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Cochin Port Authority

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**Tender Document**

**“Hiring of commercially registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”**

**Office of the Chief Mechanical Engineer  
Cochin Port Authority  
Willingdon Island, Cochin, 682009  
Kerala, India**

**Tender Document for ‘ Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”**

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Office of the Chief Mechanical Engineer  
Cochin Port Authority  
Cochin, 682009

No. D/ICE/Hiring Taxi Car/SMT/2025-M

Dated: 17.01.2025

**NOTICE INVITING TENDER**

Tenders are invited through Government e- Market Place (GeM Portal) in Single Stage Two Cover bidding procedure (Technical Bid and Financial Bid), by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, from reputed firms meeting the Minimum Qualification Criteria specified below for **“Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for Two years with driver and fuel, extendable for one more year”**

1. Tenderers, desirous to participate in the Tender are requested to submit their tenders through GeM Portal.
2. Minimum Qualification Criteria (MQC): Tenderer shall fulfill the following minimum qualifying criteria to prove the previous experience and submit the documents in support thereof:
  - 2.1. Experience: The tenderer should have experience in supply of taxi vehicles on hire basis during the last Seven years ending on 31.01.2025. Tenderer should submit copy of Work Order and satisfactory Completion Certificate from the Client as proof with respect to the work.
    - 2.1.1. One similar completed work costing not less than Rs.1,38,29,000/-.  
OR
    - 2.1.2. Two similar completed works, each costing not less than Rs.86,43,100/- .  
OR
    - 2.1.3. Three similar completed works, each costing not less than Rs.69,14,500/- .
  - 2.2. “Similar works” means in supply of taxi vehicles on hire basis to any State/Central Govt./PSU or any reputed private firms during the last Seven years ending on 31.01.2025.
  - 2.3. The details for experience shall be furnished as per Annexure-3 of the tender document. Self-attested / notarized copy of work order and work completion certificate issued by the Client shall be submitted along with the tender. The experience for having carried out the work under subcontract to the main contractor will also be considered.
  - 2.4. Financial Turnover: Average annual financial turnover of the tenderer shall be at least Rs.51,85,870/- during the last three financial years, ending 31'st March 2024(viz. 2021-22, 2022-23 and 2023-24).
  - 2.5. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover over the last three financial years ending 31'st March 2024 shall be submitted along with the tender.
  - 2.6. (The statutory approvals / certification / other essential requirement for the items shall be mentioned in this clause.)
  - 2.7. 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.

**Table 1**

<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

2.8.a) Experience certificates of works executed in private organizations will be considered for qualification, only on submission of **26 AS/TDS Certificate** along with work order and completion certificate.

b) Tenderer should submit self attested/notarized copies of work order and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.

2.9. Performance / Completion Certificate shall be submitted in support of the Minimum Qualification Criteria. In the case of ongoing / running contracts, if the value of the completed portion of the contract meets the Minimum Qualification Criteria mentioned at Clause No. 2 above, the same will be considered for evaluation.

3. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:

3.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or

3.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

4. Bid information:

**Table 2**

1	Estimated Cost	Rs. 1,72,86,240/- including GST.
2	Earnest Money Deposit (Exemption shall be given as per Clause No. 8 below)	Rs.1,72,870/- (EMD shall be furnished in the form of Account Payee Demand Draft / Banker's Cheque drawn in favor of "FA&CAO, Cochin Port Authority" / Fixed Deposit Receipt / Bank Guarantee / Online payment in an acceptable form safeguarding the purchaser's interest in all respects)
3	Validity period of tender	120 days from the last date for receipt of tenders.
4	Period of Contract	2 years from the date of commencement of contract.
5	Commencement of the Contract	The contract shall commence within 15 days from the date of award of contract.

5. Cochin Port Authority will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder's premises to access the GeM Portal.

6. Under any circumstances, Cochin Port Authority shall not be liable to the bidders for any direct / indirect loss or damages incurred by them, arising out of incorrect use of the GeM Portal or internet connectivity failures. The bidder has to download Addendums / Amendments / Errata / Replies to the queries of the bidder etc., if any, issued by the Employer, from the website before submission of the bid.

7. Bank details of Cochin Port Authority are as follows: State Bank of India, Cochin Port Trust Branch, IFSC Code: SBIN0006367, Account No. 41401802288.

8. 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 tenderers shall furnish a copy of the NSIC / MSME / UAM certificates for the exemption of EMD along with the Technical bid.

9. The bidder shall upload the scanned copy of instruments towards the cost of EMD through GeM Portal along with the technical bid. In the case of MSEs, copy of MSME / NSIC / UAM Registration certificate shall be uploaded along with the tender. Non submission of above documents will make the tender liable for rejection.

