



COCHIN PORT TRUST

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TENDER DOCUMENT FOR SUPPLY OF MANPOWER

(e-Tendering Mode)

Website: www.tenderwizard.com/CPT

Tender No. A10/TENDER/2/MANPOWER/2020-S

COCHIN PORT TRUST,

GENERAL ADMINISTRATION DEPARTMENT,

COCHIN - 682 009.

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

**COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT**

Tender No: A10/TENDER/2/MANPOWER/2020-S

**TENDER FOR SUPPLY OF MANPOWER
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COCHIN PORT TRUST

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Tender No. A10/TENDER/2/MANPOWER/2020-S

Date :-30/12/2020

1. TENDER NOTICE

- 1.1 Electronic tenders (e-tenders) in two stage bidding (Technical Bid & Price Bid) are invited for **“SUPPLY OF MANPOWER”** for office work and also for security work in Cochin Port Trust, for a period of one year and likely to be extended for another one year 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 1000 hrs on 27/01/2021** and the Technical Bid/Stage I of the bid will be opened by the Secretary, Cochin Port Trust or by his authorized agent at this office on the same day at 1100 hrs.
- 1.3 The Tender Document can be downloaded from the e-tendering portal www.tenderwizard.com/CPT, **on 30/12/2020 to 0900 hrs on 27/01/2021**. Tenderer shall also submit Demand Draft/ Banker's Cheque/ pay order for **Rs.2000/- + GST @ 5% (ie, Rs.2100/-)** from a Scheduled/ Nationalized bank having their branch in Cochin, 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.** Tender Document Charges can also be remitted to Cochin Port Trust, through State Bank Collect/ NEFT/RTGS. Proof of such remittance shall be attached with the e-tender. The Bank details are given below:

SB Collect: www.onlinesbi.com/icollecthome

NEFT/RTGS: Cochin Port Trust, State Bank of India, Cochin Port Trust Branch, Beneficiary- Cochin Port Trust, A/c No.10601197375, IFSC Code – SBIN0006367
- 1.4 The Tender Documents are also available at Port's website www.cochinport.gov.in or Government of India CPP portal www.eprocure.gov.in/cppp/ for reference.
- 1.5 The bidders should have a valid digital signature certificate (Class-II or

Class- III), issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>) 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.

1.7 There are two separate Price Bid formats attached to the tender:- (a) for supply of Manpower in offices and (b) for supply of security personnel. The tenderer can participate in either one or both of (a) or (b) mentioned above.

1.8 Earnest Money to be Deposited

In pursuance to the direction from the Ministry of Ports, Shipping and waterways and Ministry of Finance, the EMD is waived off, subject to production of a declaration in lieu of EMD to the effect that, the bidder will be suspended and shall not be eligible to participate in the tenders invited by Cochin Port Trust, for a period of two years from the date of such suspension order, under the circumstances that if the bidder withdraw or modify the tender during the period of validity specified in the Bid documents or do not accept the correction of the tender price pursuant to any arithmetical errors or if, after the award of work, fails to furnish the required performance security or sign the contract, within the time limits specified in the tender. The format for the declaration is enclosed as Annexure - II.

1.9 Payments towards Cost of Tender Document 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 and will not be considered while opening the Technical Bid.

1.10 The Bank details are given below:

SB Collect: www.onlinesbi.com/icollecthome

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

1.11 Scanned copy of proof of remittance towards Cost of Tender Document shall be uploaded in the e-tender portal www.tenderwizard.com/CPT, failing which the bid will be rejected and will not be considered while opening of the Technical Bid.

1.12 The bidders need to obtain one time User ID & Password for log-in to e-Tendering portal 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.**

- 1.13 The tenders shall be submitted “online” strictly in accordance with the Instructions to Tenderers and other Terms & Conditions given in the tender document.
- 1.14 The bidders shall also submit scanned copy of all the required documents such as proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/CPT.
- 1.15 All benefits applicable to Micro, Small & Medium Enterprises (MSME) as per Public Procurement Order 2012 shall be applicable for this tender.
- 1.16 Time schedule for various activities in connection with this tender will be as follows:
 - 1.16.1 Availability of Tender Document: www.cochinport.gov.in; www.eprocure.gov.in/cppp; www.tenderwizard.com from 30/12/2020 to 0900 hrs. on 27/01/2021.
 - 1.16.2 Opening of Technical bid / Stage 1 of the bid: 1100 Hrs on 27/01/2021.
 - 1.16.3 Opening of Price Bid / Stage-2 of qualified Tenderers : Will be announced later.
- 1.17 Bidders shall comply with the Minimum Qualification Criteria specified in the ‘Instructions to Tenders’.
- 1.18 Security Deposit: The successful tenderer shall furnish security Deposit @ 3% of his price bid amount in the manner provided in 3.7.
- 1.19 Unless Security Deposit is furnished within the period as specified at 3.7 or such extension of that period as may be permitted by the Officer in writing, action will be initiated as per Clause No.1.8 above.
- 1.20 Security Deposit will be released / refunded to the Contractor not later than 30 days from the date of completion of service period.
- 1.21 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.
- 1.22 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 1.23 The tenderer shall specify the PAN No. allotted to him to ascertain his liability to the Income Tax Department.
- 1.24 The tenderer shall furnish/upload documentary evidence in support of Goods & Service Tax (GST) Registration.
- 1.25 (i) The tenderer should keep open the validity of the tender normally for

90 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 90 days for which request in writing/ telefax/e-mail by the Cochin Port Trust before the expiry of the original validity would be sufficient intimation. The receipt of the intimation of the Cochin Port Trust should be acknowledged. The tenderer will have an option to refuse the request. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

(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, action will be initiated as per Clause No.1.8 above.

1.26 Taxes and Duties:

1.26.1 Deductions towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made by the contractor while releasing the bill amount.

1.26.2 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 Cochin Port Trust along with the bills, for which the Contractor holds valid GST Registration number and the GST being collected. The following are also to be considered while claiming payment towards GST:

- i. Invoice 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.

