

COCHIN PORT TRUST



“e-Tender for Dry Leasing of One No. commercially registered (Brand new vehicle registered on or after 01.01.2020) White colour Mahindra XUV 500 (Diesel Vehicle) for the Period of Five years.”

BID DOCUMENT

Tender No.D/ICE/T-1/ Dry Lease/ Mahindra XUV500/2020-M)

Dated 08.05.2020

Issued by:

Superintending Engineer(M) IC Engines,
Cochin Port Trust,
Willingdon Island,
Kerala, India.
Pin : 682 009.
Telephone:91- 0484 -2 582391,2582395

Fax No. :91 0484 - 2666639

E-mail :semiceopt@gmail.com

Website :www.cochinport.gov.in

May-2020

COCHIN PORT TRUST

MECHANICAL ENGINEERING DEPARTMENT

“e-Tender for Dry Leasing of One No. commercially registered (Brand new vehicle registered on or after 01.01.2020) whit colour Mahindra XUV 500 (Diesel Vehicle) for the Period of Five years.”

Sl. No.	Description	Page Nos.
1	Tender Notice	3-6
2	Instructions to Tenderers	7-10
3	General conditions of contract	11-13
ANNEXURES		
Annexure -2	Undertaking regarding illegal methods for influencing bid process	14
Annexure -3	Proforma of undertaking - regarding disclosure of payment made / proposed to be made to the intermediaries (agents, etc.) in connection with the tender	15
Annexure -4	<u>Proforma of Undertaking</u> that no changes have been made in the tender document downloaded	16
Annexure -5	<u>Proforma of undertaking</u> -that the bidder has not been debarred from cochin port trust or any government, semi-government/ reputed organizations	17
Annexure-6	Proforma of declaration that the firm will be able to supply (Brand new) commercially registered vehicle	18
Annexure-7	Proforma for agreement	19-22

COCHIN PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT
(I C ENGINES DIVISION)

COCHIN-682009, KERALA, INDIA

Phone: 0484-2582391, 2582395, Fax: 0484-2666639

Tender No.D/ICE/T-1/ Dry Lease/ Mahindra XUV500/2020-M

Dated:08.05.2020

TENDER NOTICE

Tenders are invited on behalf of the Board of Trustees of COCHIN PORT TRUST in single stage two bid system (Commercial and financial offer) from experienced firms/organizations in Electronic mode (e-Tender) **“e-Tender for Dry Leasing of One No. commercially registered (Brand new vehicle registered on or after 01.01.2020) White colour Mahindra XUV 500 (Diesel Vehicle) for the Period of Five years.”**

Bid documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the Table below by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement portal, which can be downloaded for submission.

1. Schedule of different activities till submission of the bid are detailed as under:

Sl. No.	Particulars	Date and Time
1.	Tender e- publication date	08.05.2020.
2.	Download period of Bid Documents	From 10:00hrs. on 08.05.2020 upto 14:30hrs on 28.05.2020
3.	Last date and time of submission of bid	14:30 hours on 28.05.2020
4.	Date and time of opening the bid	15:00 hours on 28.05.2020

2. **Tender Details.**

a. General Information:

Sl. No	Item	Details
	Tender No.D/ICE/T-1/ Dry Lease/ Mahindra XUV500/2020-M dated 08.05.2020	
1	Name of the work	"e-Tender for Dry Leasing of One No. commercially registered (Brand new vehicle registered on or after 01.01.2020) white colour Mahindra XUV 500 (Diesel Vehicle) for the Period of Five years."
2	Employer	Cochin Port Trust
3	Employer's Representative	Superintending Engineer(M) ICE
4	Executing authority	Superintending Engineer(M) ICE (ICEngine Division), Cochin Port Trust

b. Bid Information :

