender should be submitted in the prescribed form, which can be downloaded from websites- www.cochinport.gov.in .
- 1.4 Cost of the tender document NIL.
- 1.5 Each tender should be mandatorily accompanied by an **Earnest Money Deposit** (EMD) amounting to Rs.1,00,000/- (Rupees one lakh only) through Account Payee Demand Draft/Banker's cheque from a commercial bank in favour of FA&CAO, Cochin Port Authority" encasheable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The Earnest Money Deposit will not carry any interest.
- 1.6 The Earnest Money Deposit shall be placed in a separate sealed envelop marked “EARNEST MONEY DEPOSIT” and shall be enclosed with the tender.
- 1.7 Tenderer/ his authorized representative can be present at the time of opening of the tenders. In the event of a tender being not accepted, the earnest money paid with such unaccepted tender shall be refunded to

the tenderer by the Financial Adviser and Chief Accounts Officer, Cochin Port Authority directly.

- 1.8** 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. Specific rate should be quoted in the schedule and the rate should be written in words as well as in figures. In case, there is difference in rate written in words and figures, rates written in words will be considered as final.
- 1.9** The tenderer shall visit the site and route in order to acquaint himself with the conditions of the route. A tenderer shall be deemed to have full knowledge of all documents and route, whether he has inspected them or not.
- 1.10** The submission of a tender by tenderer implies that he has read this notice and General and Special Terms and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender. No plea or misunderstanding or ignorance or conditions put forth subsequently shall be accepted. The principle of *caveat emptor* (let the buyer be aware) will apply.
- 1.11** The tenderer shall furnish documentary evidence for his eligibility as mentioned in qualifying criteria mentioned in this tender document. Copies of documents shall be attested by him.
- 1.12** Tenders which do not fulfill all or any of the conditions stated in this document or which contain any other condition of any sort including conditional rebates or are incomplete in any respect are liable for rejection.

- 1.13** The successful tenderer will be required to execute an agreement for implementation of the contract during the contract period, at his expense on Kerala State Stamp Paper of Rs.100/- (Rupees One Hundred Only) in the prescribed form consisting of 'The Tender Notice/Rate Tender & Contract of service/ all the documents including additional conditions and specifications, if any, forming the tender as issued at the time of invitation of tender with future modification and acceptance thereof together with any correspondence leading thereto'. The agreement shall be executed within 10 days of receipt of tender acceptance letter from the Port Authority.
- 1.14** In the event of the tenderer, after the issue of the communication of acceptance of offer by the Port Authority, failing/refusing to execute the agreement as 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 amount of the tenderer and upon such an event the Port shall have full right to claim damages thereof either together with or in addition to the condition specified in Bid Security declaration.
- 1.15** The successful tenderer shall furnish irrevocable **Bank Guarantee (BG)** for Rs.20 lakhs (Rupees Twenty Lakhs only), encashable at Cochin, drawn from any Nationalized Bank/ Scheduled Bank in India as per the proforma at Annexure – I, for covering all the risk of loss and damages to the container/content, arising out of the performance of this contract. The BG should be furnished within 15 days of execution of agreement; otherwise will be liable to cancellation of the contract. Cochin Port Authority, in such an event is empowered to award the contract to another bidder.

- 1.16** Upon completion of period of contract, the BG submitted to the Cochin Port Authority will be released after settlement of any dues to the Port Authority.
- 1.17** The service of transport of container shall commence within 5 days of deposit of the Bank Guarantee or from another date allowed by the Cochin Port Authority.
- 1.18** Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 1.19** Liability towards Income Tax/Sales Tax/ KVAT/GST or any other statutory taxes, as per the rules / directions of the concerned Departments, prevailing in force at the time of operation of the service will be discharged by the successful tenderer direct to such authorities. The successful tenderer shall avail the necessary registration before statutory authorities for this purpose.
- 1.20** The right of acceptance of tender will rest with the Traffic Manager, Cochin Port Authority who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason.
- 1.21** Time schedule for various activities in connection with this tender will be as follows:
- 1.21.1** Availability of Tender Document: www.cochinport.gov.in and www.tenders.gov.in. from 19.11.2024 to 04.12.2024.
- 1.21.2** Opening of the bid: 1500 hrs on 04.12.2024.