1.27 No changes shall be made in the tender document downloaded and submitted online and an undertaking confirming same shall be submitted in Annexure 1 of this tender. If changes are made, same would lead to disqualification as provided in 2.6 to instructions to tenderers.

1.28 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.

1.29 This Tender Notice shall form part of the Contract.

2. INSTRUCTIONS TO TENDERERS

- 2.1 Electronic tenders (e-tenders) in two stage bidding (Technical Bid & Price Bid) are invited for **"SUPPLY OF MANPOWER"** for office work and also for security work in Cochin Port Trust, for a period of one year from the date of commencement of service and the work is likely to be extended for another one year on the same terms and conditions, at the discretion of CoPT and based on the performance of the service provider.
- 2.2 Tenders should be submitted in accordance with the Tender Notice, 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 or from **Port's** website www.cochinport.gov.in or from Central Public Procurement Portal 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) / Demand Draft (DD) // pay order 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 Cheque/ Bank Guarantee will not be accepted. Tenders without cost of tender document will not be accepted. Costs of tender document charges can also be remitted in SB Collect: www.onlinesbi.com/icollecthome & NEFT/RTGS: Cochin Port Trust, State Bank of India, Cochin Port Trust Branch, Beneficiary- Cochin Port Trust, A/c No.10601197375, IFSC Code – SBIN0006367.
- 2.5 Earnest Money Deposit (**EMD**) : the EMD is waived off, subject to production of declaration in lieu of EMD to the effect that, the bidder will be suspended and shall not be eligible to participate in the tenders invited by Cochin Port Trust, for a period of two years from the date of such suspension order, under the circumstances that if the bidder withdraw or modify the tender during the period of validity specified in the Bid documents or do not accept the correction of the tender price pursuant to any arithmetical errors or if, after the award of work, fails to furnish the required performance security or sign the contract, within the time limits specified in the tender. The format for declaration in lieu of Earnest Money Deposit is enclosed as Annexure – II.
- 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 except price bid. 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. Any tender not so complete is liable to be

rejected.

2.7 BIDDERS WITH THE FOLLOWING MINIMUM QUALIFICATION CRITERIA SHALL ONLY PARTICIPATE:

- 2.7.1 The bidder should be a single legal entity registered in India as a company under the Indian Companies Act or a Partnership firm registered under the Partnership Act of 1932 or a proprietorship firm in existence for the last 03 (Three) years performing in the field of manpower supply.
- 2.7.2 If the Bidder is a Company, they should upload self attested copy of the certificate of incorporation, Memorandum and Articles of Association of the Company. If the Bidder is a partnership firm they shall upload self attested copy of partnership deed along with GST registration certificate. If the bidder is a proprietorship concern they shall upload self attested copy of Banker's certificate and GST registration certificate. Such company, partnership firm or the proprietorship concern, as the case may be, shall upload PSARA license, if they are submitting bid for supply of security personnel.
- 2.7.3 For Providing manpower for office - Copy of original work Order and completion certificate towards successful completion of similar services in Government organization / public sector undertaking during the last 07 (Seven) years ending on 31-03-2020 issued by such Government organization / PSU shall have to be submitted in respect of:

(a) Three similar Services each costing not less than Rs.4,56,000/-

or

(b) Two similar Services each costing not less than Rs.5,70,000/-.

or

(c) One similar Service costing not less than Rs.9,12,000/-.

(Estimated cost for Manpower supply of Office staff at various office is Rs.11,40,000/-).

- 2.7.4 For supply of security personnel. Copy of original work Order and completion certificate towards successful completion of similar services in Government organization / public sector undertaking during the last 07 (Seven) years ending on 31-03-2020 shall have to be submitted in respect of:

(a) Three similar Services each costing not less than Rs.46,94,400/-

or

(b) Two similar Services each costing not less than Rs.58,68,000/-

or

- (c) One similar Service costing not less than Rs.93,88,800/-.

(Estimated Cost for Manpower supply of Security personnel is Rs.1,17,36,000/-)

Explanatory notes:

- (a) Similar services means "Manpower Supply in the respective area of this tender" ie office staff / security personnel.
- (b) Copy of completion certificates issued by the concerned officer of the Government Organisation/ PSU under whom the bidder has executed such contract shall be attached. The certificate shall contain, (i) Reference Number and date of Work Order, (ii) date of commencement of Contract, (iii) contract amount & (iv) date of completion of the contract.
- (c) In the case of ongoing contract as on 31.03.2020 a certificate indicating the (i) Reference Number and date of Work Order, (ii) date of commencement of Contract, (iii) contract amount (iv) Percentage of the Contract/work completed as on 31.03.2020 (v) the amount released against the contract upto 31.03.2020 & (vi) date of actual completion of contract, shall be submitted.
- (d) Following enhancement factors will be used for the costs of contract executed by the contractor 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

Financial Turnover:

- 2.7.5 Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2020 shall not be less than 50% of the Estimated Cost.

- 2.7.6 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. Self attested Audited annual accounts (Balance Sheet and P & L Stmt.) for the year 2017-18; 2018-19; 2019-20. or Provisional Balance sheet and P&L account duly certified by a practicing Chartered Accountant if audit is in progress.
- 2.7.7. Tenderer shall submit all documents as specified at Schedule A of the tender Document, failing which the tender is liable to be rejected.
- 2.8 **Validity of Tender :-** The validity of tender shall be as per clause No.1.25.
- 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. 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 be obliged to 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.
- 2.9.1 The Cochin Port Trust may at their discretion re-schedule the 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 shall result in the rejection of Tender.
- 2.11 The Tenderer who signs the tender document as provided in 2.6 should be and is to be authorized on behalf of the Partnership Firm or company as the case may be to enter into and take all the steps required to be taken in this Tender, including in particular, signing and issuing of all the related documents including Contract Agreement (Form 1). Certified copy of the Board resolution (in case of company), Power of attorney by all the partners (in case of partnership firm) or such other documents as may be necessary in this regard, is required to be submitted/uploaded in the website as part of the Tender. In case of Proprietorship concern an undertaking by the proprietor who has signed the tender document shall be submitted. If it is submitted by Attorney of Proprietor, a power of attorney shall be submitted online. Such authorisation to the signatory of the tender shall also authorize him for carrying out the works if awarded.
- 2.12 The tenderer can submit their offer separately for (a) supply of Manpower in offices and/or (b) for supply of security personnel. The tenderer can