Sl. No.	Item	Details
1	Cost of Bid document /Tender processing fee. Rs2000 /- +5% GST (Non refundable)	EMD/Bid security may be furnished in the form of Account payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any of the commercial Bank or payment online in an acceptable form safeguarding the purchaser's interest in all respect.
3	Earnest Money Deposit Rs. 23,400 (Rupees Twenty three thousand and four hundred only)	Online payments may be made as follows. To be remitted to Cochin Port Trust, through State Bank Collect/ NEFT/RTGS. The Bank details are given below: <u>a.</u> SB Collect: www.onlinesbi.com/collecthome <u>b.</u> NEFT/RTGS: Cochin Port Trust, State Bank of India, Cochin Port Trust Branch, Beneficiary Cochin Port Trust A/c No.10601197375, IFSC Code SBIN0006367

4	Bid Validity period	90 days
5	Mode of payment	In Indian Rupee only
6	Language of Contract	English

3. Minimum Qualification Criteria

Bids of only those parties who satisfy the Minimum Eligibility Criteria given below will be considered for detailed evaluation:

(i) The bidder should have experience of having successfully completed the works of providing vehicles on hire(Wet/Dry) to any Govt./PSU/ Reputed Private organizations for at least one year during last 7 years ending last day of the month previous to one in which applications are invited. Experience may be as per any of the following conditions given below. Copies of work orders and satisfactory performance certificate issued by the client should be furnished along with the tender. **In the case of works executed for Private organizations a TDS certificate in connection with the contract to be produced.**

- a. Experience in three similar works i.e providing vehicles on hire(wet/dry) each costing not less than Rs. 1,87,200/-
- b. Experience in two similar works i.e providing vehicles on hire(wet/dry) each costing not less than Rs.2,34,000/-
- c. Experience in one similar work i.e providing vehicles on hire(wet/dry) costing not less than Rs. 3,74,400/-

(ii) Average annual Financial turnover of the bidder during the last three financial years ending **31-03-2019** shall not be less than Rs. 1.4 lakhs. Financial Turnover for three years duly certified by a Chartered Accountant shall be furnished.

The bidders need to obtain the one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/copt from the service provider **KEONICS** by paying registration amount of Rs.1180/- including GST , by online Payment using Credit/Debit Card/Net banking or DD in favor of “KSEDCL, Bangalor.

4. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature **please contact e-Tender Help Desk No. 080 – 40482000 / 9746118529.**
5. Bids shall be submitted **“on line”** strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the Bid document. The bidders should submit scanned copy of all the required documents such as proof of experience, financial details, etc. through the e-tendering portal. www.tenderwizard.com/COPT.

6. The bidder is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the bidder etc., if any, issued by the Employer, and submit the same duly signed on submission of the bid. Incomplete bid documents will be rejected.
7. All bids are to be submitted online on the website www.tenderwizard.com/CoPT. Bids shall be received only “on line” on or before **28.05.2020 up to 14.30 hrs.**
8. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding It is the bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
9. Tenderers must not have been debarred from Cochin Port Trust or any Government /Semi-Government and reputed organizations.
10. Cochin Port Trust reserves the right to reject any or all the bids without assigning any reasons thereof and shall also not to bound to accept the lowest bid.

-Sd-

Superintending Engineer(M) ICE,I/c

Tele Fax: 91 0484 2666639

Email: semiceopt@gmail.com

COCHIN PORT TRUST

MECHANICAL ENGINEERING DEPARTMENT

“e-Tender for Dry Leasing of One No. commercially registered (Brand new vehicle registered on or after 01.01.2020) white colour Mahindra XUV 500 (Diesel Vehicle) for the Period of Five years.”

2-INSTRUCTIONS TO TENDERERS

2.1 The tender documents should be submitted as two separate files in the e-tender Portal.

one file consisting of following documents:

- a. EMD –Payment details.
- b. Cost of tender documents Rs.2000/-+5% GST –payment details
- c. Copy of the tender documents duly signed.
- d. Details of past performance with supporting documents.
- e. Copy of partnership deed or proprietorship deed or Memorandum and article of Association as the case may be.
- f. Tenderer shall furnish documentary evidence in support of Goods and Service Tax (GST) Registration.

