



# COCHIN PORT TRUST

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## TENDER DOCUMENT FOR ENGAGEMENT OF MANPOWER AGENCY FOR PROVIDING PROJECT CONSULTANTS

(TECHNICAL BID)

(e-Tendering Mode)

Website: [www.tenderwizard.com/CPT](http://www.tenderwizard.com/CPT)

Tender No. C2-1/T-1921/2020-C

COCHIN PORT TRUST,  
CHIEF ENGINEER'S OFFICE,  
COCHIN - 682 009.

Price : Rs.2100/- (2000 + 5% GST)

**COCHIN PORT TRUST  
CIVIL ENGINEERING DEPARTMENT**

**Tender No: C2-1/T-1921/2020-C**

**TENDER FOR ENGAGEMENT OF MANPOWER AGENCY FOR  
PROVIDING PROJECT CONSULTANTS**

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## COCHIN PORT TRUST

Chief Engineer's Office,  
Cochin Port Trust,  
W/Island, Cochin – 682009, KERALA  
Tele: 91-0484-2666414/0484-258-2400  
website: [www.cochinport.gov.in](http://www.cochinport.gov.in)



Tender No. C2-1/T-1921/2020-C

Date :- 20/06/2020

### 1. TENDER NOTICE

1.1 Electronic tenders (e-tenders) on percentage basis in two stage bidding (Technical Bid & Price Bid) are invited for “Engagement of Manpower Agency for providing Project Consultants” for carrying out supervision of different types of civil works like construction of berths, roads, building etc., in Cochin Port Trust, for a period of two years from 1<sup>st</sup> August 2020 and likely to be extended for another two years on the same terms and conditions, at the discretion of CoPT and based on the Performance of the Service Vendor.

1.2 Tenders will be received **up to 14.30hrs on 10/07/2020** and will be opened by the Chief Engineer, Cochin Port Trust at this office on the same day at **15.00 hrs.**

**Estimated cost:Rs.1,68,00,000/-**

1.3 The Tender Document can be down loaded from the e-tendering portal [www.tenderwizard.com/CPT](http://www.tenderwizard.com/CPT) **from 10.00hrs. on 2006./2020 to 14.30hrs on 10/07/2020** by making online requisition & submission of Demand Draft/ Banker's Cheque for **Rs.2000/-+GST @5%(ie, Rs.2100/-)** drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, being the cost of single copy of the Tender Document. **Scanned copy of the DD/ Banker's Cheque shall be attached with the e-tender.**

1.4 The Tender Documents are also available at Port's website [www.cochinport.gov.in](http://www.cochinport.gov.in) or Government of India CPP portal for reference.

1.5 The bidders should have a valid digital signature certificate (Class-II or Class-III), issued by any of the valid Certifying Authorities to participate in the online tender.

1.6 The bids shall be uploaded in electronic form only through e-tender portal [www.tenderwizard.com/CPT](http://www.tenderwizard.com/CPT).

### 1.7 EARNEST MONEY TO BE DEPOSITED

Each tender should be accompanied by an Earnest Money amounting to **Rs.1,68,000/-**. The Earnest Money can be deposited through Demand Draft or

Banker's Cheque or Pay Order from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Trust. The original DD/Banker's Cheque/ Pay Order shall be submitted to the Chief Engineer/ Dy.CE/SE, Cochin Port Trust, Cochin – 9, before opening time of the tender. Scanned copy of the DD/ Banker's Cheque shall be attached with the tender submitted "online". The Earnest Money deposited will not carry any interest.

- 1.8 Two separate DDs/ Bankers' Cheques towards Cost of Tender Document and EMD (as mentioned in clause 1.3 & 1.7 above) shall be submitted to Cochin Port Trust before the scheduled date and time of opening of Stage 1 of the bid (Technical Bid), failing which the bid will be rejected.
- 1.9 Scanned copy of DD/ Bankers' Cheque towards Cost of Tender Document and EMD (as mentioned in clause 1.3 & 1.7 above) shall also be uploaded in the e-tender portal [www.tenderwizard.com/CPT](http://www.tenderwizard.com/CPT), failing which the bid will be rejected.
- 1.10 The bidders need to obtain one time User ID & Password for log-in to e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) from the service provider KEONICS, by paying the required registration amount through online Payment using Credit/Debit Card/Net banking in favour of "KSEDCL, Bangalore". **For further details, please contact e-Tender Help Desk No. 080-40482000/9746118529/ 9605557738.**
- 1.11 The tenders shall be submitted "online" strictly in accordance with the Instructions to Tenderers and other Terms & Conditions given in the tender document.
- 1.12 The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender document and EMD; proof of experience, financial details, etc. in the e-tender portal [www.tenderwizard.com/CPT](http://www.tenderwizard.com/CPT).
- 1.13 All benefits applicable to Micro, Small & Medium Enterprises (MSME) as per Public Procurement Order 2012 shall be applicable for this tender.
- 1.14 Time schedule for various activities in connection with this tender will be as follows:
  - 1.14.1 Availability of Tender Document: [www.cochinport.gov.in](http://www.cochinport.gov.in); [www.eprocure.gov.in/ cppp](http://www.eprocure.gov.in/cppp); [www.tenderwizard.com](http://www.tenderwizard.com) from 20/06/2020 to 10/07/2020.
  - 1.14.2 Opening of Stage 1 of the bid: 15 Hrs on 10/07/2020.
  - 1.14.3 Opening of Price Bid (Stage-2) of qualified Tenderers: Will be announced later.