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1.21.3 Opening of Price Bid of qualified Tenderers: 15:30 hrs on 04.12.2024.

1.22 This tender notice shall form part of the contract.

Sd/-

Traffic Manager

For and on behalf of the Board of Trustees of
Cochin Port Authority

Dated: 19.11.2024

2. GENERAL TERMS & CONDITIONS

- 2.1 Scope of Tender:** Tenders in two cover bidding are invited from eligible Tenderers for the “Transport of Empty/Loaded Containers from International Container Transshipment Terminal (ICTT), Vallarpadam To Port Container Freight Station (CFS) / Ernakulam Wharf at Willingdon Island Or Vice-Versa. Tenders should be submitted in accordance with the Instructions to Tenderers, General Terms & Conditions of Contract and Special Terms & Conditions of Contract as enumerated in this tender document.
- 2.2 Availability of Tender Documents:** The Tender document can be downloaded from the Port’s website www.cochinport.gov.in.
- 2.3 Cost of tender document:** Rs.3360/- including GST, is to be remitted in the form of Account Payee Demand Draft/Banker's cheque from a commercial bank in favour of FA&CAO, Cochin Port Authority" encasheable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects. Cost of tender document will not be refunded. Cost of tender document in the form of Cash/Cheque/ Bank Guarantee will not be accepted. Tenders without cost of tender document will not be accepted.
- 2.4 EMD:** Rs.1,00,000/- is to be remitted in the form of Account Payee Demand Draft/Banker's cheque from a commercial bank in favour of FA & CAO, Cochin Port Authority" encasheable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects. EMD in the form of cash/Cheque/Bank Guarantee will not be accepted. Tender without EMD will not be accepted.
- 2.4.1** The Earnest Money Deposit of unsuccessful tenderers will be refunded on award of contract to the successful tenderer. The EMD of successful tenderer will be refunded on submission of

security deposit as per clause 3.7 and executing agreement as per clause 3.5 of this tender document.

2.4.2 No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.

2.4.3 The **EMD shall be forfeited** under following circumstances:

2.4.3.1 In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 90 days from the last date fixed for receiving the same.

2.4.3.2 Failing to furnish security deposit within the stipulated time, upon award of contract or failing to enter into an agreement with Cochin Port Authority as required in the tender within the stipulated time or within such extended time granted by Cochin Port Authority, the tender shall be liable to be cancelled and EMD shall be forfeited.

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

2.5 Downloaded tender document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped **on all pages** for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed tender document (**including price-bid**) shall be submitted to Traffic Manager, Cochin Port Authority before the scheduled date and time of opening of the bid, failing which the bid will be rejected. Any tender not so complete is liable to be rejected.

- 2.6** The duration of contract shall be for two years from the date of appointment with the option of further extension maximum up to another term of two years, if agreed mutually, on the same rates and the terms & conditions.
- 2.7** The contract shall normally cover movement of Shipping Line designated containers from the International Container Transshipment Terminal (ICTT) to the Cochin Port Container Freight Station (CFS)/Ernakulam Wharf. The movement will be as per indent from Cochin Port Authority. The movements arranged by the importers or their agents will be outside the scope of this contract.
- 2.8** The bidder has to quote his lowest rate for transporting a 20' container from ICTT Vallarpadam to Port CFS/ Ernakulam Wharf at Willingdon Island or vice-versa. The rate for carriage of a 40' container will be 1.5 (one point five) times the rate for carriage of a 20' container. The rate for carriage of a loaded container and empty container of the same dimension will be equal.
- 2.9** It is made clear that during the contract period, Port reserves the right to get the work done by its own arrangement without concurrence of the Contractor in special cases, if situation so warrants.
- 2.10** Port cannot assure or guarantee any volume of work during the contracted period and movement of containers will be at the discretion of Port.
- 2.11** Successful tenderer has to enter into an agreement with CoPA within 10 days of awarding the contract, for implementation of the contract during the contract period.
- 2.12** Contractor shall comply with statutory obligations of State and Central Government, wherever applicable.

