



COCHIN PORT TRUST

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TENDER DOCUMENT

**FOR OPERATION OF DIESEL TAXI CARS FOR THREE YEARS ON HIRE BASIS FOR
COCHIN PORT TRUST**

(TECHNICAL BID)

(e-Tendering Mode)

Website: www.tenderwizard.com/COPT

Tender No. D/ICE/T-04/Taxi Hire (Diesel) /2021-M

COCHIN PORT TRUST,

CHIEF MECHANICAL ENGINEER'S OFFICE,

COCHIN - 682 009.

Cost of Tender Document: Rs.5,600/- (5000 + 12% GST)

COCHIN PORT TRUST

MECHANICAL ENGINEERING DEPARTMENT

Tender No. D/ICE/T-04/Taxi Hire (Diesel)/2021-M

Tender “for operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”
”

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**SECTION I
COCHIN PORT TRUST**

**Chief Mechanical Engineer's Office,
Cochin Port Trust,
W/Island, Cochin – 682009, KERALA
Tele: 91-0484-2666639/0484-258-2300
website: www.cochinport.gov.in**



Tender No. D/ICE/T-04/Taxi Hire(Diesel)/2021-M

Date:22-02-2021

1. NOTICE INVITING TENDER

1. Electronic Tenders (**e-tenders**) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], are invited by The Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin-682 009 from reputed firms meeting the Minimum Qualification Criteria specified below ***“for operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”***
2. ***Minimum Qualification Criteria (MQC):***

Tenderer must fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:

a) Experience

The Tenderer should have experience of having successfully completed ***similar works*** during last seven years ending 31-01-2021 should be either of the following :-

- i) Three similar completed works each costing not less than **Rs. 27,04,000/-**
(OR)
- ii) Two similar completed works each costing not less than **Rs. 33,80,000/-**
(OR)
- iii) One similar completed work costing not less than **Rs. 54,08,000/-**

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March, 2020 (viz. 2017-18, 2018-'19 and 2019-20 shall not be less than Rs.20,28,000/-

Explanatory notes:-

Note 1 :- ***“Similar works”*** means “contracts involving operation of Passenger Vehicles on hire basis (viz. Cars/ Jeeps / Vans/ Mini Buses/ Buses etc.) in any State Govt./Central Govt./Public Sector Undertakings/ Private Companies”

Note 2:- The bidders who have successfully completed atleast one year of ongoing contracts for ***similar works*** as on 31-01-2021 and the value of the completed portion of the contract is meeting the criteria specified under Clause 2 (a) above, shall also be

considered based on documentary proof issued by the clients.

Note 3:- Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1.1

Year before	Multiplying factor
One year [January 2020]	1.07
Two years [January 2019]	1.14
Three years [January 2018]	1.21
Four years [January 2017]	1.28
Five years [January 2016]	1.35
Six years [January 2015]	1.42

Note 4:- The experience certificate of contracts executed in private sectors/organizations shall be considered for qualification, on submission of TDS certificate along with work order and completion certificate.

Note 5:-Bidder should submit the following documents along with the tender to prove the MQC:-

- (i) Self attested/notarized copies of Work Order/Contract Agreement/Lease Agreement and certificate of satisfactory completion (atleast for one year) issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Annexure-3.
- (ii) A statement duly certified by the Chartered accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-'19 and 2019-20) and audited financial statements for the above three financial years.

3. Other Eligibility Considerations:

3.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

4. Pertinent information to the tender is given in the following Tables:

- i) **Schedule of different activities till submission of the bid are detailed as**

under:

Table 1.2

Sl. No.	Particulars	Date and Time
1	Tender e-publication date	23-02-2021
2	Download period of Bid Documents	23-02-2021 to 16-03-2021 upto 14:00 hrs.
3	Pre-Bid meeting	02-03-2021 (Through Video Conference)
4	Last date for seeking clarifications	Upto 11:00 hours on 02-03-2021
5	Last date and time of submission of Bid	16-03-2021 upto 15.00 hrs
6	Date and time of opening the Technical Bid	16-03-2021 after 15.30 hrs
7	Date and Time of opening of Financial bids of Technically qualified bidders	Will be announced after completion of Technical evaluation and pre-qualification of bids.

ii) General Information:

Table 1.3

Sl. No	Item	Details
	Tender No. D/ICE/T04/Taxi Hire(Diesel)/2021-M Dated :23-02-2021	
1	Name of the work	Operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust
2	Employer	Cochin Port Trust
3	Employer's Representative	Chief Mechanical Engineer
4	Executing authority	Chief Mechanical Engineer, Cochin Port Trust

iii) Bid information :

Table 1.4

i)	Estimated Amount put to Tender	Rs.2,02,79,400/- . (Rupees Two Crores Two lakhs seventy nine thousand four hundred lakhs only) plus GST – (Total for three years)
ii)	Earnest Money Deposit	No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per

		the format enclosed as Annexure-5. Otherwise, the bids will be rejected.
iii)	Cost of Bid document	Rs.5,600/- (5000 + 12% GST) (Non-refundable) furnished either through Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, from any Commercial Bank in India or payment online, being the cost of single copy of the tender document.
iv)	Validity period of Tender	90 days from the Last Date for Receipt of Tenders.
v)	Period of Contract	Three Years.
vi)	Vehicle Usage Categories (No.of vehicles given are anticipated requirement and are subject to vary at the time of awarding the contract)	(i) 12 hour usage (8 AM to 8 PM, required on all days including Sundays & Cochin Port Holidays) :10 Nos.
		(ii) 12 hours usage (8 AM to 8 PM), (deployment on Sundays & Cochin Port Holidays shall be as per the requirement of CoPT which will be intimated in advance) - 2 Nos.
		(iii) 24 hour usage (required on all days including Sundays and Cochin Port Holidays): 2 Nos.
viii)	Vehicle Category	SEDAN
ix)	Year of manufacture & Registration	On or after 01-01-2019
x)	Name, Designation, Address and other details (For Submission of Bid in response to NIT)	V. Thuraipandian Chief Mechanical Engineer, 1st floor, New Administrative Building, Cochin Port Trust, Willingdon Island, Kochi-682 009, Kerala. Email: cme@cochinport.gov.in

5. The bidders are permitted to deploy their own vehicles or vehicles leased from third parties. In case the bidders are intending to deploy vehicles of third parties, the bidders are required to furnish a lease agreement executed with the owner of the offered vehicles along with their tender in the prescribed format. In the said lease Agreement, the Owner of the car should have given an unconditional undertaking to the effect that the offered leased vehicle will not be withdrawn by the Owner till the expiry of Contract with Cochin Port Trust.
6. The number of vehicles mentioned in the Tender Documents may vary and CoPT reserves the right to discharge the tender after opening the price bids since there is a proposal to engage electric vehicle as per the Green initiative and Kerala Govt's Directions vide Order No.G.O.(P) No.24/2020/Fin dated 07-03-2020 and in such a case, the CoPT will finalise the other tender separately issued for the hiring of e-vehicles. The bidders are advised to note this and shall quote the rates accordingly and CoPT is not bound to accept this tender for the hiring of conventional diesel

vehicles and bidders shall not claim it as a right to award the contract to the lowest or any other offer.

7. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal, which can be downloaded. The cost of bid document shall be furnished either through Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, from any Commercial Bank in India or payment online.
8. The bidders need to obtain the one time User ID & password for log-in to in **e-Tendering** system from the service provider **M/s. KEONICS** by paying the registration amount of **Rs.1180/-** by online payment using Credit/Debit Card/Net Banking or DD in favour of "KSEDCL, Bangalore".
9. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No. 080-49352000/9605557738.
10. The bidder is responsible to download the Tender Document, all Addenda/ Amendments/ Errata/ Replies to the queries of bidders etc., if any, issued by CoPT, from the website before submission of the bid. The Cochin Port Trust reserves the right to call for shortfall in documents provided the MQC documents are submitted at the time of tender opening i.e. if the work order alone is submitted, the Cochin Port Trust will ask the bidder to furnish the relevant completion certificate/performance certificate and so on.
11. All bids shall be submitted **"online" only**, on the website www.tenderwizard.com/COPT, strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. No bids shall be accepted off-line (Hard copy).
12. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures.
13. The bidder shall submit the originals of the instrument towards the cost of tender, Bid Security Declaration Form, Power of Attorney, if applicable along with letter of submission in a sealed cover to the **Chief Mechanical Engineer, Cochin Port Trust, W/Island, Cochin – 682 009, KERALA**, before opening date and time of the tender. **Non submission of the original financial instrument towards cost of Tender Document and Bid Security Declaration before opening date and time will make the tender liable for rejection.**
14. In case of on-line payment of Cost of Tender Document, UTR number of the transaction should be communicated to the Chief Mechanical Engineer's e-mail of Cochin Port Trust as mentioned in Table 1.3 above, well in advance before opening of e-tender. Cochin Port Trust will verify the receipt of Cost of Tender Document as referred in UTR number in the Bank Account Number mentioned below. If cost of tender document has not been reflected in the Bank Account of Cochin Port Trust, the bid will be rejected. Bank Details of Cochin Port Trust are given below:-