**10. Independent External Monitor:**

10.1. The Employer has appointed the Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

The details of the IEMs will be given subsequently.

10.2. The task of the Independent External Monitor (IEM) is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The Monitor shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently. Both the parties accept that the IEM have the right to access all the documents relating to the Project / Bidding, including minutes of meetings. As soon as the IEM notices or has reason to believe that a violation of this Pact has occurred, he will so inform the Authority designated by the Employer. The Bidder accepts that the IEM has the right to access without restriction to all Project documentation of the Employer, including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The IEM shall be under Contractual obligation to treat the information and documents of the Bidder / Subcontractor(s) with confidentiality. The Employer, will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the Contractual relations between the parties. The Parties will offer to the IEM, the option to participate in such meetings to him by the Employer / Bidder and, should the occasion arise, submit proposals for correcting problematic situations. The IEM will submit a written report to the designated Authority of Employer within 8 to 10 weeks from the date of reference or intimation. A person signing the IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter. In case of Joint Ventures all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

11. The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / 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.

13. This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.

**Chief Mechanical Engineer**

## INSTRUCTIONS TO TENDERERS

1. Tenders are invited through Government e- Market Place (GeM Portal) in Single Stage Two Cover bidding procedure (Technical Bid and Financial Bid), by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, from reputed firms meeting the Minimum Qualification Criteria specified below for “**Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year**” Tenderers, desirous to participate in the Tender are requested to submit their tenders through GeM Portal.
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  - 2.1 Experience: The tenderer should have experience in supply of taxi vehicles on hire basis during the last Seven years ending on 31.01.2025. Tenderer should submit copy of Work Order and satisfactory Completion Certificate from the Client as proof with respect to the work.
    - 2.1.1. One similar completed work costing not less than Rs. 1,38,29,000/- .  
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  - 2.2. “Similar works” means in supply of taxi vehicles for hire to any State/Central Govt./PSU or reputed private firms during the last Seven years ending on 31.01.2025.
  - 2.3. The details for experience shall be furnished as per Annexure-3 of the tender document. Self-attested / notarized copy of work order and work completion certificate issued by the Client shall be submitted along with the tender. The experience for having carried out the work under subcontract to the main contractor will also be considered.
  - 2.4. Financial Turnover: Average annual financial turnover of the tenderer shall be at least Rs.51,85,870/- during the last three financial years, ending 31’st March 2024(viz. 2021-22, 2022-23 and 2023-24).
  - 2.5. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover over the last three financial years ending 31’st March 2024 shall be submitted along with the tender.
3. 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.

**Table 1**

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4. Experience certificates of works executed in private sectors / organizations will be considered for qualification, only on submission of **26 AS/TDS Certificate** along with work order and completion certificate.
  - b) Tenderer should submit self attested/notarized copies of work order and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.

5. Performance / Completion certificate shall be submitted in support of the Minimum Qualification Criteria. In the case of Ongoing / Running contracts, if the value of the completed portion of the contract meets the Minimum Qualification Criteria mentioned at Clause No. 2 above the same will be considered for evaluation.
6. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
  7. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
  8. 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 work is to be executed as described in the tender document and in particular in the General Conditions, Special Conditions, Technical Specifications, Scope of Work etc.
10. Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bid.
11. The contractor shall be registered under EPF and ESI Act and shall furnish a copy of the Registration certificates. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the contractor's bills.
12. The contractor shall be registered under GST and shall furnish copy of the GST registration certificate.
13. Invitation for Bids: The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification criteria.
14. Site visit: The Bidder, at the Bidder's own responsibility and risk is advised to visit and examine the work site and its surroundings and acquaint himself before submitting the bid.
15. Clarification of the Bidding Documents: The tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the tender document, these shall be sent by mail to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, so as to reach on or before the pre-bid meeting date and time. It is to be noted that no queries, clarifications will be answered after the pre-bid meeting. (Email ID: [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in) / [mathew.varghese@cochinport.gov.in](mailto:mathew.varghese@cochinport.gov.in))
16. Pre-Bid Meeting: A prospective tenderer requiring any clarification of the tender shall submit their queries through e-mail in advance before the pre-bid meeting. The Pre-Bid meeting will be held through Video Conference and the link will be shared to the bidders on their request. The bidders who wish to attend the Pre-bid Meeting may send clarifications before the Pre bid meeting.
17. Amendment of Bidding Documents: The Chief Mechanical Engineer, Cochin Port Authority shall have the right to revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda / corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum / corrigendum, if any, shall be hosted in the GeM Portal as well as in the website of the Cochin Port and CPP Portal. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, Cochin Port Authority may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the GeM Portal and web site of Cochin Port and CPP Portal.
18. Eligibility of the Bidder: The firms who meet the Minimum Qualification Criteria are eligible to participate in the Tender.
19. Bid Validity: Bids shall remain valid for a period of 120 days from the date of technical bid opening. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before the expiry of validity period, or make any modification in the terms and conditions of the tender which are not as per the tender conditions, such tenders will be summarily rejected.