- participate in either one or both of (a) or (b) mentioned above.
- 2.13 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.
- 2.14 All the documents submitted should be indexed and page numbered.
- 2.15 The tenderer shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.
- 2.16 The submission of a tender by tenderer implies that he has read this instruction, notice, the General and Special Terms and Conditions of Contract, other documents forming part of tender document and any amendments thereto 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.
- 2.17 **Submission of Tender:**
- 2.17.1 DDs, Bankers Cheque, Pay Order, or other evidences of payment towards the Cost of Tender Document and Declaration in lieu of EMD (Annexure – II) have to be scanned and attached in the e-tender portal www.tenderwizard.com/COPT. Original DDs/ Bankers' Cheque/Pay Order for the Cost of Tender Document has to reach office of the Secretary, 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.
- 2.17.2 The tender document should be submitted as two separate files in the e-Tender Portal; one file consisting of following documents:
- 2.17.2.1 Tender documents duly filled (except price schedule), signed and stamped on all pages.
- 2.17.2.2 Copy of proof of legal entity as prescribed in 2.7.2.
- 2.17.2.3 PSARA license for Manpower supply for Security Service.
- 2.17.2.4 Copies of profit and loss statement, balance sheets and auditor's report / annual report for the past 3 years ending 31st March 2020.
- 2.17.2.5 Copies of GST registration certificate etc.
- 2.17.2.6 Copies of EPF / ESI registration certificates.
- 2.17.2.7 Duly executed Resolution, Power of Attorney, Undertaking as provided in 2.11 in favour of person authorized to sign the tender document etc.
- 2.17.2.8 Copy of the License for man power supply as per applicable laws.
- 2.17.2.9 Copy of PAN & TAN
- 2.17.2.10 Schedules A, C, D & E, Annexure I and Anneuxre II duly filled and signed.
- 2.17.2.11 Copy of the work Order and Certificate of satisfactory completion of work from the government organization / PSU as mentioned at clause 2.7.3 or/and 2.7.4 as the case may be.
- 2.17.3 The Price Bid format (Schedule B) has provision to submit bid

for any one or both (a) supply of Manpower in offices and/or (b) for supply of security personnel. It should be filled **ONLINE** by the bidder. The rate quoted should be excluding the applicable taxes.

- 2.17.4 The tenderers are required to submit the Price Bid in '**e-tender' mode** only on www.tenderwizard.com before the due date and time fixed for opening of the same.
- 2.18 Disclosure / indication of the Price(s) elsewhere shall make the Tender disqualified and will be rejected.
- 2.19 Corrections should be duly attested by the signature(s) of the tenderer(s) with date.
- 2.20 Cochin Port Trust will not provide any forms for getting any exemptions from payment of duties and taxes.
- 2.21 **Opening of Tenders:**
- 2.21.1 Stage 1 of the bid will be opened at 1100 hrs on 27/01/2021 in the e-tender portal 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.
- 2.21.2 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.
- 2.22 **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 **Bidding Process :-** The Price bid shall be uploaded only in online. The tenderer shall quote percentage (%) on the estimated cost either Plus (+) or Minus (-) sign (eg : +5 or -5) in figures and words with two decimal digit (eg: +5.55 or -5.55). The tenderer is set free to quote above or below the estimated cost and shall quote percentage in figures and words. The rates in words should be counted over figures.

2.29 Summary of Time Schedule:

Issue of Tender Document	30-12-2020 to 0900 Hrs on 27-01-2021
Last Date of Submission	1000 Hrs. on 27-01-2021
Stage 1 Opening Date	1100 Hrs. on 27-01-2021
Price Bid Opening Date	Will be intimated later to qualified bidders only.

SIGNATURE OF TENDERER

3. GENERAL TERMS & CONDITIONS OF CONTRACT

3.1. 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:

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, acting through its representatives authorized by the Competent Authority. .

3.1.2 "Authorised representative" means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, making payments due to the Contractor, and other functions as specified in this contract.

3.1.3 "Officer in charge" means the officer of the Port endorsed by the Authorised representative, who is responsible for direct supervision, administration certifying payments due to the Contractor, and other functions as specified in this contract.

3.1.4 "Contractor/Supplier" means the person or persons, firm 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.

3.1.5 "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.

3.1.6 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 CONTRACT

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/Work Order issued by Secretary, CoPT accepting the tender shall constitute a binding contract between Cochin Port 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 action as detailed at Clause No.1.8 above.

3.7 Security Deposit: The successful tenderer will be required to furnish Security Deposit @ 3% of the price tendered by him 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/Nationalised bank in favour of FA&CAO,CoPT or through NEFT/RTGS to the bank account of Cochin Port mentioned at 1.3.
- ii) An irrevocable Bank Guarantee (BG) in favour of FA&CAO, CoPT, in a stamp paper of value Rs. 500/- enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India. The Bank Guarantee furnished towards the security deposit shall be valid up to the completion of the guarantee period of one year and shall have a claim period of three months after successful completion of guarantee period. In case of extension of period, Bank Guarantee has to be extended for a further period as required by Cochin Port Trust to cover the extended period with claim period of three months. Any expenditure in this regard will be borne by the contractor.
- iii) 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 or CoPT can encash the Bank Guarantee. 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, 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 grounds for 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 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.