Name of Bank	State Bank of India
Name of Branch	Cochin Port Trust
IFSC Code	SBIN0006367
Account No	10601197375
Account Holder's Name	Cochin Port Trust

15. Exemption from the payment of Cost of Tender document shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department as provided in GFR 2017.
16. The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid
17. The undersigned reserves the right to reject/cancel/postpone/annul the tenders at any stage of the tender, which will be binding on all bidders.
18. This tender notice shall form part of the tender document and are to be signed and submitted along with the tender.

Sd/-

CHIEF MECHANICAL ENGINEER

TeleFax: 91 0484 2666639

Email : cme@cochinport.gov.in

: dcmecpt@gmail.com

SECTION I

COCHIN PORT TRUST

2. INSTRUCTIONS TO TENDERERS

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SECTION I

COCHIN PORT TRUST

2. INSTRUCTIONS TO TENDERERS

1. Introduction

- 1.1. Sealed tenders in two-cover system are invited from eligible Tenderers ***“for operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”*** as per the Scope of Work given in Section III of this tender document.

2. General Instructions

- 2.1. The Work is to be executed as described in the Bid document and in particular in the Scope of Work, General Conditions of Contract, Bill of Quantities.
- 2.2. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, etc. supplied herewith. It will be deemed that prior to the submission of tender, the tenderer has satisfied himself as to the nature and location of the Work, general and local conditions, working conditions etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer.
- 2.3. A bidder shall be deemed to have full knowledge of all documents, working conditions etc. The submission of a bid by the bidder implies that he has read the Notice and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.4. The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalisation of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 2.5. Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 2.6. The EMPLOYER will not be liable for any financial obligation in connection with the Work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
- 2.7. Telex/E-mail offers will not be considered. Bidders should prepare their bid themselves and submit it **“online”**. Bids submitted by agents will not be considered.
- 2.8. Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.9. In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled day of closing/opening of the bid.
- 2.10. While evaluating the document, regard would be paid to National defense and security considerations, at the discretion of the Cochin Port Trust. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.

- 2.11. If there are varying or conflicting conditions in the Tender documents, the conditions in the General Conditions of Contract (GCC) will prevail.
- 2.12. The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. as amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.
- 2.13. The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 2.14. All benefits applicable to MSME as per Public Procurement Order 2012/2017 shall be applicable for this tender. They are required to submit documentary proof of MSME registration along with the tender, for claiming the available exemptions.
- 2.15. The exemption is allowed as above only for the Cost of Tender Fee charges and not for any other charges or Deposits.

3. Invitation for Bids:

- 3.1. The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification Criteria.

4. Downloading of Tender Documents:

- 4.1. Tender documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website www.cochinport.gov.in or Central Public Procurement (CPP) Portal. Demand Draft / Banker's Cheque for cost of tender document drawn in favour of the Financial Adviser & Chief Accounts Officer (FA & CAO), CoPT from any Commercial Bank having its branch at Kochi shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.
- 4.2. In case of tender document being downloaded from the website, at the time of uploading, the tenderer shall give an undertaking that no changes have been made in the document. The Port's Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail. For the discrepancies found at any time, the tenderer shall be liable for legal action.

5. Clarification of the Bidding Documents:

- 5.1. The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach them at least by 02-03-2021 at 11:00 hrs. It is to be noted that queries, clarifications received after the above date will not be answered. The clarifications of these queries will be hosted in the Cochin Port's website, e-tendering portal and Central Public Procurement Portal.

CHIEF MECHANICAL ENGINEER,
COCHIN PORT TRUST,
WILLINGDON ISLAND,
KOCHI-682009,
KERALA, INDIA.
Ph:- 91-0484-2666639/2582300.
Fax:-91-0484-2666639.
Email:cme@cochinport.gov.in;

dcmecpt@gmail.com

6. Pre-Bid Meeting:

- 6.1. A prospective Tenderer requiring any clarification of the tender shall submit their queries in writing/e-mail in advance before 11.00 hrs. on 02-03-2021. **The Pre-Bid meeting will be held through Video Conference at 11.00 hrs. on 02-03-2021.** The bidders who wishes to attend the Pre-bid Meeting may send their request well in advance by email to the Chief Mechanical Engineer so as to share the link for attending to the meeting through VC.