- 2.13** The escalation in transport rates quoted shall be indexed to 50% of the hike in fuel prices as on 01.10.2024, on a quarterly basis, subject to such hikes being not less than 10%.
- 2.14** In case of non compliance of any of the terms mentioned in this tender by the Contractor, Port reserves the right to terminate the contract and invoke the Bank Guarantee.
- 2.15** In the event of any dispute or difference arising between the parties to the arrangement in any manner touching the subject matter of agreement, the parties will try to resolve them by amicable settlement. If the dispute is not resolved the same shall be referred to the decision of the sole arbitrator appointed by the parties by mutual consent and binding.
- 2.16** The Contractor shall ensure and vouch for the credentials and good conduct of his employees.
- 2.17** Cochin Port is an International Ship & Port Facility Security (ISPS) Code compliant Port and the Contractor is obliged to comply with the provisions of the code in force and as amended from time to time.
- 2.18** The Contractor shall indemnify Cochin Port Authority for any claim that may arise consequent to loss or damage to the containers or vehicles during their employment for this contract.
- 2.19** The Contractor will be fully responsible for the vehicles to be used on the route and related risks involved.
- 2.20** Negotiation will be held with lowest bidder (LI) only

Minimum Qualification Criteria (MQC):

- 3.1 Technical Capability:** Bidder shall own or possess by way of lease/hire at least 5 container trailers, of adequate capacity to transport laden 20' and 40' containers. The vehicles offered for service must have fitness and third party insurance valid throughout the contract period. The details may be furnished as required in "Table 1".
- 3.2 Financial credibility:** The Tenderer should have valid GST/PAN/ Taxation Index Number/ Service Tax Registration No., whichever is relevant for the conduct of the contract. Copy of PAN/GST allocation letter should be enclosed along with the tender.
- 3.3 Scope of Tender :** The successful bidder shall arrange to receive containers (Laden/empty) from ICTT Vallarpadam within 6 hours from the receipt of indent and transport the same safely to the stacking area at the Port CFS/ Ernakulam Wharf at Willingdon Island within 3 hours on exit at the ICTT gate on proper vehicles (20' or 40' container trailers) or vice-versa duly complying all formalities of Port, SEZ and Customs.
- 3.4** The Contractor can transport the containers either through the inland waterways or road or by a combination of both.
- 3.5** The contract shall be valid for a period of two years from the date of appointment.
- 3.6** The duration of contract shall be extended maximum up to another term of two years, if agreed mutually, on the same rates and the terms & conditions.

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1** The Contractor shall arrange to receive containers (Laden/empty) from ICTT Vallarpadam within 6 (six) hours from the receipt of indent/intimation from Traffic Department and transport the same safely to the stacking area at the Port CFS/Ernakulam Wharf at Willingdon Island or vice versa. The transit time specifications stipulated by the Customs shall be complied with by the Contractor.
- 4.2** The Contractor should record as follows the exit and entry time of each vehicle in the log book as follows:
- 4.2.1** Exit time -Time at which the trailer exit the ICTT/Ernakulam Wharf/Port CFS gate with container.
- 4.2.2** Entry time – Time at which the vehicle is placed inside the CFS or Ernakulam Wharf at Willingdon Island/ICTT for lift off.
- 4.3** The Contractor shall submit the logbook to the authorized officer of CFS/Ernakulam wharf, regularly for due verification.
- 4.4** The **payment** for the transport of the containers from ICTT Vallarpadam to Port CFS/ Ernakulam Wharf at Willingdon Island or vice-versa shall be made by the consignee/agent to the Contractor. For this purpose, the Contractor shall raise an invoice on the consignee/agent. Cochin Port shall neither be responsible in any manner whatsoever nor shall make any payment towards the transport of containers. Cochin Port shall deliver/release the container to the consignee/agent, only after confirmation of the receipt of payment towards transport charges, for the respective container, by the Contractor. The Contractor shall establish

appropriate facilities/arrangement near the CFS for the commercial transaction.