The second file consists of Price bid (Schedule B) only, which is to be filled and submitted on line .

EMD/Bid security may be furnished in the form of Account payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any of the commercial Bank or payment online in an acceptable form safeguarding the purchaser’s interest in all respect.

EMD and Tender Fee may be remitted to Cochin Port Trust, through State Bank Collect/ NEFT/RTGS. The Bank details are given below: After making payments to EMD and tender fees through any of these modes .Tenderer may upload the EMD/tender fee remittance particulars ie. INB Reference No. UTR No./ receipt etc. along with the tender

a., **SB Collect: www.onlinesbi.com/collecthome**

b, **NEFT/RTGS: ,Cochin Port Trust, State Bank of India, Cochin Port Trust Branch,Beneficiary-Cochin Port Trust ,A/c No.10601197375, IFSC Code –SBIN0006367**

2.2 **Price Bid should not be submitted as hard copy under any circumstances.**

2.3 The tenderers are required to submit the bid in **‘e-tender’ mode only** on www.tenderwizard.com/COPT before the due date and time fixed for opening of the bid.

2.4 Corrections should be duly attested by the signature(s) of the tenderer (s) with date.

2.5 Cochin Port Trust shall not provide any forms for getting any exemptions from Payment of duties and taxes.

2.6 Tenderer should note the following conditions carefully and comply with same before and while submitting the tender. In case the conditions are not complied with, the tender is liable for rejection.

(a) **EMD**

- i. The tenders, which are submitted without EMD and tender processing fee will be considered as non-responsive and hence, liable for rejection. MSME Licensees will be exempted from paying tender fee and EMD.
- ii. The EMD of unsuccessful tenderers shall be returned on award of contract to successful bidder
- iii. The EMD of successful tender will be refunded on submission of Security Deposit
- iv. No interest will be allowed on the EMD from the date of its receipt until it is so refunded.
- v. EMD in the form of Bank Guarantee will not be accepted.

(b) EMD shall be forfeited in the following cases:-

- i. In the event of tenderer withdrawing/modifying his tender before the expiry of tender validity of 90 days from the date of submission & opening.

OR

- ii. Failing to enter into an agreement with the Port upon award of contract as required in the tender within 30 days on receipt of Letter of Intent, the tender shall be liable to be cancelled and EMD shall be forfeited.

2.7. AMENDMENT TO TENDER DOCUMENT.

- i. At least five days, prior to the date of submission of bid, Cochin Port Trust may for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, issue corrigendum/amendment in the CoPT website. Tenderwizaed and CPPP.
- ii. The amendments will be published in the web sites and these amendments will be binding to all the bidders.

2.8. Opening of Tenders:

- i. Tender will be opened at 15:00 hrs on **28.05.2020** in the e-tender portal www.tenderwizard.com/COPT. Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening.
- ii. To assist in the examination, evaluation and comparison of tenders, Cochin Port Trust may ask tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent e-mail/fax, but no change in price or substance of the tender shall be sought, offered or permitted.

2.9. Determination of Responsiveness: The tender which does not satisfy the

- I. Minimum qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation.
- II. Does not submit EMD and tender fee.

2.10 Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.

2.11 Evaluation and comparison of tenders:

- i. Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non-responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding.
- ii. The cover 1 ,Technical bid will be opened on the due date and time fixed for Tender opening and the bidders technical bid will be evaluated and those tenders which meet the MQC will only be opened and considered for financial evaluation. The offers for Mahindra XUV 500 only will be considered.

2.12 Acceptance of Tender: Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

2.13 **Language of the tender:** The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Trust shall be in **English language.**

2.14 .AWARD OF CONTRACT

Cochin Port Trust shall award contract to the bidder whose offer is found technically, commercially and financially acceptable. Successful Bidder should supply the vehicle within 15 days from the date of receipt of LOA. However if there is any difficulty in the supply of vehicle as per order, due to Lockdowns etc.. the contractor can supply a suitable alternate vehicle(Registered on or after 01.01.2019)_ for a short period of max. three months with the approval of CoPT by which time the vehicle as per the order shall be supplied without fail.