20. Bid Security / EMD:

- 20.1 Each tender should be accompanied by an Earnest Money amounting to Rs.1,72,870/- . Account Payee Demand Draft / Banker's Cheque drawn in favor of "FA&CAO, Cochin Port Authority" payable at Cochin / Online payment in an acceptable form safeguarding the purchaser's interest in all respects. EMD will not carry any interest. Instruments towards remittance of EMD shall be forwarded to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009 before the due date for opening of Tender.
- 20.2 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 tenderers shall furnish a copy of the NSIC / MSME / UAM certificates for the exemption of EMD along with the Technical bid.
- 20.3 Bid Security / EMD will be forfeited if (a) Bidder withdraws his bid during the period of bid validity (b) Successful bidder fails either to commence the work, within the specified time limit or to sign the Agreement or furnish the required Performance Security within the specified time limit.
- 20.4 Bid Submission: Bid shall be submitted in prescribed form in two parts: Technical Bid and Financial Bid.

21. Part-I, Technical Bid: Technical Bid Documents shall be uploaded in the GeM Portal, and should contain the scanned copies of the following documents.

- 21.1 Bid Security / EMD or relevant certificate for the exemption of EMD.
- 21.2 Letter of Submission as per Annexure-1.
- 21.3 Power of Attorney as per Annexure-2.
- 21.4 Details of Experience as per the format at Annexure-3.
- 21.5 Proof of experience in support of MQC: Self attested / notarized copy of completion certificates of each work issued by the Clients, and work order for the same shall be attached. The certificate shall invariably contain the following among other things: (a) Details of work. (b) The completion cost of the work and (c) Date of commencement and (d) Date of completion of the work.
- 21.6 Financial documents in support of MQC: (A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer for the last three financial years ending 31'st March 2024.
- 21.7 The tenderer shall submit the full particulars of the offered item along with supporting documents / drawings etc. along with the tender.
- 21.8 The tenderer have to execute an "Integrity Pact" (IP) as per the format attached in Annexure-4 of this tender document. Integrity pact shall cover the tender throughout its various phases and it would be deemed as a part of the contract. The tenderer should sign and submit the "Integrity Pact" to be executed between the tenderer and Cochin Port Authority along with the tender. **(For contracts above estimated value of Rs. 1.5 crores).**
- 21.9 Copies of PAN, GST Registration, EPF and ESI registration shall be furnished.
- 21.10 Declaration as per Annexure-5.
- 21.11 Bank information for e- Payment system as per Annexure-6.
- 21.12 **Duly filled Annexure-9 and Annexure-10 should** be submitted with the Tender. Details of vehicles should be attached as per the format given in Annexure-9 for owned vehicles and as per Annexure-10 for leased vehicles. Self attested copy of Original RC/Insurance/Permit should be attached in the Documents.
- 21.13 Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.

22. Part II: Financial Bid: Tenderers shall submit the BoQ / Price Bid in GeM Portal.

- 22.1 Deadline for Submission of the Bids: Tenders attaching all documents shall be submitted through GeM Portal strictly in accordance with the instructions to the tenderers, terms and

- conditions of the tender document before the time and the date notified.
- 22.2 **Technical Bid Opening:** The tender will be opened online in the GeM Portal by the Chief Mechanical Engineer or his representative on the Tender Submission date and time.
- 22.3 **Price Bid Opening:** Price Bid of those bidders found responsive after the Technical bid Evaluation will be opened later.
- 22.4 **Clarification of Bids:** Chief Mechanical Engineer shall ask for clarification / shortfall of documents before technical evaluation of the tenders. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, will result in the rejection of his bid.
23. **Examination of Bids and Determination of Responsiveness:**
- 23.1 Prior to the Technical evaluation of Bids, Cochin Port Authority will determine whether each Bid meets the minimum eligibility criteria as defined in Clause No. 2 above has been substantially responsive to the Tender requirements.
- 23.2 A responsive bid is one which conforms to all the terms, conditions and specification of the bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works (a) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract (b) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.
- 23.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
24. **Evaluation and Comparison of Bids:** Only those tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non-responsive tenders will be rejected. Employer's decision on this shall be final, conclusive and binding.
25. **Alteration of tender documents:** No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document.
26. **Award of Contract:** The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price.
27. **Release of Bid Security / EMD:** The Bid Security / EMD of unsuccessful bidder other than L1 will be refunded immediately after opening the Price Bids. The Bid security of L1 Bidder shall be refunded after award of contract and execution of Agreement on payment of Security Deposit.
28. **Security Deposit:**
- 28.1 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: (a) Account Payee Demand Draft from a Commercial Bank in favour of FA&CAO, Cochin Port Authority (b) Fixed Deposit Receipt from a Commercial Bank (c) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-7 of the tender document, from a Commercial Bank or (d) On-line payment to the Bank Account of Cochin Port Authority.
- 28.2 The Security Deposit shall be 10% of the total contract value.
- 28.3 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.
- 28.4 Cochin Port is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 28.5 In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port upon demand.