- 3.13** All statutory approvals are in the contractor's scope and obligation. The Contractor shall indemnify Cochin Port Trust for any sum, cost or compensation that Cochin Port may bear in consequence of the breach of the contractor to comply it.
- 3.14** Contractor shall comply with statutory obligations of State and Central Government, wherever applicable.
- 3.15** 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.
- 3.16** Dispute or difference on any matter whatsoever, pertaining to the tender conditions shall not be raised by the contractor after submission of this Tender.
- 3.17 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 -- FOR SUPPLY OF OFFICE STAFF**

The contract for supply of office staff involves engagement of 03 (Three) Nos. Executive Assistant and 1 Nos. Multi tasking staff as per qualification given below in offices at Cochin Port Trust for a period of 1 year from the commencement of service and likely to be extended for another one year 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 Executive Assistant and Multi tasking staff mentioned above is indicative/approximate. The engagement will be as per the discretion of the Cochin Port Trust and the number may vary as per the requirement. The payment will be made as per actual deployment only.
- 4.1.2 The contract for Manpower supply in office shall normally be in One shift in 6 days in a week. Working hours will be 8 hours out of this, ½ an hour will be leisure time for taking food etc. with one day paid leave in the nature of casual leave per month, subject to the contingency of the work. The shift time will be decided by Cochin Port Trust as per requirement.
- 4.1.3 **Executive Assistant** should be a Graduate from a Recognized University with atleast 2 years experience in working as personal assistant/executive assistant. Additional qualification of Shorthand (L), Typewriting English (H) or with Stenographer and Secretarial Assistant Course or equivalent is desirable. The candidates supplied by the Contractor should possess and demonstrate adequate proficiency in computer application and English language. Proof of qualification shall be submitted to Cochin Port Trust. The maximum age limit shall be 50 years as on date of manpower supply.
- 4.1.4 **Multi tasking staff** should be a Graduate having proficiency in computer application and English language. The maximum age limit shall be 50 years as on date of engagement. Proof of qualification shall be submitted to Cochin Port Trust.
- 4.1.5 The Agency shall be bound to provide additional incumbents on 15 days advance notice, if so required during the contract period, on the same pay and terms and conditions. The indicative cost payable by Cochin Port Trust for supply of **Executive Assistant** is Rs.25,000/- per month and **Multi Tasking Staff** is Rs.20,000/- per month.
- 4.1.6 Cochin Port Trust reserves its right to accept/ reject the personnel provided without assigning any reason and in such event the contractor is bound to make suitable replacement of manpower within prescribed period.
- 4.1.7 The brief duties are as given below:
 - 4.1.7.1 **Executive Assistant:** **She/He** shall assist Heads of Department / Officers in executing their work such as noting and drafting of letters etc. as per the direction of the officer incharge at the workplace
 - 4.1.7.2 **Multi tasking staff:** **She/ He** shall assist in Office matters such as typing, drafting, data entry, tapal movement etc. as

per the direction of the officer incharge at the workplace.

4.2 SCOPE OF WORK FOR MANPOWER SUPPLY OF SECURITY PERSONNEL:-

- 4.2.1 Scope of Work:** The scope of work for supply of security personal involves providing 24 x 7 Security at various places/areas as designated by Cochin Port in its premises.
- 4.2.2** The Bidder should be registered under the Private Security Agencies Regulation Act -2005, of Govt. of Kerala and shall submit valid registration certificate of the same in the technical bid.
- 4.2.3** To deploy security personnel at the strategic points and arrange for area patrolling, round the clock and to check all locking devices in operation while on patrol.
- 4.2.4** To keep vigil on, and to check, all incoming and outgoing persons including Owner's employees, it's Contractor's employees and labourers, visitors and others to specified areas of Cochin Port Trust.
- 4.2.5** To protect CoPT's property and premises against all outside and inside forces including malicious acts of the employees of the CoPT, it's Contractors and any other person(s) at such specified locations.
- 4.2.6** To protect trees, shrubs, arboriculture and other horticulture in the premises.
- 4.2.7** To maintain registers & other documents for incoming and outgoing persons, materials and vehicles etc. in such performas as may be prescribed by the CoPT from time to time.
- 4.2.8** To prepare and issue I-cards and gate-passes for visitors etc. and to collect such passes at the time of exit and to maintain the record for the same, wherever required.
- 4.2.9** The Contractor shall arrange the personnel and provide manpower as per requirement of Cochin Port Trust and provide required facilities to the security personnel. The manpower requirement mentioned below is indicative. The engagement will be as per the discretion of the Cochin Port Trust and CoPT can increase/decrease number of Personnel as per requirement by giving one month's notice to the Contractor. The Contractor shall deploy personnel as

advised by Officer-in-Charge.

4.2.10 To prevent at the first instance and inquire into theft, pilferage, fire, disobedience, indiscipline, unauthorised activities and all other objectionable activities in CoPT's premises and report the same to the authorized officer of the CoPT and to lodge the complaints to police authorities, if so desired by the CoPT.

4.2.11 To provide necessary law and order / crowd control, assistance to CoPT in case of fire, explosion etc. in the CoPT's premises or on any other occasion as may be directed by the CoPT.

4.2.12 To provide escorts to the Management executives, Officers and Staff and important visitors of the CoPT as and when asked for by the CoPT.

4.2.13 The authorized person of the Contractor or Contractor's senior officers should carry out regular inspection or when asked to ensure effective services by the security staff deployed by the Contractor in the CoPT's premises.

4.2.14 To keep confidential all knowledge gained by the Security staff by virtue of their duties with the CoPT and not share the knowledge with anyone else without the permission of officer in charge designated in CoPT.

Deployment of manpower

4.2.15 The Contractor shall arrange the security personnel and provide manpower as per requirement of Cochin Port Trust and provide required facilities to the security personnel. The manpower requirement mentioned below is indicative. CoPT can increase/decrease number of Security Personnel/ as per requirement by giving one month's notice to the Contractor. The Contractor shall deploy security personnel as advised by Officer-in-Charge.

4.2.16 Overall requirement of Manpower per day to cover the security points :-

Sl.No.	Category	Manpower Required
1.	Security Supervisor	2
2.	Security Guards	34

4.2.17 In addition to the scope of work mentioned above, in case Contractor is asked to mobilize additional manpower for occasions like visit of VIPs, Social/ Cultural/ Sports programs or any extraordinary situation arising due to internal or external threats etc. at the same rates for which whenever possible, sufficient advance intimation shall be given by the COPT to the Contractor to mobilize the additional force.