2.15 RIGHT TO VARY QUANTITIES

Cochin Port Trust reserves the right at any time after the award of contract to increase or decrease the vehicles to be hired specified in the Schedule without any change in hiring charges of the offered quantity and other terms and conditions.

2.16 SECURITY DEPOSIT

The successful bidder shall furnish a Security Deposit for 10% of the whole contract value of which 5% will be in the form of Account payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any of the commercial Bank or payment online in an acceptable form safeguarding the purchaser's interest in all respect. 5% will be deducted from the running account bills.

The security Deposit shall be refunded to the successful tenderer on expiry of the contract after recovery of any damages or losses caused to the Port without any interest.

Security deposit will be forfeited

a. In the event of tenderer violating any of the tender conditions.

OR

b. In the event of non supply of vehicle, etc.

GST as applicable rate in case of encashment of BG/recovery from the 5% retention money towards recovery of LD/Penalty will be charged as per rules i.e LD /penalty,if recovered from the contractor will attract GST as per the applicable rate.

2.17 AGREEMENT

The successful bidder shall be required to execute an agreement as per the format provided at his expense on Kerala Govt. stamp paper of value Rs.200/- for the due and proper fulfillment of the contract.

2.18 VALIDITY OF TENDER

This tender shall remain valid for 90 days after the date of opening of bids.

2.19 **Mode of payment** : Payment will be made on the basis of rate quoted by the bidder as per the Schedule- I, on monthly basis through RTGS/NEFT. Bills may be submitted /addressed to the **Secretary,CoPT.**

2.20 The monthly payment will be made within a period of 30 days time after submission of the bills along with the logbook. The Cochin Port Trust can also arrange e- payment, for which the contractor is required to furnish the bank account and other relevant details separately.

2.21 **Tender may be submitted for rates/month for the vehicle.**

Date :

(Signature with seal)

(Tenderer)

COCHIN PORT TRUST

SUPERINTENDING ENGINEER (M) ICE

“e-Tender for Dry Leasing of One No. commercially registered (Brand new vehicle registered on or after 01.01.2020) white colour Mahindra XUV 500 (Diesel Vehicle) for the Period of Five years.”

3- GENERAL CONDITIONS OF CONTRACT

3.1.PAYMENT TERMS

The bills shall be submitted in duplicate to the Authority specified in the contract along with duty slips duly signed by the user on monthly basis.

(a). The price to be quoted should be **exclusive** of GST.

(b). The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.

(c) Deductions towards statutory taxes as per the rules,if any prevailing in force at the time of payment of bills shall be made while releasing the bill amount.

(d) GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Trust, which will be paid to the Contractor by the Board along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected. 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 Trust and the Contractor is to be clearly mentioned with all the bills.
- iii. Invoice 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.
- v. Contractor should liable to pay TDS as per Govt. Rules.

(e). Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Trust will result rejection of his /their tender.

3.2. TERMINATION OF CONTRACT

3.2.1 Cochin Port Trust may without prejudice to any other remedy for breach of contract may terminate the contract.

(a) If the contractor fails to supply vehicles within the period(s) specified in the contract or any extension thereof granted by Cochin Port Trust.

(b) If the contractor fails to perform any other obligation (s) under the contract.

- (c) The Cochin Port Trust may terminate this agreement without assigning reasons at any time upon providing 45 days written notice to the contractor .
- 3.2.2 Cochin Port Trust may, without prejudice to other rights under the law or contract provided, get the hiring of vehicle done at the risk and cost of the contractor, if the contract is terminated for the fault of the contractor.
- 3.2.3 The Security Deposit will be forfeited on termination of contract on the default of the contractor.