- 4.5** The Contractor shall provide requisite number of trucks/barge well in time i.e. within six hours for which advance indent will be given by CoPA as per the requirement.
- 4.6** Contractor should also ensure that there is no tampering of Container or its seal during transit and deliver the same intact. In the event of any loss or damage, the Contractor shall indemnify and compensate for any loss or claim or for the loss of material at the prevailing market rate and for payment of duty as assessed by the Customs. Such claims shall be recovered from the Contractor from the BG furnished by the Contractor.
- 4.7** The Contractor should undertake to move the given container only and no other stocks/article should be loaded during its designated transit period.
- 4.8** Inability of the Contractor to place the trailers at ICTT/Ernakulam Wharf/Port CFS within 6 (six) hours of intend will be held as failure of service and for such failure, CoPA reserves the right to engage trailers from other sources and difference between contracted and actual rate, if any, and any other incidental expenses including ground rent/demurrage on account of such short coming shall be recovered from the Contractor or adjusted from the Bank Guarantee.

5 SUSPENSION OF SERVICE - If any of the following events shall have happened and/or is continuing, Cochin Port Authority may, by written notice to the Contractor, suspend the service:

- 5.1.1** A violation of any of the conditions mentioned in the Agreement for the performance of this contract shall have occurred on the

part of the Contractor or the persons acting on his behalf or any of his employees.

5.1.2 Any condition which makes it unable for either party by reason of "Force Majeure" as referred below, for successful performance of the contract.

6 TERMINATION OF SERVICE - If any of the following events shall have happened and/or is continuing, Cochin Port Authority may, by written notice to the Contractor, terminate the contract.

6.1.1 Any of the conditions of suspension of service continuing for a period of two weeks after Cochin Port Authority has given the written notice of suspension to the Contractor. If the termination is due to violation in any of the conditions of the contract by the Contractor or the persons acting on his behalf or any of his employees, then the security deposit will be forfeited and further action deemed fit will be initiated against the Contractor.

6.1.2 The parties to the contract may terminate the contract at any time by giving not less than eight weeks prior notice to the other party.

6.1.3 Cochin Port Authority shall be empowered to revoke the suspension of service as and when it feels that the normal operations can be resumed.

7 FORCE MAJEURE

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

of the event, shall be suspended for, as long as the inability continues;

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

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

8 SECURITY DEPOSIT - The successful tenderer shall furnish irrevocable Bank Guarantee for Rs.20 lakhs (Rupees Twenty Lakhs only), enforceable and encashable at Cochin, drawn from any Nationalized Bank/ Scheduled Bank in India, for covering all the risk of loss and damages to the container/content, arising out of the performance of this contract.

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

9 THE CONTRACTOR SHALL FOLLOW/OBSERVE ALL STATUTORY OBLIGATIONS IN THIS REGARD

9.1. The contractor shall with regard to his employees engaged in connection with the work shall observe/follow all statutory obligations applicable including but not limited ESI Act 1948, EPF & MPA Act, Employees compensation Act, Minimum Wages Act and

make payment accordingly. The contractor shall indemnify Cochin Port Authority from any claim arising in this regard.