4.2.18 QUALITIES/ SPECIFICATIONS REQUIRED FOR SECURITY GUARDS

Sl.No.	Qualitative Requirements	Supervisor	Guard
1	Rank	N/Sub & above or equivalent from Navy & Air force	Ex-Servicemen / Paramilitary
2	Education	Matriculation /Graduation preferred	Defence Qualification / Matriculation
3	Industrial Experience	Preferable	Preferable
4	Character	Exemplary	Exemplary
5	Medical Category	AYE / SHAPE1	AYE / SHAPE1
6	Age	Upto 58 years	Upto 58 years
7	Medical Examination	Blood Test, X-Ray, Urine Test	Blood Test, X-Ray, Urine Test
8	Desirable	Non-Smoker	Non-Smoker

DISCIPLINE OF SECURITY PERSONNEL

4.2.19 The Supervisor shall supervise the entire security related activities in the compound and also supervise the activities of the Security Guards in the Shift. The Security Guard has to maintain his presence on Main Gate / Reception as the security checkpoint. The Security Guard should prevent any kind of damage to property and

personnel. He shall greet visitors pleasantly.

4.2.20 The security personnel shall maintain high standard of discipline during their tour of duty.

4.2.21 Security personnel should not bring/use prohibited items like, Camera, mobile phones, Gutkha, Tobacco, Pan-masala, Cigarettes, Bidi, Match boxes, lighters or any inflammable items while on duty at the Port area.

4.2.22 Security personnel should not carry weapons, Knife, cutters, sharp edged items etc., while at duty.

4.2.23 Security personnel shall not be allowed to carry Laptop, CD,s, Pendrives, spying gadgets etc. during their tour of duty.

4.2.24 Sleeping while on duty is a serious offence and is liable for penalty.

4.2.25 Security personnel should not be intoxicated while coming for duty. Any Security personnel found intoxicated shall not be allowed to perform duty and Contractor shall provide immediate replacement.

4.2.26 Security personnel should follow necessary access control checks while entering the Terminal. Any personnel not cooperating in security checks shall be treated as a case of gross indiscipline and his pass shall be taken immediately.

4.2.27 Security personnel shall take orders from Officer-in-Charge/ designated for the purpose. Any violation in this regards shall attract penalty/Disciplinary action.

4.2.28 Security personnel should be a Non-smoker.

4.2.29 Violation of any safety and security procedures is a serious offence and liable for disciplinary action.

4.2.30 Non-Compliance to the above shall be taken as indiscipline and shall attract penalty as per the penalty clauses of the Contract.

RESPONSIBILITIES OF CONTRACTOR

4.2.31 The Contractor shall provide Ex-servicemen from Army/Navy/Air Force/Paramilitary forces like BSF/CRPF/CISF/ASSAM RIFLES. He shall submit relevant

documents like Discharge book, PPO, Ex-servicemen I card, Police verification, Medical Insurance, W C Policy, Medical Reports and other related documents in original, in support of the status/ suitability for work assigned.

4.2.32 The Contractor shall ensure to obtain Home town police verification and shall ensure six monthly medical examination like (Blood Test, X-Ray, ECG, Pulmonary Tests, Audiometry, Vision tests & Urine Test) of the Security personnel deployed by him, at the time of joining.

4.2.33 The Contractor shall be fully responsible for providing full manpower during the shift. Contractor shall keep extra manpower for deploying them during weekly off.

4.2.34 The security service shall be supplied 24 x 7 basis. However, the Contractor shall allow weekly rest as per provisions of Law for which suitable replacement shall be given by the Contractor.

4.2.35 The Contractor shall be responsible for maintaining and updating all the legal documents and legal compliances round the clock. They will also be responsible for administrative jobs like manpower management, maintaining shift schedule, invoice submission etc.

4.2.36 In case of any emergency like disturbances, demonstration, agitation etc. within premises of the COPT, the security personnel deployed by the Contractor shall stand firm on their duties and assist the management / CISF and police authorities in maintaining law and order situation at such places.

4.2.37 In case of Security personnel deployed by the Contractor go on strike, go for agitation or remain absent or remain inactive in a manner not conducive to COPT's interest, the Contractor shall promptly replace them by such effective and efficient persons.

4.2.38 Contractor's invoice shall be submitted along with the following documents:-

4.2.39 Statutory Compliance Certificate for each month.

4.2.40 Copy of Workmen Compensation Insurance Policy.

4.2.41 PF Challan for Security personnel deployed at COPT.

- 4.2.42** PF sheet showing PF deduction for each Security personnel and it should match with the PF Challan deposited.
- 4.2.43** Covering letter showing PF deducted, PF deposited etc.
- 4.2.44** Proof of PAN, TAN and GST deposit (Counterfoil)
- 4.2.45** Copy of ESI challan.
- 4.2.46** Copy of PF,ESI,TDS challan shall be issued individually and the same reflected in notice board at security office for individual information
- 4.2.47** Monthly attendance list approved by COPT.
- 4.2.48** Salary remittance details from the Bank Salary Sheet duly signed by the contractual security personnel.

Note: The contractor shall provide the proof that all the amounts are passed on to the security personnel. A wage register and all supporting documents showing all the components of the Price schedule shall be submitted.

- 4.2.49** The invoices shall be processed by Officer-in-Charge only once the above mentioned documents are attached along with the invoice. COPT shall not be held responsible if invoice is pending for want of any documents which are mandatory for invoice processing.
- 4.2.50** Whenever Contractor through his security personnel, deployed at any of the COPT's premises, notice or hear anything against the interest of the COPT, he shall report the same promptly to the authorized officer of the COPT.
- 4.2.51** The Contractor shall provide at his cost proper and attractive uniforms & equipment to all the Security personnel deployed by him. However, before such uniform is prescribed the Contractor shall obtain the opinion of the COPT in this regard. All security personnel deployed shall keep smart active and impressive appearance and shall put on the uniform in well washed, pressed, neat and tidy condition. The Contractor shall also provide Baton, Torch, Whistle, Helmet, Safety shoes, Rain coat and Sweater/Jacket etc.
- 4.2.52** The Contractor shall rotate the security personnel

deployed at CoPT at suitable intervals or as and when suggested by the COPT.