**1.15 BIDDERS WITH THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA ONLY MAY PARTICIPATE:**

1.15.1 The firm/ Individual must have registered in India as a Man Power Supplier and having experience of supplying Manpower to any in any Major Ports, Govt. Institutions, Central and State Public Sector Units, Public or Private Ltd. Companies, Cargo Terminals/ Sea Ports/ Airports/ CFS/ Large manufacturing Factories for minimum 2 years tenure in the last 7 years ending 31<sup>st</sup> May 2020. **(A copy of the certificate of Incorporation from Registrar of Companies to be submitted as proof).**

1.15.2 Bidder shall be a company or individual in existence for the last 5 years performing in the field of Manpower supply.

1.15.3 Copy of original Service Order and Service Completion certificate of having successful completion of **Similar Services** during the last 07 (Seven) years ending on 31-05-2020 shall have to be submitted in respect of:

(a) **Three similar Services each costing not less than 67.20 Lakhs**

**or**

(b) **Two similar Services each costing not less than Rs.84.00 Lakhs**

**or**

(c) **One similar Service costing not less than Rs.134.40 Lakhs**

**Explanatory notes:**

- (a) Similar work(s) means “Man Power Supply”
- (b) The experience certificate of manpower supply executed in private sectors/organizations, shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.
- (c) Copy of completion certificates issued by the owner/ responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain, date of commencement & date of completion of the contract.
- (d) Following enhancement factors will be used for the costs of contract executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

Year before	Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21

Four years	1.28
Five years	1.35
Six years	1.42

**1.15.4 Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31<sup>st</sup> March 2019 shall not be less than Rs.50.00 Lakhs.

In proof of this Audited Annual Accounts Statements or IT returns duly acknowledged by the Income Tax department along with computation statement signed by the Auditor/ Chartered Accountant, for the last three years shall be produced by the tenderer.

1.16 **Security Deposit:** The successful tenderer will be required to furnish Security Deposit for Rs.8,40,000/- on not later than **15 days** from the date of receipt of work order in one of the following forms:

i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank.

ii) An irrevocable Bank Guarantee(BG) in a stamp paper of value Rs.200/- enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India as per the prescribed proforma. The Bank Guarantee furnished towards the security deposit shall be valid up to the completion of the guarantee period and shall have a claim period of three months after successful completion of guarantee period. In case of extension of Guarantee period, Bank Guarantee has to be extended for a further period as required by Cochin Port Trust to cover the guarantee period. Any expenditure in this regard will be borne by the contractor. FORM II PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT is appended along with this tender document. Bank Guarantee has to be furnished in this format. If the contractor fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract from Security Deposit/any sums of money due or that may become due to the Contractor. This is without prejudice to the rights of the Port Trust under the terms and conditions of this Contract.

1.17 Unless Security Deposit is furnished within the period as specified above or such extension of that period as may be permitted by the Engineer in writing, the Earnest Money will be liable to forfeiture and the Contract to cancellation.

1.18 Security Deposit will be released / refunded to the Contractor not later than 30 days from the date of completion of Service Period.

1.19 Tenders which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect is liable for rejection. Such tenders shall be entered in the tender opening register but their rates shall neither be read out nor entered in the register. Only remark mentioning the reason of rejection in brief shall be appended against such entry.

1.20 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to

- rejection.
- 1.21 The tenderer shall specify the PAN No. allotted to him so that Chief Engineer/ Executive Engineer can ascertain his liability to the Income Tax Department.
- 1.22 The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- 1.23 (i) The tenderer should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 60 days for which request in writing/ telefax/e-mail by the Chief Engineer before the expiry of the original validity would be sufficient intimation. The receipt of the intimation of the Chief Engineer should be acknowledged.  
(ii) Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the Earnest Money deposited by the tenderer shall be forfeited.
- 1.24 **Taxes and Duties:**
- 1.24.1 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.
- 1.24.2. 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.
- 1.24.3. Any stipulation by a tenderer that taxes and duties deductible from these bills should be borne by the Port Trust will result in the summary rejection of his /their tender.
- 1.25 Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rate of one percent or at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the Contractor and the same will be deducted from Contractor's bills while making payment or when crediting amount to Contractor's account.
- 1.26 The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.
- 1.27 This Tender Notice shall form part of the Contract.