- 9.2 The contractor shall indemnify Cochin Port Authority from any third party claim arising in connection this agreement. The CoPA shall not be responsible for any act/ negligence of contractor's workmen/contractor

10 LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law and the jurisdiction will be court of law in Ernakulam.

SIGNATURE OF TENDERER

INSTRUCTIONS TO TENDERERS

10.1 LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER SHALL BE:

- 10.1.1 Tender document comprising of tender form, schedule of rate, general terms and conditions, special conditions and tender notice, completely filled, duly signed and seal stamped.
- 10.1.2 Registration certificate of the company and Memorandum and Articles of Association of the company or Partnership deed duly executed Power of Attorney, in the name of tenderer's authorized representative to act on behalf of the tenderer, duly authenticated by a notary public as per Annexure 2.
- 10.1.3 Details of the proposed vehicles to be deployed as per Table-1, together with copies of vehicle documents sought therein.
- 10.1.4 The cost of tender forms in the form of Demand Draft / Banker's Cheque drawn in favour of Financial Adviser and Chief Accounts Officer, Cochin Port Authority.
- 10.1.5 Documentary evidence for ownership/undertaking from the owner of the vehicles about lease/hire of vehicles, to be deployed for the work.
- 10.1.6 Copy of the PAN/GST allotment.
- 10.1.7 At any time prior to the due date for submission of the tender, Traffic Manager may modify the tender documents by the issue of

the addendum. Addendum to the tender shall be hosted in Cochin Port Authority website only.

11 DATE, TIME & PLACE OF SUBMITTING TENDERS

- 11.1 The sealed tenders superscribed with the words “Tender for transport of empty/loaded containers from ICTT, Vallarpadam to Port CFS/ Ernakulam Wharf at Willingdon Island or vice versa” with Tender Number, and Due date should reach the office of the Traffic Manager, Cochin Port Authority, Cochin-682 009, on or before 04th December, 2024 by 1400 Hrs (IST). Tenders can be brought either in person or sent by registered post/courier. Tenders brought in person, should be put in the tender box in Traffic Manager’s office on or before the due date & time specified above. If the tender is sent by registered post / courier, it should reach the Traffic Manager’s office on or before the due date & time specified above.

12 OPENING AND EVALUATION OF TENDERS

Tenders shall be opened at 1430 hrs (IST) on 04th December, 2024 in the Mini Conference Hall, 2nd floor, New Administrative building, Cochin Port Authority in the presence of the tenderers or their representatives as may be present. In case the cost of tender is not deposited or is not in order, the tender will be summarily rejected.

13. GENERAL INSTRUCTIONS

- 13.1 The submission of a tender by tenderer implies that he has read whole tender documents.
- 13.2 Incomplete tenders or tenders not in the prescribed format and with corrections not attested shall be liable for rejection
- 13.3 Cochin Port Authority will not take responsibility for any delay in receipt or non-receipt of the bidding document.
- 13.4 Negotiation will be held with lowest bidder (LI) only
- 13.5 The tenderers shall inspect the site and route, to get acquainted with the site and route to assess and satisfy himself of the difficulties and constraints which may be involved in operation. It will be deemed that prior to the submission of tender, the tenderer has visited the route and has satisfied himself as to the nature of the operation, location and working conditions etc. and that the tenderer has estimated his cost accordingly and the Cochin Port Authority will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer.
- 13.6 The tenderer shall, before submitting the tender, shall discuss with connected agencies and collect all necessary information on his own responsibility for the purpose of quoting for the work. All costs, charges, and expenses that may be incurred for the submission of the tender shall be borne by him and Cochin Port Authority accepts no liability whatsoever thereof. Tenderer shall rely on his own judgment, skill and expertise in all matters connected with the tender and submission thereof. No plea or misunderstanding or ignorance or conditions put forth

subsequently shall be accepted. The principle of *caveat emptor* (let the buyer be aware) will apply.

- 13.7 The tenderer shall make their own arrangements for obtaining all licenses, permits etc, if any that may be required in connection with operating the service.
- 13.8 The tenderer is expected to examine the tender documents including all conditions, specifications, forms etc to furnish the information required in the tender documents. Submission of a tender not conforming to the requirement in every respect is likely for rejection. Offers made subject to additional or alternative conditions also shall not be considered and shall result in the tender being rejected on the grounds of such conditions alone.
- 13.9 The tenderer shall quote his rate for the service in the form given at schedule of rate. The rate shall be written both in figures and words. In case there is a difference in rates written in figures and in words, the rates in words will be considered as final.
- 13.10 The rate quoted shall include all taxes and duties except GST.
- 13.11 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or person duly authorized to sign on behalf of the tenderer. All pages of the tender document shall be initialed by the person signing the tender. The name and position held by the person signing the tender should be typed or printed below the signature.
- 13.12 If there are varying or conflicting provisions made in any document forming part of the contract, Traffic Manager, Cochin Port Authority, Cochin-682 009 shall be the deciding authority with

regard to the intention of the document which will be binding on the tenderer / Contractor.