4.2.53 The Contractor shall ensure that the security personnel observe code of conduct and discipline expected out of a professional security Force.

4.3 CONDITIONS OF CONTRACT

4.3.1 The manpower supply service shall commence within 5 days of receipt of the Work Order.

4.3.2 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.

4.3.3 The Contractor before deploying any persons for working shall issue an identity card with photo to every worker/employee.

4.3.4 The Contractor will maintain his office and will complete all registers and records required under labour laws and rules. He will also keep an appropriate person having knowledge of statutory compliance and maintain all statutory records as in-charge of that office. Such records and register shall be made available by him at any time for inspection by the nominated/ authorized person of the COPT.

4.3.5 Before commencement of the job, the Contractor shall submit following documents to the COPT

- a. An attested copy of the documents showing allotment of PF code number to Contractor by the regional Provident Fund Commissioner.
- b. A copy of the receipt cover note or insurance policy taken by him to comply with the provisions for the Workmen Compensation Act.
- c. A copy of the license of Contract from the competent authority under the Contract Labour (R&A) Act.
- d. A copy of the license from the Commissioner of Labour of the state where he is deploying the worker.

4.3.6 CoPT will not bear any liability whatsoever in respect of the persons deployed by Contractor for the purpose of executing jobs related to this Contract. The Contractor shall keep CoPT indemnified against all losses or damages or liability arising out or imposed in the course of employment of persons by the Contractor.

PAYMENT OF WAGES/ ALLOWANCES

4.3.7 The Contractor should maintain wage payment register, which is subject to verification by Officer in Charge of CoPT from time to time or whenever asked for.

4.3.8 Indemnification The Contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees and third party claims, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment / non-adherence / non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

4.3.9 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 by the Contractor.

4.3.10 All safety protection/precaution as per statutory and regulatory requirements for the safety of the personnel employed are to be provided by the agency/contractor.

4.3.11 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.

4.3.12 The Contractor should have the EPF / ESI certificates and shall submit the proof in order to confirm the payments made by them towards the manpower deployed at Cochin Port Trust.

4.3.13 Contract Labour Act:

The Contractor shall furnish valid labour license, if any, 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..

4.3.14 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 deployed at Cochin Port Trust. The Contractor shall ensure sufficient protection gears like safety shoes, hand gloves etc. by their workers while carrying out works, as and when required.

4.3.15 The contractor is the direct employer of the Personnel/Manpower deployed by him at the Port under all labour legislation including industrial Dispute Act, 1947, etc.

4.3.16 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.

4.3.17 The tenderer shall make their own arrangements for obtaining/renewing all licenses, permits etc, for carrying out the work of supply of manpower, during the currency of the contract.

4.4 The personnel deployed for the work by the contractor shall be insured by the contractor at his own cost and Cochin Port Trust will in no way be responsible for accidents and claims arising out of any such accidents.

4.5 For work carried out inside restricted/controlled area the existing Security regulations and rules including safety regulations are to be followed.

4.6 It shall be the responsibility of the Contractor to deploy the personnel for work without default at all times. 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.

4.7 The employees shall be provided with necessary uniform and PPE, if required, by the Contractor at their own cost, when ever required. Cochin Port Trust shall not be held liable for any claims, penalties, suits or action against the employees provided by the Contractor.

4.8 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.

4.9 *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 and make replacement.*

4.10 *The bidder must upload self-attested copy of its PAN, GST, EPF, ESI registration along with the bid.*

4.11 *Self-attested copy of past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970 shall also be submitted along with documents mentioned at 2.17.*

4.12 The contractor and his workman shall do the works to the entire satisfaction of the Officer in charge.

- 4.13** The nomenclature "Officer in charge" used in the tender document means the designated officer(s) in Cochin Port Trust under whom the manpower is deployed.
- 4.14** 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 on duty except on permitted leave days or on failure to adhere to requirements etc.
- 4.15** The contractor shall maintain a muster roll for marking the presence of manpower deployed in each shift. This muster roll shall be counter signed by the Officer in charge and will be relied for making the payments.
- 4.16** 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.
- 4.17 CONTROL OF PERSONNEL:**
- 4.17.1 The personnel deployed by contractor at Cochin Port Trust shall, during the contract period, be for all purpose at the control of the Officer in Charge for whom he/she is assigned.
- 4.17.2 The personnel deployed will carry out all orders of the Officer in Charge or his representative.
- 4.17.3 The personnel may be required to carry office works & Security service etc. in the Port, under the instructions of the Officer in Charge or his authorized representative. Neither the Contractor nor the personnel will have any claim for reward or compensation for undertaking or assisting in such work other than the payments fixed as per the contract.
- 4.17.4 *The contractor shall not alter the personnel deployed without the consent of the officer in charge of the personnel unless it is for medical reason. If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six month including casual leave period without genuine reason, he/she 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.***
- 4.17.5 ***If any manpower deployed by the Contractor is absent beyond 5 days it is the responsibility of the contractor to provide suitable substitute.***
- 4.18 CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:**
- 4.18.1 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 Officer in Charge sufficient and qualified staff for the work. Whenever, in the opinion of the CoPT, additional properly qualified staff is considered necessary,

even if for short durations, they shall be deployed by the Contractor on the same terms and conditions of this contract.

4.18.2 If and whenever the Contractor's workman/personnel is in the opinion of the Officer in Charge be 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 Officer in Charge, 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 Officer in Charge 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 Cochin Port Trust.

4.18.3 If the Officer in Charge has reason to be dissatisfied with the conduct or efficiency of the above personnel, the Contractor on receiving particulars of the complaint, shall make a change in the appointment within 5 days.