7. Amendment of Bidding Documents:

- 7.1. The Chief Mechanical Engineer, Cochin Port Trust shall have the right to revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda/corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum/ corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port and CPP Portal. It is the responsibility of the Bidders to download such addenda / corrigenda hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the web site.

8. Preparation of bids:

- 8.1. All documents relating to the bid shall be in the English language.

9. Minimum Qualification Criteria:

- 9.1. Tenderer must fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:

a) Experience

The Tenderer should have experience of having successfully completed *similar works* during last seven years ending 31-01-2021 should be either of the following :-

- i) Three similar completed works each costing not less than **Rs. 27,04,000/-**

(OR)

- ii) Two similar completed works each costing not less than **Rs. 33,80,000/-**

(OR)

- iii) One similar completed work costing not less than **Rs. 54,08,000/-**

b) Financial Turnover

Average Annual Financial turnover of the tenderer during the last three financial years, ending 31st March, 2020 (viz. 2017-18, 2018-'19 and 2019-20 shall not be less than Rs.20,28,000/-

Explanatory notes:-

Note 1 :- ***“Similar works”*** means “contracts involving operation of Passenger Vehicles on hire basis (viz. Cars/ Jeeps / Vans/ Mini Buses/ Buses etc.) in any State Govt./Central Govt./Public Sector Undertakings/ Private Companies”

Note 2:- The bidders who have successfully completed atleast one year of ongoing contracts for *similar works* as on 31-01-2021 and the value of the completed portion of the contract is meeting the criteria specified under Clause 9.1 (a) above, shall also be considered based on documentary proof issued by the clients.

Note 3:- Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1.1

Year before	Multiplying factor
One year [January 2020]	1.07
Two years [January 2019]	1.14
Three years [January 2018]	1.21
Four years [January 2017]	1.28
Five years [January 2016]	1.35
Six years [January 2015]	1.42

Note 4:- The experience certificate of contracts executed in private sectors/organizations shall be considered for qualification, on submission of TDS certificate along with work order and completion certificate.

Note 5:-Bidder should submit the following documents along with the tender to prove the MQC:-

- (i) Self attested/notarized copies of Work Order/Contract Agreement/Lease Agreement and certificate of satisfactory completion (atleast for one year) issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Annexure-3.
- (ii) A statement duly certified by the Chartered accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-'19 and 2019-20) and audited financial statements for the above three financial years.

10. Other Eligibility Considerations:

10.1. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

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

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

11. Bid Prices:

There will three separate usage categories of vehicles as indicated below:-

Sl. No.	Category of usage	Anticipated number of vehicles required (Tentative)	Minimum number of vehicle to be available with the bidder (either owned or leased) at the time of submission of bid
(1)	(2)	(3)	(4)
1	12 hour usage (8 AM to 8 PM, on all days including Sundays & Cochin Port Holidays)	10 Nos.	4 Nos.
2	12 hours usage (8 AM to 8 PM), (deployment on Sundays & Cochin Port Holidays shall be as per the requirement of CoPT which will be intimated in advance) - 2 Nos.	2 Nos.	
3	24 hour usage (8 AM to 8 PM, on all days including Sundays & Cochin Port Holidays)	2 Nos.	

The bidders are required to quote their financial bid for all the above three Categories of vehicles. If the bidder has not quoted for all the above three usage categories, their tender will not be considered.

The offered rates in Price Schedule for all the three line items (Bill of Quantities- Financial Bid) may be filled in figures only. The quoted rates in words will appear automatically. The Bidders should ensure that his offered rates as per the Financial Bid is not mentioned

anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

In order to participate in the tender, the bidder shall possess (either owned by the bidder or leased by the bidder from the owner of the vehicles) minimum four vehicles at the time of submission of bid. Details of such offered vehicles shall be furnished as per Annexure-6.

12. Bid Security / EMD:

12.1. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure's OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, the bidders are required to submit a Bid Security Declaration along with the tender as per the format enclosed as ANNEXURE-5. Any bid not accompanied by the above mentioned Bid Security Declaration shall be treated as Non-responsive and shall be rejected by the Employer.