13.13 Any error in description and, any omissions there from shall not vitiate the contract or release the Contractors from the execution of whole or any part of the service comprised therein according to specifications or from any of his obligations under the contract.

13.14 Tenders received after the time specified for submission shall not be opened.

SIGNATURE OF TENDERER

TENDER FORM**TENDER FORM FOR TRANSPORT OF EMPTY/LOADED CONTAINERS
FROM ICTT VALLARPADAM TO PORT CFS AT WILLINGDON ISLAND OR
VICE-VERSA**

To

The Traffic Manager
Cochin Port Authority
Willingdon Island
Cochin - 682009

Dear Sir,

**Sub: Tender for TRANSPORT OF EMPTY/LOADED CONTAINERS FROM
ICTT VALLARPADAM TO PORT CFS AT WILLINGDON ISLAND OR
VICE-VERSA –reg**

Please refer to your advertisement No.A6/F-111/CPCFS/2024 dtd. 19th November 2024, inviting tenders for transport of Containers from ICTT Vallarpadam to Port CFS at Willingdon Island or vice-versa.

We are pleased to furnish our rate in the enclosed proforma, along with terms and conditions duly signed by us. We have gone through your terms and conditions and we agree to abide by the same.

We have ____ number of container trailers of our own and/or ____ numbers are available with us on lease/hire for transporting the containers, out of which ____ numbers are 40' capacity more fully described in Table 1 attached. We are enclosing an undertaking to the effect from the owner of the hire vehicles.

Our PAN / GST number is _____.

We hereby undertake to execute an agreement for implementation of the contract during the contract period, at our own expense on proper

value Kerala State Stamp Paper within 10 days on receipt of tender acceptance letter.

We undertake to furnish irrevocable Bank Guarantee for Rs.20 lakhs (Rupees Twenty Lakhs only) within 15 days of execution of Agreement, for covering all the risk of loss and damages to the container/content, arising out of the performance of this contract.

We undertake to commence the service of transport of containers within 5 days of deposit of the Bank Guarantee or from another date allowed by the Cochin Port Authority.

Towards the Bid Security, we hereby declare that we will accept suspension of the tender for the time specified in the tender document if we withdraw or modify our bids during the period of validity etc.

We also hereby enclose the following documents with the tender:

- a) Tender document comprising of tender form, schedule of rate, general terms and conditions, special conditions and tender notice, completely filled, duly signed and seal stamped.
- b) Registration Certificate of the company and Memorandum and Articles of Association of the company or Partnership deed.
- c) Duly executed Power of Attorney, in the name of tenderer's authorized representative to act on behalf of the tenderer, duly authenticated by a notary public as per Annexure 2
- d) Details of the proposed vehicles to be deployed as per Table-1, together with copies of vehicle documents sought therein.

- e) Documentary evidence for ownership/undertaking from the owner of the vehicles about lease/hire of vehicles, to be deployed for the work.

- f) Copy of the PAN/GST allotment

Dated theday of 2024.

(NAME, ADDRESS & SEAL OF THE BIDDER)

SCHEDULE OF RATES

Our lowest rate exclusive of all taxes for transporting a twenty foot container from International Container Transshipment Terminal (ICTT) Vallarpadam to Port Container Freight Station (CFS) in willingdon island or vice-versa is given below

Rate Quoted (Rs.):	
In Figures	In Words

We hereby agree that the rate for forty feet container will be 1.5 (one point five) times the rate quoted above.