**Chief Engineer**  
**Cochin Port Trust**  
**For and on behalf of the Board of Trustees of the Cochin Port Trust**

## 2. INSTRUCTIONS TO TENDERERS

- 2.1 Electronic Tenders (e-tenders) in two stage bidding (Technical Bid & Price Bid) are invited from eligible Tenderers for “Engagement of Manpower Agency for providing Project Consultants” for carrying out supervision of different types of civil works like construction of berths, roads, building etc., in Cochin Port Trust, for a period of two years from 1<sup>st</sup> July, 2020 and likely to be extended for another one or two years on the same terms and conditions, at the discretion of CoPT and based on the Performance of the Service Vendor.
- 2.2 Tenders should be submitted in accordance with the instructions to **Tenderers**, General Terms & Conditions of Contract and Special Terms & Conditions of Contract as enumerated in this tender document.
- 2.3 **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal [www.tenderwizard.com/CPT](http://www.tenderwizard.com/CPT) or from **Port’s** website [www.cochinport.gov.in](http://www.cochinport.gov.in) or from Central Public Procurement Portal [www.eprocure.gov.in/cppp/](http://www.eprocure.gov.in/cppp/).
- 2.4 **Cost of tender document: Rs.2100/-** (Rs.2000+5% GST), is to be remitted in the form of Bankers’ Cheque (BC) or Demand Draft (DD) from a Scheduled/Nationalized bank having their branch in Cochin, drawn in favour of FA & CAO, Cochin Port Trust, payable at Cochin. Cost of tender document will not be refunded. Cost of tender document in the form of Cash /Cheque/ Bank Guarantee will not be accepted. Tenders without cost of tender document will not be accepted.
- 2.5 **EMD: Rs.1,68,000/-** is to be remitted in the form of the Bankers’ Cheque/DD from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA & CAO, Cochin Port Trust, payable at Cochin. Earnest money in the form of Cash/Cheque/ Bank Guarantee will not be accepted. Tenders without EMD will not be accepted.
- 2.5.1 The Earnest Money Deposit of unsuccessful tenderers other than 2<sup>nd</sup> lowest tenderer will be refunded on award of contract to the successful tenderer. The EMD of successful tenderer & the 2<sup>nd</sup> lowest tenderer will be refunded on submission of security deposit as per clause 3.7 and executing agreement as per clause 3.5 of this tender document.
- 2.5.2 No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.
- 2.5.3 The **EMD shall be forfeited** under following circumstances:
- 2.5.3.1 In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 90 days from the last date fixed for receiving the same.
- 2.5.3.2 Failing to furnish security deposit within the stipulated time, upon award of contract or failing to enter into an agreement with Cochin Port Trust as required in the tender within the stipulated time or within such extended time granted by Cochin Port Trust, the tender shall be liable to be cancelled



and EMD shall be forfeited.

- 2.5.4 Upon submission of Security Deposit and signing of Agreement by the successful tenderer, the Cochin Port Trust will notify each unsuccessful tenderer and will refund their EMD.
- 2.6 Downloaded tender document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped **on all pages** for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed tender document (**except price-bid**) shall be scanned and uploaded in the e-tender portal [www.tenderwizard.com/CPT](http://www.tenderwizard.com/CPT). Any tender not so complete is liable to be rejected.
- 2.7 **BIDDERS WITH THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA ONLY MAY PARTICIPATE:**
- 2.7.1 The firm/ Individual must have registered in India as a Man Power Supplier and having experience of supplying Manpower to any in any Major Ports, Govt. Institutions, Central and State Public Sector Units, Public or Private Ltd. Companies, Cargo Terminals/ Sea Ports/ Airports/ CFS/ Large manufacturing Factories for minimum 2 years tenure in the last 7 years ending 31<sup>st</sup> May 2020. (**A copy of the certificate of Incorporation from Registrar of Companies to be submitted as proof**).
- 2.7.2 Bidder shall be a company or individual in existence for the last 5 years performing in the field of Manpower supply.
- 2.7.3 Copy of original Service Order and Service Completion certificate of having successful completion of **Similar Services** during the last 07 (Seven) years ending on 31-05-2020 shall have to be submitted in respect of:

- (a) **Three similar Services each costing not less than 67.20 Lakhs**
- or**
- (b) **Two similar Services each costing not less than Rs.84.00 Lakhs**
- or**
- (c) **One similar Service costing not less than Rs.134.40 Lakhs**

**Explanatory notes:**

- (a) Similar work(s) means “Man Power Supply”
- (b) The experience certificate of manpower supply executed in private sectors/organizations, shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.

- (c) Copy of completion certificates issued by the owner/ responsible officer of the owner under whom he has executed such contract shall be attached. The certificate shall contain, date of commencement & date of completion of the contract.
- (d) Following enhancement factors will be used for the costs of contract executed for bringing the financial figures to a common base value in respect of the works completed in the past years.

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

#### **2.7.4 Financial Turnover:**

Average Annual Turnover of the tenderer during the last three financial years ending 31<sup>st</sup> March 2019 shall not be less than Rs.50.00 Lakhs.

In proof of this Audited Annual Accounts Statements or IT returns duly acknowledged by the Income Tax department along with computation statement signed by the Auditor/ Chartered Accountant, for the last three years shall be produced by the tenderer.

2.8 **Validity of Tender:** The tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Cochin Port Trust may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The tenderer will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

2.9 **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Trust, for any reason, whether at its own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment.

2.9.1 Any amendments issued will be hosted in the Cochin Port Trust website/ e-tender portal/ CPP website at least 5 days prior to the last date specified for submission of the tender. Tenderers shall verify if any such amendment/modifications have been issued in CoPT website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any are made, the same shall be binding on the tenderer.

2.9.2 The Cochin Port Trust may at their discretion extend deadline for the

submission of tenders by notification in the Cochin Port Trust website to enable prospective tenderer to take the amendment into account while preparing the tender.