3.3 TERMINATION FOR INSOLVENCY

Cochin Port Trust may also by giving written notice and without compensation to the contractor terminate the contract, if the contractor becomes, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

3.4. FORCE MAJEURE

- 3.4.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes or lockouts (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of CoPT as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

3.5. PERIOD OF CONTRACT

The period of contract for hiring of vehicles is five years

3.6. AVAILABILITY

Even though the vehicles are hired for normal daily usage, including holidays the tenderer should ensure that the vehicle is made available as per requirement of the CoPT on all the 365 days if required.

- 3.7 a. 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.
- b. Contractor should provide name plates on the vehicle as per the directions of the employer

3.8. PENALTY

In case the alternate vehicle is not made available at any time, due to any reason, Cochin

Port Trust will make its own arrangement and recover the cost or charges per day/hour on pro-rata basis shall be deducted from the tenderer. In addition, as genuine pre estimate of loss that may occur to CoPT on account of non availability of vehicle, an amount of Rs.5,000/-per day/vehicle will be imposed.

3.9. The contractor shall keep the Insurance and permit of the vehicles valid throughout the period of contract. All expenses for the vehicle, including repair charges, road tax, insurance, etc., come under the purview and responsibility of the contractor.

3.10. The successful tenderer shall indemnify the CoPT in case of any Third Party claim.

Date :

(Tenderer,
Signature with seal)

ANNEXURE-II

**PROFORMA OF UNDERTAKING– REGARDING ILLEGAL METHODS FOR INFLUENCING
TENDER PROCESS**

To

The Superintending Engineer(M) ICE,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No.D/ICE/T-1/ Dry Lease/ Mahindra XUV500/2020-M dated 08.05.2020 so as to influence the Tender process and have not committed any offence under the PC Act in connection with the Tender.

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-III

**PROFORMA OF UNDERTAKING - REGARDING DISCLOSURE OF PAYMENT MADE /
PROPOSED TO BE MADE TO THE INTERMEDIARIES (AGENTS, ETC.) IN CONNECTION
WITH THE TENDER**

To

The Superintending Engineer(M) ICE,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Tender
No.D/ICE/T-1/ Dry Lease/ Mahindra XUV500/2020-M dated 08.05.2020

1. _Rs. _____ to Mr./Ms./Messrs _____
_____ (Name and Address)

2. _Rs. _____ to Mr./Ms./Messrs _____
_____ (Name and Address)

3. _Rs. _____ to Mr./Ms./Messrs _____
_____ (Name and Address)

Yours faithfully,

Signature :

Name & Designation :

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

ANNEXURE-IV

Proforma of Undertaking -That no changes have been made in the tender document downloaded

To

The Superintending Engineer(M) ICE,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Sir,

I/We.....
.....do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the **TENDER No.D/ICE/T-1/ Dry Lease/ Mahindra XUV500/2020-M dated 08.05.2020.**

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-V

Proforma of Undertaking - That the bidder has not been debarred from Cochin Port Trust or any Government, Semi-Government/ reputed organizations

To

The Superintending Engineer(M) ICE,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Dear Sir,

We/I.....

.....do hereby declare that we/I have not been debarred from participating in tenders by Cochin Port Trust or any Government, Semi-Government/ reputed organizations .

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-VI

Proforma of declaration that the firm will be able to supply commercially registered Brand new white colour Mahindra XUV 500 (Dieselvehicle) registered on or after 01.01.2020.

The Superintending Engineer(M) ICE,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Sir,

We/I.....

.....do hereby declare that we/I will be able to supply Brand new commercially registered vehicle,.

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-VII

AGREEMENT No...of

This agreement is made at Cochin on the day of BETWEEN M/s.having its office atrepresented by its Managing Director, Sri. aged years, S/o Sri. Adress....., village, Taluk, District, (hereinafter referred to as the “CONTRACTOR” which expression shall include his successors, assignees, representatives and administrators) of the one part AND the Board of Trustees of the Port of Cochin, a body corporate under the Major Port Trusts Act 1963, having its office at Willingdon Island, Cochin-682009, represented by its Chief Mechanical Engineer,Sri.....,aged years,S/o,Sri residing at address..... (herein after referred to as the “EMPLOYER” which expression shall include their successors, assignees and administrators in the office) of the other part.