12.2. Cochin Port Trust reserves its right to suspend the bidders from participating in the future tenders invited by Cochin Port Trust for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, if the bidder withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) After the award of work, if the bidder fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Departmental Tender Document.

13. Bid Validity:

13.1. Bids shall remain valid for a period of not less than ninety days (90) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) such bidders will be suspended from participating in the future tenders invited by Cochin Port Trust for a period of Two years from the date of such Suspension Orders.

13.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that Bidder may extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (ie, the extension shall be unconditional).

14. No Alternative Proposals by Bidders:

Bidders shall submit offers that comply with the requirements of the bidding documents. Alternatives will not be considered.

15. Format and Signing of Bid:

- 15.1. Tenderer shall prepare one set of his Tender, duly completed and signed, along with other documents mentioned hereinafter. Form of Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made, shall be signed by the person or persons signing the Bid.
- 15.2. If the tenderer is an individual it shall be signed by his full name and his address shall be given. A self declaration to the effect that the bidder is the sole owner of the bidding firm shall be furnished. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a Power-of-Attorney to do so and to bind the partner in all matters pertaining to the contract, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tenderer is a Limited Company it shall be signed by a duly authorized person. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

16. Bid Submission:

- 16.1. Bid shall be submitted in prescribed form in two parts, **Part – I: Technical Bid** and **Part – II: Financial Bid**.
- 16.2. **Part-I, Technical Bid documents shall contains two Envelops :**
- 16.2.1. **ENVELOP – I (Mandatory Documents)**
- (i) Financial Instrument towards the cost of Tender document for 5,600/- (Rs.5,000/- + 12% GST)- in original.
 - (ii) Bid Security Declaration as per the format at ANNEXURE-5 in original.
 - (iii) Letter of Submission (vide Annexure – 1) - in Original
 - (iv) Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide Annexure – 2)- in original;
 - (v) Copy of documentary proof of MSME registration if the tenderer is claiming exemptions from remittance of Cost of Tender Document and EMD.
- 16.2.2. The Bidder shall submit Original instrument towards the cost of tender, Power of Attorney (if applicable), Bid Security Declaration, copy of documentary proof of MSME registration (if claiming exemptions from remittance of Cost of Tender Document and EMD) along with Letter of submission in a sealed cover, superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name & address of the tenderer, either in person or sent by registered post/ courier to the Chief Mechanical Engineer, **Cochin Port Trust, W/Island, Cochin – 682009, KERALA**, on or before the last date and time of submission of Bids. The above sealed cover containing Mandatory Documents, brought in person, shall be deposited in the designated Tender Box placed in the Front office (Ground Floor) of New Administrative Building, Cochin Port Trust, Cochin -682 009 on or before the last date and time of submission of Bids.
- 16.2.3. Tenders without submitting the Mandatory Documents as mentioned in Clause 16.3 above, on or before the last date and time of submission of Bids, will be summarily rejected.
- 16.2.4. **ENVELOP- II – TECHNICAL BID DOCUMENTS**

Envelope-II, Technical Bid Document to be submitted through e-Tendering mode on the e-Tender Portal, www.tenderwizard.com/COPT should contain the scanned

copies of the following documents:-

- (vi) Copy of Financial Instrument pertaining to the Cost of Tender Document;
- (vii) Copy of Bid Security Declaration as per the format at ANNEXURE-5;
- (viii) Copy of Letter of Submission (vide Annexure – 1) duly signed;
- (ix) Copy of Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide Annexure – 2)
- (x) Copy of documentary proof for exemption of Cost of Tender Document and EMD, if applicable.
- (a) Check List as per Schedule I;
- (b) Details of experience as per Annexure – 3 and Certificates in proof of experience in similar works as detailed under Clause 9 of Instruction to Tenderers.

Explanatory notes:

- (1) Original or self attested/notary certified copy of completion certificates of each work issued by the Client for whom the bidder has executed such contracts and self attested/notarized copy of connected work order shall be attached. The completion certificate shall invariably contain the following among other things.
 - a) Details of work involved specifying the nature of work
 - b) The completion cost of the work and
 - c) Date of commencement ; and
 - d) Date of completion of the work.
- (2) The works indicated in Annexure-3 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments.
- (c) A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover during the last three financial years, (viz. 2017-18, 2018-19 and 2019-'20) and audited financial statements for the above three financial years.
- (d) **Technical Bid document including all addenda/corrigenda/Amendments in PDF format.**
- (e) Form of Bid duly signed and sealed.
- (f) Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the company as the case may be. If the tenderer is an individual, a self declaration to the effect that the bidder is the sole owner of the bidding firm shall be furnished.
- (g) Copies of PAN, GST, EPF and ESI registration
- (h) A Declaration duly signed (vide Annexure – 4) to the effect that :-
 - i) No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
 - ii) We have quoted for the work strictly as per the Financial Bid.
 - iii) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the

bid.