- 2.10 The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender.
- 2.11 Power of attorney for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender.
- 2.12 The tenderer should not submit their offer with any conditions/counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
- 2.13 All the documents submitted should be indexed and page numbered.
- 2.14 The tenderer shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.
- 2.15 The submission of a tender by tenderer implies that he has read this instruction and the General and Special Terms and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender. The principle of *caveat emptor* (let the buyer be aware) will apply.
- 2.16 Submission of Tender:
  - 2.16.1 DDs/Bankers' Cheque for the Cost of Tender Document and EMD have to be scanned and attached in the e-tender portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). Original DDs/ Bankers' Cheque for the Cost of Tender Document and EMD has to reach office of the Chief Engineer, Cochin Port Trust, on or before the date and time fixed for opening of Stage I of the bid. Tenders which do not satisfy this condition will be rejected.
  - 2.16.2 The tender document should be submitted as two separate files in the e-Tender Portal; one file consisting of following documents:
    - 2.16.2.1 Tender documents duly filled (except price schedule) signed and stamped on all pages.
    - 2.16.2.2 Copy of Certification of Registration of the company.
    - 2.16.2.3 Copies of profit and loss statement, balance sheets and auditor's report / annual report for the past 3 years ending 31st March 2019.
    - 2.16.2.4 Copies of GST registration certificate etc.
    - 2.16.2.5 Copies of EPS/ ESI registration certificates.
    - 2.16.2.6 Duly executed Power of Attorney in favour of person authorized to sign the tender document.
    - 2.16.2.7 Copy of the License for man power supply.
    - 2.16.2.8 Copy of PAN, TIN.
    - 2.16.2.9 Schedules A, C, D & E and Annexure I duly filled and signed.
    - 2.16.2.10 Copy of the work Order and Certificate of satisfactory completion of two years man power supply from the clients mentioned at clause 2.7.3.
  - 2.16.3 The Price Bid format (Schedule B) is given separately. It should be

- filled **ONLINE** by the bidder. The rate quoted should be excluding the applicable taxes.
- 2.16.4 The tenderers are required to submit the Price Bid in '*e-tender*' **mode** only on [www.tenderwizard.com](http://www.tenderwizard.com) before the due date and time fixed for opening of the same.
- 2.17 Disclosure / indication of the Price(s) elsewhere shall make the Tender disqualified and will be rejected.
- 2.18 Corrections should be duly attested by the signature(s) of the tenderer(s) with date.
- 2.19 Cochin Port Trust will not provide any forms for getting any exemptions from payment of duties and taxes.
- 2.20 **Opening of Tenders:**
- 2.20.1 Stage 1 of the bid will be opened at 15.00 hrs on 10/07/2020 in the e-tender portal [www.tenderwizard.com/CPT](http://www.tenderwizard.com/CPT). Tenderers can witness the tender opening by logging into the e-tender portal at the date and time fixed for tender opening.
- 2.20.2 Price Bid of those tenderers who are found qualified after evaluation of MQC will be opened "on-line". Date and time of opening of price- bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging into the e-tender portal at the date and time intimated for opening of Price Bid.
- 2.21 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.
- 2.22 **Determination of Responsiveness:** The tender which does not satisfy the MQC shall summarily be rejected and will not be considered for further evaluation. The Port Trust 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. Also, a tender that, in relation to the cost estimate of the Port Trust, is seriously unbalanced may be rejected as non-responsive.
- 2.23 Canvassing in connection with the tender is strictly prohibited and the tenders submitted by those who resort to canvassing, will be liable for rejection.
- 2.24 Tenders which do not fulfill all or any of the conditions stated in this document or which contain any other condition of any sort including conditional rebates or are incomplete in any respect are liable for rejection.
- 2.25 **Evaluation and comparison of tenders:** 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.

2.26 **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.

2.27 **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**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.28 Summary of Time Schedule:

Issue of Tender Document	20-06-202 to 14.30 Hrs on 10-07-2020
Last Date of Submission	14.30 Hrs on 10-07-2020
Stage I Opening Date	15 Hrs. on 10-07-2020.
Price Bid Opening Date	Will be intimated later to qualified bidders

**SIGNATURE OF TENDERER**

### 3. GENERAL TERMS & CONDITIONS OF CONTRACT

- 3 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:
- 3.1.1 “Employer/Cochin Port Trust/CoPT” means Board of Trustees of Port of Cochin, a body corporate under the Major Port Trusts Act, 1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, or any other officers so nominated by the Board.
  - 3.1.2 “Contractor/Supplier” means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Trust and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
  - 3.1.3 “Contract” means and includes Tender Documents, instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Schedules, Annexure etc., any amendments thereto, Tender, Letter of Acceptance and the Contract Agreement.
  - 3.1.4 Tender “means the offer of the contractor along with tender document and all other relevant documents as referred to in the contract.
- 3.2** Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Trust under any circumstances.
- 3.3 Contractor to inform himself fully:** The contractor shall be deemed to have carefully examined the general and special conditions of contract, and tender document and understood himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the contract and satisfy himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
- 3.4 Notification of Award:-**Prior to expiry of tender validity or extended validity, the Cochin Port Trust shall notify the successful tenderer, in writing, that his tender has been accepted. Until a formal contract is prepared and executed, the notification of award and tender document shall constitute a binding contract.
- 3.5 Contract Agreement:** The successful tenderer will be required to execute an agreement at his expense on Two Hundred Rupees (Rs.200/-) Kerala Stamp Paper in the format “FORM I – FORM OF AGREEMENT” for the due and proper fulfillment of the contract, within 30 days from the date of issue of Letter of Acceptance. Pending preparation and execution of the contract agreement as above, the tender submitted by the contractor together with Letter of Acceptance/Letter of Appointment issued by Chief Engineer, CoPT accepting the tender shall constitute a binding contract between CochinPort Trust and the Contractor.
- 3.6** In the event of the tenderer, after the issue of the communication of acceptance of offer by the Port Trust, failing/refusing to execute the agreement as provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor’s calculated and 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 Port shall have full right to claim damages thereof either together with or in addition to the forfeiture of Earnest Money Deposit.
- 3.7 Security Deposit:** The successful tenderer will be required to furnish Bank