WHEREAS pursuant to the Notice inviting Tender issued by the Employer, the tender submitted by the Contractor has been accepted by the Employer and the Employer has agreed to award the contract for Dry Leasing of 1 No. white colour Mahindra XUV500 diesel vehicle for five years as per the Terms and Conditions of the Tender Notice No.D/ICE/T-1/ Dry Lease/ Mahindra XUV500/2020-M dated 08.05.2020. General Conditions of Contract and the rates specified in the Schedules appended.

(1). Schedule

Supply of One No. white coloure Mahindra XUV 500 (Diesel Vehicle), commercially registered (Brand new vehicle registered on or after 01.01.2020) for the Period of Five years.

Daily usage-24 hrs.

Rate per month-Rs...../-

For M/s

Chief Mechanical Engineer

Managing Director/Proprietor

Cochin Port Trust.

Contd....2

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

- 1.
- 2.
- 3.
- 4.
- 5

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

1. The Contractor agrees and guarantees the supply of the above said 1 No.Mahindra XUV 500 diesel vehicle on dry lease basis as per the terms and conditions stipulated in the tender documents.
2. The Contractor shall always put into use a Brand New vehicle registered on or after 01.01.2020 .
3. The Contractor shall keep with / furnish with the Employer a Security Deposit of 10% of the Contract value. .5% (Rs...../-) in the form of Bank Guarantee of Nationalized / Scheduled Bank having branches in Cochin, and 5% (i.e. Rs./-) (Rupees only) shall be deducted from Contractor's running Bills. The Security Deposit shall be refunded on expiry of the Contract without any interest after recovery of any losses etc. caused to the Employer by the Contractor.
4. This Agreement will remain valid for a period of Five years from, 20.... to20.... after which date, the agreement will automatically stand terminated by the efflux of time. However, the contract can be terminated by the Employer with 45 days notice without specifying any reasons thereof.
5. The Contractor shall comply with all the terms and conditions of Tender Documents contained which are part and parcel of this agreement and forming integral part of this agreement and in the event of a conflict between the parties in connection with dry leasing of vehicle, the terms of this agreement shall prevail.

For M/s

Chief Mechanical Engineer

Managing Director/Proprietor

CochinPort Trust.

6. The Contractor shall provide the vehicle registered for commercial purpose only and having valid insurance, updated tax remittance and all the other certificates necessary for the operation of the vehicles as per the prevailing laws. The applicable charges in this regard shall be paid by the Contractor.
7. In case of accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor and the Employer shall have no liability whatsoever.
8. The contractor is liable for any legal dispute/cases/claim that have arisen or may arise during the currency of the agreement in respect of vehicles provided by the Contractor. The Employer will not be liable for any loss, damages, etc., suffered / to be suffered by the contractor or third party, as the case may be. The Contractor shall indemnify the CoPT and its officials from any of the third party claim.
9. The Contractor shall also be liable for payment of penalties etc. related to, traffic, other criminal offences etc. arising out of or concerning the use of the vehicle during the dry lease period and the Contractor accordingly indemnifies the Employer against all such liability.
10. In witness whereof Sri., Managing Director of M/s. hereunto set his hand and seal and on behalf of the Board of Trustees of the Port of Cochin, represented by its Chief Mechanical Engineer, Sri. has set his hand and common seal of the Board of Trustees of the Port of Cochin, hereunto affixed the day, month and year first written above.

Signed , sealed and delivered by

Managing Director/Proprietor M/s.

Signature of Contractor

ForM/s.....

Managing Director/Proprietor

Signed and affixed seal in the presence of

1.

2.

Signed, Sealed and delivered by the
Chief Mechanical Engineer Cochin Port Trust on
behalf of the Board of Trustees of Port of Cochin.
Signed and affixed the common seal of

Chief Mechanical Engineer
Cochin Port Trust

the Board of Trustees of the Port of Cochin,
in the presence of

1.

2.