- iv) We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
- v) We do hereby confirm that no changes have been made in the tender document uploaded by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
- vi) We do hereby confirm that we have not been blacklisted or debarred by any Central/ State Government/ agency of Central/State Government/ Public Sector Undertaking/Regulatory Authority of India at the time of submission of this bid.
- (i) Bank information for e- Payment system as per Annexure 6.
- (j) Details of vehicles offered as per Annexure-6. Details of offered vehicles shall be given as Annexure-6 and shall be supported by Self attested copies of (i) ownership (ii) lease agreement with the owner of the vehicle, if the bidder is offering vehicles of third parties (iii) certificate of registration (iv) certificate of fitness (v) certificate of insurance and (vi) valid permit.

16.3. **Part II : “Financial Bid”** (Schedule-II) shall contain Bill of Quantities- Schedule II shall be duly filled in and fully priced, which shall be submitted only through **in e-tendering mode in e-tender Portal www.tenderwizard.com/COPT** Otherwise, the tender will be rejected.

16.4. Tenders shall be submitted “**online**” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the documents including instruments towards the cost of tender; proof of experience, financial details etc. through the e-tendering portal.

17. Deadline for Submission of the Bids:

E-tenders attaching all documents shall be submitted ‘on-line’ in the e tender portal strictly in accordance with the terms and conditions of tender document before the time and the day notified in Table 1.2 of NIT.

18. Late Bids

Any Bid received by the Employer after the Bid due date and time will be returned unopened to the bidder treating it as “Late Tender”.

19. Bid Opening – Technical Bid:

19.1. Technical Bid shall be opened in the office of the **Chief Mechanical Engineer, Cochin Port Trust** after 15.30 Hours on the last date fixed for submission of Bid. Submission of Mandatory Documents is verified initially. In case the and Cost of bid document is not deposited or is not in order, the Bid will not be opened further and hard copy submitted will be returned. Tenderers can witness the tender opening by logging into the e-tender Portal, www.tenderwizard.com/COPT on the date and time fixed for tender opening.

20. Bid Opening – Financial Bid:

Financial Bid of those tenderers who are found qualified after evaluation of Technical

Bids 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, www.tenderwizard.com/COPT on the date and time intimated for opening of Price Bid.

21. Clarification of Bids

- 21.1. Chief Mechanical Engineer shall ask for shortfall of documents before technical evaluation of the tenders. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 21.2. Any effort by the Bidder to influence the Employer’s bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

22. Examination of Bids and Determination of Responsiveness

- 22.1. A bid will be treated as responsive , if it
- (a) meets the Minimum Qualification Criteria defined in Clause 9.
 - (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
 - (c) is accompanied by the required Tender Document fee and Bid Security Declaration;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works;
 - i. which limits in any substantial way, the Employer’s rights or the Bidder’s obligations under the Contract; or
 - ii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 22.2. If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

23. Evaluation and Comparison of Bids:

23.1. Evaluation of Price Bid

There will three separate usage categories of vehicles as indicated below:-

Sl. No.	Category of usage	Anticipated number of vehicles required (Tentative)
1	12 hour usage (8 AM to 8 PM, on all days including Sundays & Cochin Port Holidays)	10 Nos.
2	12 hours usage (8 AM to 8 PM), (deployment	2 Nos.

	on Sundays & Cochin Port Holidays shall be as per the requirement of CoPT which will be intimated in advance)	
3	24 hour usage (8 AM to 8 PM, on all days including Sundays & Cochin Port Holidays)	2 Nos.

The bidders are required to quote their financial bid for all the above three Categories of vehicles. If the bidder has not quoted for all the above three usage categories, their tender will not be considered.

The offered rates in Price Schedule for all the three line items (Bill of Quantities- Financial Bid) may be filled in figures only. The quoted rates in words will appear automatically. The Bidders should ensure that his offered rates as per the Financial Bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

Only those tenders, as determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Cochin Port's decision on this shall be final, conclusive and binding.