4.18.4 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.

4.18.5 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 CoPT of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Cochin Port Trust 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 CoPT on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

4.19 AVAILABILITY & PENALTY:

4.19.1 Minimum guaranteed availability of manpower deployed shall be for all Port working days in a Calendar Month or part thereof. The work shall carry out eight hours in a day as directed by Officer in Charge. However, in case of any emergency / crisis management, the personnel/ manpower deployed shall carry out additional duties / work hour as per the requirement without any additional financial liability on Cochin Port Trust.

4.19.2 If any of the manpower/personnel deployed found unavailable, without prejudice to other rights of CoPT the penalty will be levied from time and date of such unavailability as follows, in addition to non payment of daily rates and the right of Cochin Port Trust to terminate the contract:

From the time and date of unavailability up to 14 days	No Penalty but the daily charges shall be 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

4.20 Statutory compliance and contractual obligations

Statutory compliance and contractual obligations to be complied with by the contractor:

The manpower deployed by the Service provider shall works within the premises of the Port. The services are subject to various statutory provisions including but not limited to Labour, Taxation, Workmen Safety, Child and Women Labour, Private Security Agencies, Environmental Protection, etc. In case of any violations or non-adherence to the same, for reasons whatsoever, will be deducted from the Security deposit of the bidder, without prejudice to other rights of CoPT. If such non-compliance is continued by the successful Bidder for a period of consecutive three months even after imposing of any penalty by Cochin Port Trust for reasons whatsoever, the contract agreement will be terminated, and the contractor will be liable to indemnify Cochin Port for any loss or damages.

i. **Income tax**

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

ii. **Goods and service tax**

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules

mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon.

iii. **Compliance with the EPF / ESI Act**

- a) 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.
- b) The Contractor should have the EPF / ESI certificates and shall submit the proof in order to confirm the payments made by them.
- c) If the proof of remittance of EPF / ESI is not submitted to the Port in the subsequent month, the amount due to be remitted shall be withheld by the Port from the Contractor's bill. If the proof is not submitted in the subsequent month(s) then action will be taken to terminate contract.
- d) Any sum, interest or penalties payable by CoPT to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

iv. **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.

v. **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 wherever applicable take out and maintain, at their own cost, but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premiums have been paid.

The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/for inspection or otherwise, during

their deployment at Cochin Port Trust.

Note:

- a) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers
- b) Accident, life, medical insurance is also available through PM Suraksha Bima Yojana, PM Ayushman bharath yojana, etc.

vi. **Other statutory provisions**

- a) Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the manpower deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time.
- b) The Contractor is the direct employer of the manpower deployed by him at the Port under all labour legislation including Industrial Disputes Act, 1947, etc.
- c) The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract agreement arising out there from.

vii. The Contractor shall be liable for all kinds of contributions, dues, wages payable towards the manpower deployed under the contract and the Port shall not be liable for any wage, amount, allowance, advance etc. to workmen for availing the services of the manpower deployed by the Contractor.

viii. All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the manpower deployed by the Contractor and related Labour regulations shall apply to this Contract also.

ix. **Confidentiality**

The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the duties and obligations of the Contractor shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain. Any loss caused to CoPT on failure to comply this provision, shall be indemnified by contractor. This clause shall subsist even after the expiry of the contract agreement.

x. **Force Majeure**

- i) The term “force majeure” as employed herein shall mean including but not limited to, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.
- ii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party immediately in writing of the alleged beginning and ending thereof giving full particulars and satisfactory proof and it cannot be claimed ex-post facto. The clause does not excuse a party’s non-performance entirely, but only suspends it for the duration of the Force Majeure.
- iii) If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. For the period of force majeure, no amount shall be payable to the Contractor.

xi. **Employees Compensation**

- (a) In every case in which by virtue of the Provision of Section 12, Sub Section (1) of the Employees Compensation Act, 1923, the CoPT is obliged to pay compensation, to a workman employed by the contractor in execution of works, the CoPT will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the CoPT under Section 12, Sub Section (2) of the said Act, the CoPT shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the CoPT to the contractor whether under this contract or any other.

The Contractor shall be liable to provide manpower in such a manner not to hinder the normal duty and will be subject to directions of authorities/officer in charge. The substitute deployment by the contractor should be informed to the authorities/ Officer in charge in written 15 days prior to the date of substitute and sanction to the effect should be obtained before deploying.

14.21. Dispute Resolution, Jurisdiction & Conciliation

14.21.1 In the event of a dispute in connection with this Agreement, the disputing party shall issue a notice to the other party to seek resolution of

the dispute. Forthwith upon receipt of the notice by the other party, the parties shall engage in mutual discussions and endeavour to resolve the dispute within a period of thirty (30) days from the date of receipt of notice by the other party. In the event the dispute is not resolved within such period of thirty (30) days, the dispute shall be referred to sole arbitrator to be appointed by Cochin Port Trust and the Arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration shall be held at Cochin and the arbitration shall be conducted in the English language. This agreement thereof shall be governed by laws of India and Courts of Kochi shall have exclusive Jurisdiction to entertain a dispute in connection herewith.

SIGNATURE OF TENDERER

SCHEDULE A

Clause No.	Description of document	For documents submitted, mention page No.
12.4	Receipt of Payments in respect of Cost of Tender Document in the form of DD/pay order/ Banker's Cheque/NEFT/RTGS/SBI Collect	
2.5	Declaration in lieu of EMD (Annexure – II)	
2.6	Tender Document duly filled (except price schedule) signed and stamped on all pages	
2.7.1	Copy of certificate of incorporation/ registration etc	
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 man power supply service from the client	
2.11	Power of Attorney in favour of person Authorized to sign the Tender document	
2.17.2.5	Copy of GST registration	
2.17.2.6	Copy of ESI & EPF registration certificate	
2.17.2.3	Copy of the License for man power supply and/or PSARA licence, as applicable	
2.17.2.9	Copy of TAN, 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: Documents mentioned above are indicative. Tenderer shall be bound to submit all necessary documents mentioned in the tender document. 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