Seal

Signature of Tenderer

Date

Name and Address of The Tenderer

TABLE - 1**DETAILS OF VEHICLES PROPOSED TO BE DEPLOYED FOR THIS CONTRACT**

Sl. No.	Reg. No. of the Vehicle	Size of the vehicle (20' or 40')	Owners' name and address as per RC book	Whether valid certificate of Insurance, Fitness and Permit available
1	2	3	4	5

Note:

Tenderer to enclose copies of RC book, Insurance, Fitness Certificate and Permit. If the vehicles are on lease or hire, tenderer shall also enclose a letter from the owner of the vehicles expressing readiness to lease/hire to the tenderer.

SIGNATURE OF THE TENDERER

Annexure – I**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

(On stamp paper of value Rs. /-)

1. In consideration of the Board of Trustees of the Cochin Port Trust (hereinafter called the “Cochin Port Authority”) having agreed to exempt _____ (hereinafter called “The Said Contractor(s)”) from the demand, under the terms and condition of an Agreement between Board of Trustees of Cochin Port Authority and _____ for the “transport of empty/loaded containers from ICTT, Vallarpadam to Port CFS at Willingdon Island” as per work order A6/F-111/CPCFS/2024 dated (Letter of Acceptance) and the agreement dated furnished thereto (hereinafter called “the said agreement”) of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.20,00,000/- (Rupees twenty lakhs only). We _____ (Name of Bank) (hereinafter referred to as “the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Cochin Port Authority an amount not exceeding Rs.20,00,000/- (Rupees twenty lakhs only) on demand.

2. We, _____ Bank Ltd., do hereby undertake to pay Rs.20,00,000/- (Rupees twenty lakhs only) the amounts due and payable under this guarantee without any demur, merely on a demand from the Cochin Port Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this

Guarantee shall be restricted to an amount not exceeding Rs.20,00,000/- (Rupees twenty lakhs only)

3. We, _____ Bank Ltd., do hereby undertake to pay to the Cochin Port Authority 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.
4. We, _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Cochin Port Authority under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Traffic Manager on behalf of the Cochin Port Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.
5. We, _____ Bank Ltd., further agrees with the Cochin Port Authority that the Cochin Port Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Cochin Port Authority against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall

not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or by any such matter or things whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, _____ Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Cochin Port Authority in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by Cochin Port Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.20,00,000 (Rupees twenty lakhs only) and unless a claim in writing is lodged with us within six months of the date of expiry of or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ 2024.

For _____ Bank Ltd.

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

To

The Traffic Manager,
Cochin Port Authority,
Cochin 682009.
Kerala.
India.

Dear Sir,

We _____ do hereby confirm that Mr./Ms./Messrs _____ (Name and Address) is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender No. A6/F-111/CPCFS/2024 dtd , 19th November, 2024.

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

Yours faithfully,

Signature

Name & Designation;
For & on behalf of:

Seal of the certifying authority

AGREEMENT

THIS AGREEMENT made on day of 2024 BETWEEN THE BOARD OF TRUSTEES OF PORT OF COCHIN, KNOWN AS COCHIN PORT AUTHORITY, a body corporate under the Major Port Trusts Act, 1963 having office at Willingdon Island represented by its Traffic Manager), Shri.Vipin R Menoth , S/o Sri. M.V.Raman, aged 53 years residing at Willingdon Island, Kochi Taluk, Ernakulam 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., a Proprietorship Firm registered under Kerala Shops and Establishment Act, 1960 having registered office at,, Road,, Cochin – represented by its Proprietor Sri., S/o Sri.....,(residential address).....(hereinafter referred to as the “Contractor” which expression shall include his successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for the transport of Empty/Loaded containers from ICTT, Vallarpadam to Port CFS at Willingdon Island or vice-versa vide Tender Notice No.A6/F-111/CPCFS/2024 dt. 19.11.2024 and the Contractor submitted a tender of the same offering 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 Letter of Acceptance No. dt..... issued to the Contractor.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. The Contractor shall arrange to receive containers (Laden/empty) from ICTT Vallarpadam within 6 hours from the receipt of indent and transport the same safely to the stacking area at the Port CFS/ Ernakulam Wharf at Willingdon Island within 3 hours on exit at the ICTT gate on proper vehicles (20’ or 40’ container trailers) or vice-versa duly

complying all formalities of Port, SEZ and Customs on the terms and conditions mentioned in the general and special conditions laid down in the tender document which forms part of this agreement.