Based on the hire rate quoted in the Bill of Quantities, Cochin Port Trust will work out the total hire charges of all the fourteen vehicles as stated in the above table for the total contract period of three years. In order to determine the lowest evaluated bid, Cochin Port Trust will consider the overall total hire charges for all the fourteen vehicles.

The bidder may note that the number of vehicles mentioned as above are tentative and estimated considering the present requirement. Cochin Port Trust reserves the right to decrease/increase the required number of vehicles at the time of awarding the contract or during the tenure of the contract by giving two weeks prior notice, as per the same rate and terms and conditions. Hence the quantity of vehicle indicated in the tender document shall not be taken as Cochin Port Trust's firm commitment.

24. Alteration of tender documents:

24.1. No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document.

25. Award of Contract:

The Employer will award the Contract to the bidder whose offer has been pre-qualified in the Technical evaluation as responsive to the bidding documents and has been determined to be the lowest evaluated tender.

26. Performance Security/Security Deposit:

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

- (a) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Trust;

- (b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of Section II of tender document, from a Commercial Bank;
 - (c) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 16 of Notice Inviting Tender.
- 26.2. The value of Security Deposit shall be equivalent to 3% of the total estimated contract value for one year rounded-off to the nearest Rs.1000/-.
- 26.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.
- 26.4. Cochin Port Trust is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 26.5. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.
- 26.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages.

27. Signing of Agreement:

The successful tenderer will be required to execute an Agreement at his expense within 21 (twenty one) days from the date of Letter of Acceptance(LOA), on proper value Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum/corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

28. Fraud and Corrupt Practices:

- 28.1. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from

the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

28.2. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “undesirable practice” means

- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

29. Rejection of Tender:

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the highest or any tender and has the right to reject or discharge the tender without assigning any reason.

SIGNATURE OF TENDERER

COCHIN PORT TRUST

SECTION I

1. FORM OF BID

To

The Board of Trustees,
Cochin Port Trust

Through

The Chief Mechanical Engineer
Cochin Port Trust, Cochin -9

Tender for the work ***“for operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”***

I/We have read and examined the Notice inviting tenders, Instructions to tenderers, Form of Agreement, General Conditions of Contract, Scope of Work & Technical Specification, Bill of Quantities & other documents and rules referred to in the General Conditions of Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified in the under written memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications designs, drawings and instructions in writing referred to in the Scope of Work and Technical Specification mentioned under Section IV of the Tender Document and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- | | |
|------------------------------------|---|
| a) General description of work | : “Operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ” |
| b) Estimated Amount put to Tender. | Rs.2,28,00,000/- (Rupees Two Crores
: Twenty eight lakhs only) plus GST –
(Total for three years)
: No EMD will be applicable for this
tender as per the Ministry of Ports,
Shipping and Waterways letter No.PD-
24015/71/2020-PDVII(e-340929) dated
26-11-2020 and Ministry of Finance,
Department of Expenditure’s OM No.F-
9/4/2020-PPD dated 12-11-2020. In lieu
of Bid Security/EMD, Bid Security
Declaration shall be furnished as per the
format enclosed. |
| b) Earnest Money | |
| c) Security Deposit | : 3% of the value of the contract awarded
or the value of the work done whichever
is higher. |

- d) Time allowed for commencement of service from the date of receipt of Letter of Acceptance : 30 days from the date of issue of Letter of acceptance by CoPT.
- e) Contract period : Three years from the date of commencement of service .

I/ We agree to keep the tender open for 90 days from the due date of submission and not to make any modifications in its terms and conditions

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages. I/We fully accept that, in the event of default, I/We 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 Orders.

Dated the day of 20....

Signature of the Tenderer

Address :
Witness :
Address :
Occupation :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Trustees for a sum of Rs..... (Rupees.....)

The letters referred to below shall form part of this Contract Agreement

- a) ..
- b) ..
- c)

Dated.....

**Chief Mechanical Engineer
Cochin Port Trust**

**COCHIN PORT TRUST
SECTION I**

2. FORM OF AGREEMENT

AGREEMENT No. ... of

AGREEMENT FOR THE WORK OF “ OPERATION OF DIESEL TAXI CARS FOR
THREE YEARS ON HIRE BASIS FOR COCHIN PORT TRUST ”

AGREEMENT No...of

This agreement is made at Cochin on the day of
BETWEEN M/s.having its office atrepresented by its
....., Sri. aged years, S/o Sri. Adress....., village,
..... Taluk, District, (hereinafter referred to as the “CONTRACTOR” which
expression shall include his successors, assignees, representatives and administrators) of the
one part AND the Board of Trustees of the Port of Cochin, a body corporate under the Major
Port Trusts Act 1963, having its office at Willingdon Island, Cochin – 682 009, represented
by its Chief Mechanical Engineer, Sri.....,aged years,S/o,Sri residing at
address..... (herein after referred to as the “EMPLOYER” which expression shall include
their successors, assignees and administrators in the office) of the other part.