Guarantee towards Security Deposit for Rs.8,40,000/- on a stamp paper of value Rs.200/- within 15 days from the date of issue of work order. The Bank Guarantee furnished towards the security deposit shall be valid up to the completion of the guarantee period and shall have a claim period of three months after successful completion of guarantee period. In case of extension of Guarantee period, Bank Guarantee has to be extended for a further period as required by Cochin Port Trust to cover the guarantee period. Any expenditure in this regard will be borne by the contractor. Bank Guarantee has to be furnished in the format available with the department. If the contractor fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract from Security Deposit/any sums of money due or that may become due to the Contractor. This is without prejudice to the rights of the Port Trust under the terms and conditions of this Contract.

- 3.8** Liability towards Income Tax/GST, any other statutory taxes, as per the rules/directions of the concerned Departments, prevailing in force at the time of operation of the service will be discharged by the successful tenderer directly to such authorities. The successful tenderer shall avail the necessary registration before statutory authorities for this purpose.
- 3.9 Suspension of Service:** If any of the following events shall have happened and /or is continuing, Cochin Port Trust may, by written notice to the Contractor, suspend the service:
- 3.9.1 Violation of any of the conditions mentioned in the Agreement for the performance of this contract shall have occurred on the part of the Contractor or the persons acting on his behalf or any of his employees.
- 3.9.2 Any condition which makes it unable for either party by reason of "Force Majeure" as referred below, for successful performance of the contract.
- 3.10** Cochin Port Trust shall be empowered to revoke the suspension of service as and when it feels that the normal operations can be resumed.
- 3.11 Termination of Contract:** The Contract shall be terminated under following circumstances:
- 3.11.1 Any of the conditions of suspension of service continuing for a period of two weeks after Cochin Port Trust has given the written notice of suspension to the Contractor.
- 3.11.2 If the contractor, in the judgment of the Cochin Port Trust, has engaged in fraud and corruption, in competing for or in executing the contract.
- 3.11.3 Violation of any of the conditions of the contract by the Contractor or the persons acting on his behalf or any of his employees. In such cases the security deposit will be forfeited and further action deemed fit will be initiated against the Contractor.
- 3.11.4 The Contractor has the right to terminate this contract on his own by giving 30 days written notice to the management after approval of his request for termination.
- 3.11.5 Notwithstanding anything contained in any of the clauses herein, Cochin Port Trust reserves the right to terminate this Agreement without assigning any reason by giving 30 days notice in writing to the Contractor without payment of compensation in any manner whatsoever. Cochin Port Trust shall also be at liberty to terminate this Agreement forthwith without any notice to the Contractor or payment or in lieu thereof, if, on account of any statute or order or rule

or regulation or award, judgment or decision, Cochin Port Trust is required not to have the aforesaid services as provided under this Agreement.

- 3.11.6 Cochin Port Trust, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Trust's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

### **3.12 Force Majeure**

- 3.12.1 The term "Force Majeure" as employed herein, shall mean "Act of God, Landslides, Earth Quakes, Storms, Floods and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome."
- 3.12.2 If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India, to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within two weeks after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for, as long as the inability continues;
- 3.12.3 Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 3.11.1 above or delays arising from such event;

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

- 3.14** All statutory approvals are in the contractor's scope.

- 3.15** Contractor shall comply with statutory obligations of State and Central Government, wherever applicable.

- 3.16** In case of non compliance of any of the terms mentioned in this tender by the Contractor, Port reserves the right to terminate the contract and forfeit the Security Deposit.

- 3.17** Dispute or difference on any matter whatsoever, pertaining to the contract shall not be raised by the contractor after submission of 'No Claim Certificate' in the form as per the format enclosed as Form III.

- 3.18 Law governing the contract:** This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws in India and shall be under the jurisdiction of courts in Cochin Corporation limits only.

**SIGNATURE OF TENDERER**



## **4. SPECIAL TERMS & CONDITIONS OF CONTRACT**

### **4.1 SCOPE OF WORK**

The contract involves engagement of 05 (five) Nos. Project Consultant (Senior) and 15 Nos. Project Consultant (Junior) as per qualification given below for supervision of different types of Civil Works like construction of berths, roads, buildings etc. Under Civil Engineering Department, Cochin Port Trust for a period of 2 years from July 2020 and likely to be extended for another two years on the same terms and conditions, at the discretion of CoPT and based on the performance of Service Vendor.