28.6 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.

29. Signing of Agreement:

The successful tenderer will be required to execute an Agreement at his expense within 28 days from the date of work order, on Kerala State Stamp Paper of appropriate value in the prescribed form as per Annexure-8. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the Employer together with addendum / corrigendum, bid clarification and all correspondences exchanged between Employer 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.

30. Fraud and Corrupt Practices: 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. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

31. "Corrupt practice" means (i) 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 (ii) 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;

31.1 "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

31.2 "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;

31.3 "Undesirable practice" means (i) 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 (ii) having a Conflict of Interest; and

31.4“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.

31.5Rejection of Tender: Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

## GENERAL CONDITIONS OF CONTRACT

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” is the price stated in the LoA and thereafter adjusted in accordance with the provisions of the Contract.
  - 1.7. “Chief Mechanical Engineer” means 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 Major Port Authority for Cochin Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Chief Mechanical Engineer or Deputy Conservator or any other officers so nominated by the Board.
  - 1.10. “GCC” means the General Conditions of Contract.
  - 1.11. “SCC” means Special Conditions of Contract.
  - 1.12. “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.
  - 1.13. “Month” means English Calendar Month.
  - 1.14. “Engineer” / “Officer in-Charge” means Employee of Employer or any other person or firm, nominated by the Employer.
  - 1.15. “Sub-Contractor” means any natural person, private or Government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the contractor, under intimation to the Employer.
  - 1.16. “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.
  - 1.17. “The Site” shall mean the Cochin Port Harbour and whole of the premises, in or upon which the system or works is or are to be provided, executed, done or carried out.
  - 1.18. The “Schedule” shall mean the schedule or Schedules attached to the specifications.
  - 1.19. “Tender” means the offer of the Contractor along with all other relevant documents as referred to in the contract.
  - 1.20. “Trials” and “Tests” shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘Employer’.
2. Period of Contract: The Period of contract shall be for 2 years from the date of commencement of contract and extendable for one more year.
3. Commencement of Service: The Contractor is required to commence the contract within 15 days from the date of issue of Letter of Acceptance by the Employer. Before commencing the

contract, the Contractor shall complete the requirements as per GCC Clause Nos. 4 and 5 stated below.

4. Performance Security / Security Deposit:

4.1. 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: (a) Account Payee Demand Draft from a Commercial Bank in favour of FA&CAO, Cochin Port Authority (b) Fixed Deposit Receipt from a Commercial Bank (c) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-7 of the tender document, from a Commercial Bank or (d) On-line payment to the Bank Account of Cochin Port Authority.

4.2. The Security Deposit shall be 10% of the total contract value.

4.3. 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.

4.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.

4.5. In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option for encashment of the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.

4.6. 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 therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension.

5. Execution of Agreement: Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the Contractor shall prepare the Agreement as per Annexure-8 attached in the tender, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Authority duly executed on Kerala stamp paper of appropriate value within 28 days from the date of LoA. Signed original of the agreement will be retained by the Cochin Port Authority and the copy of the Agreement will be given to the Contractor.

6. COMMENCEMENT OF SERVICE:-

6.1 Service of Taxi Cars under this contract is to be commenced at Cochin Port Authority within 15 days of LoA issued. 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.

6.2 If the Contractor is planned to supply New vehicles, 6 month's time may be allowed and mean time alternate vehicle shall be supplied during this period.

6.3 DAILY HIRE RATE:- 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 two years extendable for one more year of contract or further extension period and not subject to variation. The agreement will withstand during all the extension period.

6.4 All vehicles deployed for operation under this contract shall have manufactured and registered commercially on or after 01-01-2023. 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.

7. ALTERNATE VEHICLE:-

7.1. 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 Trust. Such alternate/substitute vehicle shall meet the technical specification given in the tender document and shall satisfy all the other tender conditions.

7.2. 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.

7.3. 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 Trust. The alternate vehicles/drivers should meet with the specifications applicable as per the tender.

8. All vehicles deployed for operation under this contract shall have manufactured and registered on or after 01-01-2023. 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.

9. Deployment on Normal working days and usage on Sundays and Holidays : The vehicles have to be operated on all days including Sundays and Holidays throughout the contract period.