2. The Contractor shall furnish within 15 days of signing this agreement, an irrevocable Bank Guarantee (BG) for Rs.20 lakhs (Rupees Twenty Lakhs only), encashable at Cochin, drawn from any Nationalised Bank/ Scheduled Bank in India as per the proforma at Annexure – I of the Tender Document, for covering all the risk of loss and damages to the container/content, and any liability accruing on the employer arising out of the performance of the contract.
3. The Contractor shall collect the **payment** for the transport of the containers from ICTT Vallarpadam to Port CFS at Willingdon Island or vice-versa from the consignee/agent. For this purpose, the Contractor shall raise an invoice on the consignee/agent. CoPA shall neither be responsible in any manner whatsoever nor shall make any payment towards the transport of containers. CoPA shall deliver/release the container to the consignee/agent, only after confirmation of the receipt of payment towards transport charges, for the respective container, by the Contractor. The Contractor shall establish appropriate facilities/arrangement near the CFS for the commercial transaction.
4. The Contractor shall record the exit and entry time of each vehicle in the log book as follows
 - b. Exit time -Time at which the trailer exit the ICTT/Port CFS gate with container
 - c. Entry time – Time at which the vehicle is placed inside the CFS at Willingdon Island/ICTT for lift off.

The Contractor shall submit the log book to the authorized officer of CFS, on daily basis for due verification.

5. Contractor shall ensure that there is no tampering of Container or its seal during transit and deliver the same intact. In the event of any loss or damage, the Contractor shall indemnify and compensate for any loss or claim or for the loss of material at the prevailing market rate and for

payment of duty as assessed by the Customs. Such claims shall be recovered from the Contractor from the BG furnished by the Contractor.

6. Contractor shall comply with statutory obligations of State and Central Government, wherever applicable.
7. The Contractor shall provide requisite number of trucks/barge well in time i.e. within six hours for which advance indent will be given by CoPA as per the requirement.
8. CoPA reserves the right to get the work done by its own arrangement without concurrence of the Contractor in special cases, if situation so warrants.
9. In case of non compliance of any of the terms mentioned in this agreement by the Contractor, CoPA reserves the right to terminate the contract and invoke the Bank Guarantee.
10. In the event of any dispute or difference arising between the parties to the arrangement in any manner touching the subject matter of agreement, the parties will try to resolve them by amicable settlement. If the dispute is not resolved the same shall be referred to the decision of the sole arbitrator appointed by the parties by mutual consent.
11. It is mutually agreed that the following shall form part of this agreement:
 - i. Tender Document
 - ii. Tender submitted by the Contractor
 - iii. Schedule of Rates
 - iv. Table showing Details of vehicles proposed to be deployed for this contract
 - v. Bank Guarantee toward Security Deposit
 - vi. Letter of Acceptance issued by the Employer.
 - vii. Letter of Appointment issued by the Employer.

IN WITNESS WHEREOF the Contractor Sri. here unto set his hand and seal on behalf of M/s. and on behalf of the Board of Trustees of Cochin Port Authority, the Traffic Manager has

set his hand and seal and common seal of the Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

Signed, sealed and delivered by Sri..... of M/s.
.....

(COMMON SEAL OF M/S. ISLAND SHIPPING AGENCIES)

Signed and affixed seal in the presence of

1. Signature with address

2. Signature with address

Signed, sealed and delivered by

TRAFFIC MANAGER

COCHIN PORT AUTHORITY

On behalf of the Board of Trustees of the PORT of COCHIN

EMPLOYER

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

1. Signature with address

2. Signature with address