**4.1.1 The number of Project Consultant mentioned above is approximate and the number may be varied as per the requirement and as per the discretion of the Cochin Port Trust**

4.1.2 Round the clock service of the incumbents are required.

4.1.3 The work shall be in three shifts. Working hours will be 9 hours. Out of this, 1 hour will be leisure time for taking food etc. subject to the contingency of the work. The shift time will be decided by Cochin Port Trust as per requirement.

4.1.4 Project Consultant (Senior) should be a Graduate Engineer in Civil Engineering branch with minimum 2 years experience in Planning/ Construction/ Design/ Maintenance, preferably in Port and Marine structures, in an Industrial/ Commercial/ Govt. undertaking. The maximum age limit shall be 50 years as on 31<sup>st</sup> March 2020 and retired persons from Govt. of India/ State Govt. / Public sector/ Govt. undertaking also considered, provided they are fit

4.1.5 Project Consultant (Junior) should be a Diploma holder in Civil Engineering branch with minimum 1 year experience in Planning/ Construction/ Design/ Maintenance, preferably in Port and Marine structures, in a reputed firm. The maximum age limit shall be 50 years as on 31<sup>st</sup> March 2020 and retired persons from Govt. of India/ State Govt. /Public sector/ Govt. undertaking also considered, provided they are fit.

4.1.6 The Agency should be in readiness to provide additional incumbents on one month advance notice, if so required during the contract period. The indicative cost for Project Consultant (Senior) is Rs.50,000/- per month and Project Consultant (Junior) is Rs.30,000/- per month.

4.1.6.1 Cochin Port Trust reserves its right to accept/ reject the personnel provided without assigning any reason.

4.1.7 The brief duties of the Project Consultant (Senior) and Project Consultant (Junior) are as given below:

4.1.7.1 **Project Consultant (Senior):** He shall initiate/execute/ Supervise Civil Engineering works namely Planning/ Construction/ Design/ Maintenance etc. as per the direction of Engineer

4.1.7.2 **Project Consultant (Junior):** He shall supervise the various types of civil works executed by the Civil Engineering Dept., Cochin Port Trust as per the direction of Engineer.

- 4.1.8 The service of the incumbents shall commence within 5 days of receipt of the Work Order.
- 4.1.9 The Project consultant (Senior) and Project consultant (Junior) shall be reporting to the Officer in charge of the Civil Engineering Dept., Cochin Port Trust.
- 4.2** Cochin Port is an International Ship & Port Facility Security (ISPS) Code compliant Port and the Contractor is obliged to comply with the provisions of the code in force and as amended from time to time.
- 4.3** The Contractor shall indemnify Cochin Port Trust for any claim that may arise consequent to loss or damage to the property at the specified location during their tenure of this contract.
- 4.4** The Contractor shall indemnify or make good the loss caused to Cochin Port Trust or third party due to any act or negligence on the part of his men.
- 4.5** Deductions towards statutory taxes and duties, as per the rules/directions of the concerned government departments, prevailing in force at the time of payment of bills shall be done on releasing the bill amount.
- 4.6** The man power supply is to be provided in such a manner as not to hinder the normal business transactions of the office and will be subject to directions of the Officer in charge.
- 4.7** All safety protection/precaution as per statutory and regulatory requirements for the safety of the personnel engaged are to be provided by the agency/contractor.
- 4.8** *The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.*
- 4.9** *The Contractor should have the EPF / ESI code / certificates and shall submit the proof in order to confirm the payments made by them.*
- 4.10** *Contract Labour Act*  
*The Contractor shall furnish a valid labour license under Contract Labour (Regulation and Abolition) Act 1970 within 30 days from the date of work order and comply with all necessary required provisions of the above Act as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.*
- 4.11** *Workmen safety and Insurance*  
*The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who are working on the operation and maintenance works. The Contractor shall ensure sufficient protection gears like safety shoes, hand gloves etc. by their workers while carrying out works.*
- 4.12** *The contractor is the direct employer of the Manpower deployed by him at the Port under all labour legislation including industrial Dispute Act, 1947, etc.*
- 4.13** *The Contractor shall be responsible for any claim/ benefit/ compensation under the provisions of Industrial Disputes Act, 1947 in respect of the manpower deployed by the Contractor at Port. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from the*

*each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at Port.*

- 4.14** The tenderer shall make their own arrangements for obtaining all licenses, permits etc, if any that may be required in connection with operating the service.
- 4.15** The personnel deployed for the work by the contractor/agency shall be insured at his own cost and Cochin Port Trust will in no way be responsible for accidents and claims arising out of any such accidents.
- 4.16** The employees shall be provided with necessary uniform with cap if required and reflection jackets during night, monsoon wear and PPE by the Contractor. Cochin Port Trust shall not be held liable for any claims, penalties, suits or action against the employees provided by the Contractor.
- 4.17** The contractor shall be held liable and responsible for any accidents or damages caused by his personnel during the work from whatsoever cause arising and shall make good and compensate for such accidents or damages caused to Cochin Port Trust or third party as the case may be. The contractor will be held responsible and shall make good and compensate for anything that may be lost, stolen, removed or destroyed by the personnel deployed by the contractor during currency of contract.
- 4.18** *The Contractor shall ensure to get the C&A verification by police for all the manpower provided by him and the contractor should ensure that the manpower deployed should bear good moral character. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are provided. The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc., of the manpower deployed by him. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the manpower deployed immediately, who are all found medically unfit during the contract period.*
- 4.19** *The bidder must upload self-attested copy of its PAN, GST, EPF, ESI along with the bid.*
- 4.20** *A self-attested copy of labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.*
- 4.21** For work carried out inside restricted/controlled area the existing Security regulations and rules including safety regulations are to be followed.
- 4.22** The Officer in charge reserves the right not to accept any employee(s) without providing any reason for such non-acceptance, in which case the contractor must provide an acceptable replacement within the prescribed time.
- 4.23** The contractor shall do the works to the entire satisfaction of the Officer in charge.
- 4.24** The nomenclature “Officer in charge” used in the tender document means Chief Engineer, Cochin Port Trust and any other officer in charge of projects/units in the Cochin Port area to be nominated by Cochin Port Trust.