10. (a) If the vehicle is in non utilization for 7 days or more the bill will be paid as actual days, with a condition that such non utilization of vehicles should be informed to the Contractor at least 5 days in advance.

(b) As per BOQ, CoPA is inviting the rates for assured usage of 1000Kms/month, 1200Kms/month & 1500Kms/month. Also bidders have to quote the rates for Extra Kms & Extra Hrs rate as per the BOQ. Selection is based on Item wise Evaluation.

11. **Variation in quantity:-** The quantities mentioned in the Tender Document are tentative and estimated considering the present requirement. Cochin Port Authority reserves the right to decrease/increase the required number of vehicles at the time of awarding the contract or during the tenure of the contract by giving two weeks prior notice, as per the same rate and terms and conditions. Hence the quantity of vehicle indicated in the tender document shall not be taken as Cochin Port Authority's firm commitment.

12. The vehicles under this contract shall be clean and in good operating condition always and are to be maintained to the satisfaction of the Cochin Port Authority. The contractor has to arrange daily cleaning and washing of the vehicles, at his cost to ensure that the vehicles are clean and tidy at all times. Cochin Port Authority reserves the right to inspect and grant or reject permission for use of vehicles before the commencement of its operation.

13. The contractor can submit owned vehicles or leased vehicles. Leased vehicles must be with proper and valid agreement with the current owner of the vehicle for the entire contract period.
14. PENALTY : In case of breakdown of the vehicle(s) or vehicle(s) 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.
15. 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.
16. Replacement/Substitution of the vehicle will also be subject to the prior inspection except during emergencies.
17. 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.
18. The contractor is liable to pay compensation, as decided by Cochin Port Authority, if any damage is caused to Cochin Port Authority's property during the operation of the vehicle inside Cochin Port area. The decision of Cochin Port Authority in this regard shall be final and binding on the contractor.

## 12. INSURANCE OF THE VEHICLES:-

- 12.1. 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.
- 12.2. 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.

## 13. COMPLIANCE TO THE STATUTORY REQUIREMENTS:-

- 13.1. 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.

- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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 Trust under this contract.
- 13.6. All expenses for the operation of Taxi Cars 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 consumables 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 two years of contract and not subject to variation.

#### 15. DRIVERS ENGAGED BY THE CONTRACTOR:-

- 15.1. 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.
- 15.2. They should be willing to oblige to the instant instructions/directions given by Cochin Port Authority's 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.
- 15.3. 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.

- 15.4. Drivers deployed shall abide by all the statutory requirements/rules and regulations of Motor Vehicle Act.
- 15.5. If for any reason whatsoever, the driver does not report to Cochin Port Authority at the prescribed time and place in any day in accordance with Cochin Port Authority's instructions, the contractor shall be liable to pay Rs.500/- (Rupees five hundred only) per hour as penalty to Cochin Port Authority. If such incidence of irresponsible behavior of any driver deployed by the contractor for operation of the vehicles under this contract is reported, or if any driver is found to be misbehaving or non-cooperative with Cochin Port Authority's Officers, such drivers will not be allowed to drive the vehicle and the contractor has to replace such drivers, immediately/at short notice. Under no circumstances the driver of the vehicle, when used by Cochin Port Authority, shall transport anybody else other than the individuals authorized by Cochin Port Authority.

## 16. PAYMENT TERMS:-

- 16.1. 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(s) for the corresponding month duly certified by the authorized official of the concerned department of Cochin Port Authority.
- 16.2. Details of extra payments claimed on account of extra kilometers and extra hours of deployment of vehicle, if applicable in the month should be separately shown in the invoice.
- 16.3. 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.
- 16.4. 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.
- 16.5. Extra Payment beyond anticipated monthly usage: Payment in Extra Kms/extra hrs will be paid as per actual.
- 16.6. Payment on extra hours :

If the vehicles under **“12 hrs. usage category (8 AM to 8 PM)”**, is utilized by Cochin Port Authority over and above the above specified 12 hours in a day, additional payment will be made by Cochin Port Authority for the additional hours of deployment as per BOQ accepted by Cochin Port Authority for 12 hrs. usage category vehicles.

- 16.7. Re-imbusement of parking/toll 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 Fast Tag at the cost of the contractor.

## 17. TAXES & DUTIES:-

- 17.1. 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.
- 17.2. GST for the service provided will be paid extra by the Port. The GST applicable as per law can be billed on the 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.
- 17.3. The following are also to be considered while claiming payment towards GST:
- i. Invoice in specific format should be provided by the Contractor for every payment.
  - ii. GST Registration Number of Cochin Port Authority and the Contractor is to be clearly mentioned with all the bills.
  - iii. Invoice and trip/log sheet should be attached along with the running bills.
  - iv. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.
- 17.4. 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.
- 17.5. While releasing payment, applicable deductions from the bills will be made by Cochin Port Authority towards statutory Taxes/TDS as per the rules, prevailing in force at the time of payment.