SCHEDULE B

COCHIN PORT TRUST

www.tenderwizard.com/CPT**Tender No: A10/TENDER/2/MANPOWER/2020-S Date: 30-12-2020 - PRICE BID**

Name of Work : "TENDER FOR SUPPLY OF MANPOWER FOR PROVIDING EXECUTIVE ASSISTANT & MULTI TASKING STAFF AT VARIOUS OFFICE OF COCHIN PORT TRUST

SCHEDULE- B - PRICE BID**Please Enter the Bidder Name**

Sl. No:	Sub- heads and items of work	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 Executive Assistant per shift of 8 hours at various Department of Cochin Port Trust as per the Terms & Conditions of contract	3.00	Each	25000.00	Twenty five thousand	75,000.00	Seventy five thousand
2	Providing Multi Tasking staff per shift of 8 hours at various Department of Cochin Port Trust as per the Terms & Conditions of contract	1.00	Each	20000.00	Twenty thousand only	20,000.00	Twenty thousand only
	Total for one month					95,000.00	Ninety five thousand
	Estimated cost for Office Manpower Supply for 1 Year					11,40,000.00	Eleven lakh forty thousand only

Name of Wok : "TENDER FOR SUPPLY OF SECURITY PERSONNEL

Sl. No:	Sub- heads and items of work	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 Security Supervisor per shift of 8 hours at various Department of Cochin Port Trust as per the Terms & Conditions of contract	2.00	Each	30000.00	Thirty thousand	60,000.00	Sixty thousand only
2	Providing Security Guard per shift of 8 hours at various Department of Cochin Port Trust as per the Terms & Conditions of contract	34.00	Each	27000.00	Twenty seven thousand only	9,18,000.00	Nine lakh eighteen thousand only
	Total for one month					9,78,000.00	Nine lakh seventy eight thousand only
	Estimated Cost for Manpower supply of Security personnel for 1 Year					1,17,36,000.00	One crore seventeen lakh thirty six thousand only
	Total Estimated Cost of the Tender					1,28,76,000.00	One crore twenty eight lakh seventy six thousand only

BIDDER'S QUOTING AREA							
		Departmental Estimated Cost	Percentage Quoted above/below the Departmental Amount		Above / Below	Bidder's Quoted Amount (Rs.)	Bidder's Quoted Amount (Rs.) in Words
			*In figures	In Words			
	Percentage quoted above/ below the departmental amount shown in the above schedule for office staff	11,40,000.00					
	Percentage quoted above/ below the departmental amount shown in the above schedule for Security personnel	1,17,36,000.00					
	Total Percentage quoted	1,28,76,000.00					

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 accepted

3. The tenderer shall also quote Above / Below and Quoted Amount in figures and words themselves

4. L1 will be tender quoting Lower Rate

5. Rates in words will be count over figures

6.The Number of manpower requirement mentioned is indicative as per Clause No.4.1.1. & 4.2.9

" This is an Electronic Submission No Need of Signature"

7. SCHEDULE C

Details of financial stability

**FINANCIAL TURNOVER OF THE TENDERER FOR SUPPLY FOR MANPOWER
AT VARIOUS OFFICE OF COPT / SUPPLY OF SECURITY PERSONNEL DURING
THE LAST THREE YEARS ENDING 31-03-2020**

Sl. No	YEAR	TURNOVER
1.	2017-18	
2.	2018-19	
3.	2019-20	

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 :
- 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) 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
proposed Site Construction Organisation.

SIGNATURE OF BIDDER

9. SCHEDULE E

DETAILS OF PAST EXPERIENCE OF BIDDERS FOR SIMILAR SERVICE FOR MINIMUM QUALIFICATION CRITERIA (MQC)

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 Secretary,
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

11. ANNEXURE II

Declaration in lieu of EMD **(to be submitted on the bidder's letter head)**

I / We_____ (insert Name and Address of bidder)
am/are submitting this declaration in lieu of EMD for the Tender for Supply of
Manpower , Tender No.A10/Tender/2/Manpower/2020-S dt. 30.12.2020, thereby fully
accepting that I/We will be suspended and shall not be eligible to participate in the
Tenders invited by CoPT, for a period of Two (2) years from the date of such suspension
order, under the following circumstances :-

If after the opening of Tender, I/We withdraw or modify my / our tender during
the period of validity specified in the bid documents (including exeded validity, if any),
or do not accept the correction of the Tender price pursuant to any arithmetical errors.

If, after the award of work, I/We fail to furnish the required performance
security or sign the contract, within the time limits specified in the Dept. Tender
Document.

SIGNATURE OF THE TENDERER WITH SEAL

12. FORM 1- CONTRACT AGREEMENT FORM

(To be entered in Rs...../- - non-judicial stamp paper)

This AGREEMENT is made on this day ofMonth of..... Two Thousand (....., 20....) between

M/s. Board of Trustees of Port of Cochin, a body corporate under Major Port Trusts Act, 1963, represented by its Shri., s/o..... having its office at Administrative building, Willingdon Island, Kochi – 628 009 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its (Description) Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS the Board of Cochin Port Trust, Kochi is desirous of engaging contractor for the work comprising _____

WHEREAS the Contractor has offered to execute and complete such works and whereas the Board has accepted the tender of the Contractor and

WHEREAS the Security deposit @3% of tendered value / Price Bid be remitted within 15 days from the date of receipt of work order for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

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

1. Notice inviting tender
2. Instruction to the Bidders
3. General Conditions of Contract
4. Special Conditions of Contract
5. Annexures and Forms

6. Price bid
7. Work Order No.....
8. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with the Board to deploy manpower in complete and maintain the “Manpower” in conformity and in all respects with the provisions of this Agreement.

The Board hereby covenants to pay the Contractor in consideration of such services for the “Contract Price” at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Trustees of Cochin Port Trust was here into affixed and

The thereof, has set his
Hand in the presence of

Cochin Port Trust

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address

.....
.....
.....

2) Name & Address

.....
.....
.....