- 4.25** Payment will be made on monthly basis on submission of proper bill by the 10th of the succeeding month or within 10 days from the receipt of the bill, whichever is later. Deduction shall be made for absence of manpower/ failure adhere to static requirements etc.
- 4.26** The contractor shall maintain a muster roll for marking the presence of consultant deployed in each shift. This muster roll shall be counter signed by the Officer in charge and will be relied for making the payments.
- 4.27** The personnel deployed under this contract shall possess a valid Police Verification Certificate from their jurisdiction of residence and the contractor shall be held responsible for the character and conduct of all the staff deployed.
- 4.28** CONTROL OF PERSONNEL:
- 4.26.1 The Project Consultants shall, during the contract period, be for all purpose at the control of the Chief Engineer.
  - 4.26.2 If the Chief Engineer has reason to be dissatisfied with the conduct or efficiency of the above personnel, the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.
  - 4.26.3 The above persons will carry out all orders of the Chief Engineer or his representative.
  - 4.26.4 The personnel may be required to carry out estimating, office works supervision of various works etc. in the Port, under the instructions of the Chief Engineer or his authorized representative. Neither the Contractor nor the personnel will have any claim for reward or compensation for undertaking or assisting in such operations.
  - 4.26.5 ***If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six month period without genuine reason shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.***
  - 4.26.6 ***If any manpower deployed by the Contractor is absent beyond 5 days on maternity leave/ accident, etc under ESI scheme it is the responsibility of the contractor to provide suitable substitute.***
- 4.29** CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:
- 4.27.1 The Contractor after award of the work shall furnish names and depute qualified personnel as per the tender having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. The Contractor shall also provide to the satisfaction of the Chief Engineer sufficient and qualified staff to supervise the deployed Project Consultants. Whenever, on the opinion of the Chief Engineer, additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction

of the Chief Engineer.

- 4.27.2 If and whenever the Contractor's agents, shall in the opinion of the Chief Engineer by guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Chief Engineer, it is undesirable for administrative or any other reason for such persons to be employed in the work, the Contractor, if so directed by the Chief Engineer shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Chief Engineer.
- 4.27.3 Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
- 4.27.4 The Contractor shall be responsible for the proper behavior of all the employees and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Chief engineer upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

#### **4.30 AVAILABILITY & PENALTY:**

- 4.28.1 Minimum guaranteed availability of Project Consultants shall be for all days in a Calendar Month or part thereof. The Project Consultants shall carry out either shift duties of nine hours in a day or rotation duty as directed by Chief engineer. The Project Consultants shall carry out shift duties of nine hours a day. However, in case of any emergency / crisis management, the Project Consultants shall carry out additional duties as per the requirement without any additional financial liability on Cochin Port Trust.
- 4.28.2 If any of the consultant found unavailable, the penalty will be levied from time and date of such unavailability as follows, in addition to non payment of daily rates:

From the time and date of availability up to 14 days	No Penalty but the daily charges shall be such non-deducted (No work No pay)
15 to 21 days	30% of daily rates or part thereof on pro-rata basis.
Beyond 21 days	50% of daily rates or part thereof on pro-rata basis

**SIGNATURE OF TENDERER**

**5. SCHEDULE A**

<b>Clause No.</b>	<b>Description of document</b>	<b>For documents submitted, mention page No.</b>
1.3	Cost of Tender Document in the form of DD/ Banker's Cheque	
1.7	EMD in the form of DD/ Banker's Cheque	
2.6	Tender Document duly filled (except price schedule) signed and stamped on all pages	
2.7.1	Copy of certificate of incorporation/ registration	
2.7.4	Copies of balance sheets and auditor's report/ annual report for the last three years	
2.7.3	Copy of the work order and certificate of satisfactory completion of 2 years man power supply service from the client	
2.11	Power of Attorney in favour of person 23authorized to sign the Tender document	
2.16.2.4	Copy of GST registration	
2.16.2.5	Copy of ESI & EPF registration certificate	
2.16.2.7	Copy of the License for man power supply.	
2.16.2.8	Copy of TIN, PAN etc.	
7	Details of Financial Stability (Schedule c)	
8	Structure of Organization (Schedule D)	
9	Details of Experience (Schedule E)	
10	Undertaking that no changes have been made in the tender document downloaded (Annexure I)	

Note: All the documents submitted by the tenderer shall be page numbered. Tenderer is required to mention relevant page numbers of his offer while filling up the above.