## 18. TERMINATION OF CONTRACT :

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.
- 18.4. The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.
- 18.5. 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.

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

## **19. FORCE MAJEURE :**

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. The decision of the Employer, shall be final and binding in this regard.
- 19.6. 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.
- 19.7. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **20. SETTLEMENT OF DISPUTE & ARBITRATION:-**

### **“Settlement of Disputes through Conciliation**

- 19.1. 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 Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority 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.

**21. 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.

**22. PERFORMANCE SECURITY/SECURITY DEPOSIT :-**

22.1 The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LOA), to guarantee fulfilment of performance and the obligations of the contract, in any one of the following forms:-

- (i) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Authority
- (ii) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of Section II of tender document, from a Commercial Bank;
- (iii) On-line payment to the Bank Account of Cochin Port Authority indicated in Clause 15 of Notice Inviting Tender.

22.2 The value of Security Deposit shall be equivalent to 10% of the total contract value.

22.3 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.

22.4 Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.

22.5 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.

**22.6** 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 therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Authority for a period of two years from the date of such suspension.

**23. EXECUTION OF AGREEMENT:-**

Upon the receipt of letter intimating award of the Contract (Letter of Acceptance/LOA), the Contractor shall prepare two sets (one original & one duplicate) of the Agreement as per the format attached in the Tender Document, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Authority duly executed on Kerala stamp paper of appropriate value within 28 days from the date of receipt of LOA. Original of the agreement will be retained by the Cochin Port Authority and the duplicate will be returned to the Contractor after the signature of the Chief Mechanical Engineer.

**24. LIQUIDATED DAMAGES :**

24.1. Except as provided under GCC Clause 19 (Force Majeure) and Clause 25 (Extension of date of commencement of contract), if the Contractor fails to commence the service of the offered vehicles 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.

24.2. 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 vehicles or from other obligations and liabilities under the contract. In such events as when the Contractor is unable to commence the service of the vehicles 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.

**25. EXTENSION OF DATE OF COMMENCEMENT OF CONTRACT:-**

- 25.1. If at any time during performance of the contract, the contractor encounter conditions impeding timely commencement of service of the vehicles, pursuant to Clause 3 (Date of Commencement of Contract), the contractor shall promptly notify the employer in writing of the delay, it's 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.
- 25.2. Except in case of force majeure, as provided under Clause 19, a delay by the contractor in commencement of service of vehicles shall render the contractor liable to the imposition of liquidated damages pursuant to Clause 23 (Liquidated Damages) of General Conditions of Contract, unless an extension of time is agreed upon, pursuant to this clause.
26. 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.
27. 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.
28. 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.
- 28.1 No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor beyond the agreement.

**LETTER OF SUBMISSION - COVERING LETTER  
(On the Letter Head of the Bidder)**

To

The Chief Mechanical Engineer,  
Cochin Port Authority.

Sir,

Sub: Tender for **"Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year"**

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

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

1. Financial instrument for remittance of EMD or copy of document for EMD exemption.
2. Power of Attorney as per Annexure-2.
3. Experience details for Minimum Eligibility Criteria as per Annexure-3 with supporting documents.
4. Annual Financial Turnover for the last three financial years certified by Chartered Accountant.
5. Pre-contract Integrity Pact duly signed as per Annexure-4.
6. Declaration as per Annexure-5.
7. Bank details as per Annexure-6.
8. Copies of PAN, GST Registration, EPF and ESI registration (if applicable).
9. Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.

(Signature of Authorized Signatory)

**PROFORMA OF POWER OF ATTORNEY / LETTER OF AUTHORITY**

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

(In case of company Power of Attorney should be given by all directors appearing in the MoA or should submit the Board Resolution duly signed by CMD / MD of the company which is to be duly notarized. In case of Partnership firms, Power of Attorney should be given by all the partners mentioned in the Partnership Deed which is also to be duly notarized).

To

The Chief Mechanical Engineer,  
Cochin Port Authority,  
Cochin 682009,  
Kerala, India.

Dear Sir,

We ----- (name and address of the bidder)  
do hereby confirm that Mr./Ms./Messrs -----  
(name and address of the person), whose signature is given below, is / are authorized to represent us  
to bid, negotiate and conclude the agreement on our behalf with you against tender for (Name of  
contract).