**SIGNATURE OF TENDERER**

6. SCHEDULE B

COCHIN PORT TRUST							
<a href="http://www.tenderwizard.com/CPT">www.tenderwizard.com/CPT</a>							
Tender No: C2-1/T-1921/2020-C Date: 20-06-2020 - PRICE BID							
Name of Work : "ENGAGEMENT OF MANPOWER AGENCY FOR PROVIDING PROJECT CONSULTANTS"							
SCHEDULE- A - PRICE BID							
Please Enter the Bidder Name							
Sl. No:	Sub-heads and items of work	Approximate Number	Unit	Departmental rates per month (Rs) in figures	Departmental rates per month (Rs) in words	Amount per month (Rs) in figures	Amount per month (Rs) in words
1	Providing Project Consultant (Senior) per shift of 9 hours at Civil Engineering Department Cochin Port Trust as per the Terms & Conditions of contract	5.00	Each	50000.00	Rupees Fifty Thousand Only	250,000.00	Rupees Two Lakh Fifty Thousand Only
2a	Providing Project Consultant (Junior) per shift of 9 hours at Civil Engineering Department Cochin Port Trust as per the Terms & Conditions of contract	15.00	Each	30000.00	Rupees Thirty Thousand Only	450,000.00	Rupees Four Lakh Fifty Thousand Only
	Total for one month					700,000.00	Rupees Seven Lakh Only
	Total for 2 Years					16,800,000.00	Rupees One Crore Sixty Eight Lakh Only



Sl. No:	Sub-heads and items of work	Approximate Number	Unit	Departmental rates per month (Rs) in figures	Departmental rates per month (Rs) in words	Amount per month (Rs) in figures	Amount per month (Rs) in words
<b>BIDDER'S QUOTING AREA</b>							
		<b>Departmental Estimated Cost</b>	<b>Percentage Quoted above/below</b>		<b>Above / Below</b>	<b>Bidder's Quoted Amount (Rs.)</b>	<b>Bidder's Quoted Amount (Rs.) in</b>
			<b>*In figures</b>	<b>In Words</b>			
	Percentage quoted above/below the departmental amount shown in the above schedule	16,800,000.00					

- Note : 1. The tenderer shall quote either plus or minus sign (eg: +5 or -5) in figures and words.
2. Only two decimal digits shall be
3. The tenderer shall also quote Above / Below and Quoted Amount in figures and words themselves
4. One Shift means 9 Hours including 1 hour leisure time. One day means 3 Shifts.
5. L1 will be tender quoting Lower of Sl. No. (1) & Sl. No. (2).
6. Rates in words will be count over figures

" This is an Electronic Submission No Need of Signature "

## 7. SCHEDULE C

### Details of financial stability

#### FINANCIAL TURNOVER OF THE TENDERER MAN POWER SERVICES DURING THE LAST THREE YEARS ENDING 31-03-2019

Sl. No	YEAR	TURNOVER
1.	2016-17	
2.	2017-18	
3.	2018-19	

#### BANK DETAILS

NAME OF THE BANK :

ADDRESS OF THE BANK :

BRANCH :

ACCOUNT NO. :

IFSC CODE :

Signature of the Tenderer with date and seal

**8. SCHEDULE D**  
**STRUCTURE OF ORGANIZATION**

- 1) NAME OF APPLICANT :
- 2) Name of the Owner :
- 3) Address :
- 4) Telephone No. :
- 5) E-mail id [2 nos.] :
- 6) Fax No. :
- 7) Description of Applicant (for e.g. General, Civil Engineering Contract or Joint Venture/Consortium etc.) :
- 8) Registration and Classification of Contractors :
- 9) Name and address of bankers :
- 10) Number of years of experience as a general Contractor :-
  - a) In own Country :
  - b) Internationally :
- 11) Number of years of experience as a sub Contractor :
- 12) Name and Address of partners or associated companies to be involved :

in the project and whether Parent/  
Subsidiary/other

- 13) Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc. :
- 14) Name and address of the companies/ Sub-Contractors who will be involved in the execution of Works, namely: :
- 15) Name and address of companies who will be involved in the supply of bought out items :
- a) Fenders, stainless chains and accessories :
- b) Bollards, Capstan, Remote control Quick Release Mooring systems :
- 16) Attach organization chart showing the structure of the company including names of Directors/ Key Personnel at Head Office who would be responsible for the project and a separate chart showing roposed Site Construction Organisation.

**SIGNATURE OF BIDDER**

**9. SCHEDULE E**

**DETAILS OF PAST EXPERIENCE OF BIDDERS FOR SIMILAR SERVICE  
FOR MINIMUM ELIGIBILITY CRITERIA (MEC)**

Sl. No.	Name & Location of Project	Owner's Complete address including Telefax No. with contact Person	Value of Contract	Duration of Contract			Details of service	Reference No. & Date of letter of intent & completion certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date		
1	2	3	4	5	6	7	8	9
1	Name:  Location:	Address:  Telefax No.  Contact person:  Mobile No.						Letter of Intent No. & date:  Completion Certificate No. & date:

**10 ANNEXURE I**

**UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE  
TENDER DOCUMENT DOWNLOADED**

To

The Chief Engineer,  
Cochin Port Trust, Cochin-  
682009, Kerala, India

Dear Sir,

We,

.....

do hereby confirm that no changes have been made in the tender document  
downloaded and submitted by us for the Tender No: .....

Yours faithfully,

Signature

Name & Designation