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

Signature of the authorized person:

Name & Designation :

Yours faithfully,

(Signature, name and seal of the certifying authority)

**Details of similar works completed by the tenderer during the last seven years ending 31.01.2025**

Sl. No.	Details of Work order No. / Agreement No. and date of Work order and Completion certificate	Total Value of Contract in Rs.	Duration of Contract			Owner's Complete address with Tele Fax / Phone / e-mail address of contact person
			Actual date of commencement	Actual date of completion	Total years completed	
1						
2						
3						

Note: Bidder shall enclose the following:

- (i) Self-attested / notarized copies of each Work Order / Agreement issued by the Client.
- (ii) Self-attested / notarized copies of each completion certificate issued by the Client.

**Signature of tenderer**

PRE-CONTRACT INTEGRITY PACT

Tender No. D/ICE/Taxi Hire/SMT/2024-M dated -----

Tender Title: **“Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_ **2025** at \_\_\_\_\_, India BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, represented by its Chief Mechanical Engineer, \_\_\_\_\_, S/o \_\_\_\_\_, aged -- years residing at \_\_\_\_\_ (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. \_\_\_\_\_ represented by Shri..... Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for **“Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”**, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/ or Contractor(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

1. Commitments of the ‘The Principal’

1.1. ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.1.1. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal shall exclude from the process all known prejudiced persons.

1.2. If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this Tender No. \_\_\_\_\_ regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

2. Commitments of the ‘Bidder/ Contractor’

2.1. The ‘Bidder/ Contractor’ commit themselves to take all measures necessary to prevent corruption. The ‘Bidder/ Contractor’ commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
- 2.1.3. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- 2.1.4. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
- 2.1.5. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- 2.1.6. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2.2. The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.
3. Disqualification from tender process and exclusion from future contracts
  - 3.1.1. If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to Procurement of Non-consultancy Services put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".
4. Compensation for Damages
  - 4.1. If the Principal has disqualified the 'Bidder / Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit / Bid Security.
  - 4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.
5. Previous transgression
  - 5.1. Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
  - 5.2. If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
6. Equal treatment of all Bidders / Contractors / Subcontractors

- 6.1. In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 6.2. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.
7. Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)
  - 7.1. If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.
8. Independent External Monitor
  - 8.1. The BUYER / EMPLOYER have appointed the panel of Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

The details of the IEMs will be given subsequently.
  - 8.2. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
  - 8.3. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to Tender No.D/ICE/ Taxi Hire/SMT/2025-M and all contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the Head of the Procuring Organization.
  - 8.4. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
  - 8.5. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and recuse himself / herself from that case.
  - 8.6. The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
  - 8.7. As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
  - 8.8. The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
  - 8.9. If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  - 8.10. The word 'Monitor' would include both singular and plural.
9. Pact Duration

9.1. This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/determined by the Head of the Procuring Organization.

10. Other provisions

10.1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

10.2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

10.3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

10.5. Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

10.6. In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

10.7. In the event of any dispute between the Principal and the Contractor, in case, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. The fees / expenses on dispute resolution shall be equally shared by both the parties.

For and on behalf of the Principal  
(Name of the Officer and Designation)  
(Office Seal)

For and on behalf of 'Bidder / Contractor'  
(Name of the Officer and Designation)  
(Office Seal)

For and on behalf of the Principal

Place  
Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**DECLARATION**

We, M/s (Name & address of the bidder), hereby declare that:

1. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
2. We disclose with that we have \* made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
3. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.

Signature

(Authorized Signatory)

**\* Note: Delete whichever is not applicable.**

**FORMAT FOR FURNISHING BANK INFORMATION FOR E-PAYMENT**

1	Name and full address of the beneficiary	
2	Credit Account No.	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	IFSC code	
7	MICR code	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
9	Cancelled Cheque	

Signature of the bidder with seal

**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 Major Port Authority for Cochin Port, incorporated by the Major Port Authorities 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 Major Port Authority for Cochin Port, its successors and assigns) having agreed to exempt (Name of the Contractor/s) (hereinafter called the “Contractor”) from the demand In consideration of the Board of Major Port Authority for Cochin Port, incorporated by the Major Port Authorities 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 Major Port Authority for Cochin Port, its successors under the terms and conditions of the Contract, vide **GeM Contract No. ----- dated -----** made between the Contractors and the Board for execution of Bank Guarantee covered under **GeM Bid 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 forebear 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 the work of “Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”**

This agreement is made on this day ---- of ----- between the Board of Major Port Authority for Cochin Port commonly known as Cochin Port Authority, a body corporate under the Major Port Authorities 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 specifications, designs, drawings 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 and (d) Replies to Pre-bid queries and amendments issued if any.

## MEMORANDUM

- a) General description of work : “Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”
- b) Estimated cost : Rs. 1,72,86,240/- including GST.
- c) Earnest Money Deposit : Rs. 1,72,870/-
- d) Security Deposit : 10% of the total contract value.
- e) Time for commencement of service : 15 days from the date of LoA.
- f) Contract period : 2 years extendable for one more year from the date of commencement of contract.
- h) Schedule, specifications, conditions etc. : As per the Tender Document.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s ----- and on behalf of the Board of Major Port Authority for Cochin Port, the CHIEF MECHANICAL ENGINEER has set his hand and seal and common seal of the Board of Major Port Authority for Cochin Port 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 Major Port Authority for Cochin Port

### EMPLOYER

Signed and affixed the common seal of Board of Major Port Authority for Cochin Port in the presence of:

1. 2.

**COCHIN PORT AUTHORITY**

**“Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”**

**DETAILS OF COMMERCIALY REGISTERED A/c SEDAN TYPE PASSENGER CARS (NEWLY REGISTERED ON OR AFTER 01-01-2023) OFFERED BY THE BIDDER.**

Sl.No.	Description of Vehicle (Make & Model)	Reg.No.	Year of Manufacture (Attach copy of RC Book)	Run Kms.	Nature of ownership Own/lease

Note:

- (iv) Attach copies of certificate of registration, certificate of fitness, certificate of Insurance and valid permit in respect of offered Cars (newly registered on or after 01-01-2023).
- (v) Attach copy of lease agreement with the owner of the vehicles in case the offered vehicle is owned by third parties.

Yours faithfully,

Signature :

Name & Designation :

.

**AGREEMENT FOR LEASING/HIRING OF TAXI CARS**

This Agreement is made on this .....day of ....., year 2025 between

First Part: .....(Name and address of the owner of the vehicle )

Second Part:..... (Name and address of the bidder)

Whereas the party of the Second Part intends to take on lease/hire ..... Nos. Taxi Cars from the party of the First Part, for a period of three years, in connection with the Tender No.....dated..... issued by Cochin Port Authority **“Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”**.

And whereas the party of the First Part is the Owner of the .....Nos. Taxi Cars as per the details given below and desires to lease out/hire out the Cars to the party of the Second Part on the terms and conditions written there under:-

1. That the party of the First Part shall lease out/hire out the Taxi Cars detailed below:

Sl. No.	Make and model of the Car	Year of manufacture and Registration	Registration Number of the vehicle.

2. The Taxi Cars mentioned above shall be leased out/hired out by the party of the First Part to the party of the Second Part for a period of three years of the contract, in case the contract is awarded by Cochin Port Authority to the party of the Second Part.
3. That the party of the First Part agrees and undertakes that he will not cancel this agreement within the period as mentioned above.

In witness whereof the parties hereto sign this agreement on the day, month and year written above.

PARTY OF THE FIRST PART: (Signature)  
(Name )

PARTY OF THE SECOND PART : (Signature)  
(Name)

Signed in the presence of :

COCHIN PORT AUTHORITY

Office of the  
Chief Mechanical Engineer  
Cochin-09.

No.D/ICE/ Vehicle Hiring/SMT/2025-M

Dated: 17.01.2025

Cochin Port intends to “Hiring of commercially Registered on or after 01.01.2023 A/c Sedan Taxi Cars (white colour ) for Senior Management Team of Cochin Port Authority for two years with driver and fuel, extendable for one more year”. You are requested submit your Bid in each category on or before bid ending date and time in GeM Portal

**BoQ**

Sl. No.	Scope of Work	In Rs. (Incl.GST)
1	Total Hire charge for Hiring of <b>11 Nos.</b> Commercially Registered A/c Sedan white colour Car with an assured usage of <b>1000Kms./month</b> for 12 Hrs. usages/day. (08.00AM to 08.00 PM) for Two years	Do not Quote rate here.
2	Total Hire charge for Hiring of <b>11 Nos.</b> Commercially Registered A/c Sedan white colour Car with an assured usage of <b>1200Kms./month</b> for 12 Hrs. usages/day. (08.00AM to 08.00 PM) for Two years	Do not Quote rate here.
3	Total Hire charge for Hiring of <b>11 Nos.</b> Commercially Registered A/c Sedan white colour Car with an assured usage of <b>1500Kms./month</b> for 12 Hrs. usages/day. (08.00AM to 08.00 PM) for Two years	Do not Quote rate here.
4	Hiring of <b>1 No.</b> Commercially Registered A/c Sedan white colour Car with an assured usage of <b>2000Kms./month</b> for 24 Hrs. usages/day for Two years	Do not Quote rate here.
5	Rate in Rs. for Extra Kms for 12 Hrs vehicles	Do not Quote rate here.
6	Rate in Rs. for Extra Hrs for 12 Hrs vehicle	Do not Quote rate here.

Note: Selection of L1 Bid is based on Item wise evaluation from Sl.No.1,2,3 &4 . Respective rates from Sl.No. 5 & 6 will be selected for the L1.