WHEREAS pursuant to the Notice Inviting Tender issued by the Employer, the tender
submitted by the Contractor has been accepted by the Employer and the Employer has agreed
to award the contract for hiring ofNos...A/C Taxi Cars with driver and fuel for
three years on hire basis as per the Terms and Conditions of the Notice Inviting Tender No.
..... dated, General Conditions of Contract and the rates
specified in the Schedules appended.

(1) Schedule -I

Supply of Nos. Sedan Type A/C Taxi Cars with driver and fuel (Registered on or
after 01-01-2019) on hire basis

Daily usage of vehicle – 12 hrs. (8 AM to 8 PM, required on all days including Sundays & Cochin
Port Holidays)

Daily Hire charges per Car : Rs...../-+% GST.

Anticipated average usage of vehicle: 1000 kilometers per month

Rate per kilometer payable beyond 1000 kms. – Rs.....+ ./.....% GST

For running the vehicle beyond operating hours for 12 hours, extra charges will be paid on
proportionate basis of the hire charges per day as per Annexure-I (Schedule.....) of the
tender document.

2. Schedule-II

Supply of Nos. Sedan Type A/C Taxi Cars with driver and fuel (Registered on or after 01-01-2019) on hire basis

Daily usage of vehicle: 12 hours usage (8 AM to 8 PM), deployment on Sundays & Cochin Port Holidays shall be as per the requirement of CoPT which will be intimated in advance.

Daily Hire charges per Car : Rs...../-+% GST.

Anticipated average usage of vehicle: 1000 kilometers per month

Rate per kilometer payable beyond 1000 kms. – Rs.....+ ./.....% GST

For running the vehicle beyond operating hours for 12 hours, extra charges will be paid on proportionate basis of the hire charges per day as per Annexure-I (Schedule.....) of the tender document.

The same daily accepted hire charge per Car will be applicable when the car is engaged on Sundays and Cochin Port Holidays as per the requirement of Cochin Port Trust.

3. Schedule-III

Supply of Nos. Sedan Type A/C Taxi Cars with driver and fuel (Registered on or after 01-01-2019) on hire basis

Daily usage of vehicle – 24 hrs. required on all days including Sundays & Cochin Port Holidays)

Daily Hire charges per Car : Rs...../-+% GST.

Anticipated average usage of vehicle: 2000 kilometers per month

Rate per kilometer payable beyond 2000 kms. – Rs.....+ ./.....% GST

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

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

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

1. The Contractor agrees and guarantees the supply of the above said.....Nos. Taxi Cars with Diver and fuel for hours on hire basis in accordance with Schedule..... as per the terms and conditions stipulated in the tender documents.

2. The Contractor shall always put into use vehicle which has newly registered on or after 01.01.2019.
3. The Contractor shall furnish a Security Deposit of 3% of the contract value (Rs.....) be in the form of Bank Guarantee from a Nationalized/Scheduled Bank having branches in Cochin.
4. This Agreement will remain valid for a period of three years from, 20.... to20...., after which date, the agreement will automatically stand terminated by the efflux of time. However, the Employer may terminate this agreement without assigning any reasons at any time upon providing 45 days written notice to the Contractor.
5. The Contractor shall comply with all the terms and conditions of Tender Documents contained which are part and parcel of this agreement and forming integral part of this agreement and in the event of a conflict between the parties in connection with hiring of vehicles, the terms of this agreement shall prevail.
6. If the contractor fails to provide the vehicle to the Employer, the Employer shall have the right to terminate the contract in whole or part, as the case may be.
7. The Contractor shall provide the vehicles registered for commercial purpose only and having valid insurance, updated tax remittance and all the other certificates necessary for the operation of the vehicles as per the prevailing laws. The applicable charges in this regard shall be paid by the Contractor.
8. In case of accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor and the Employer shall have no liability whatsoever.
9. The contractor is liable for any legal dispute/cases/claim that have arisen or may arise during the currency of the agreement in respect of vehicles provided by the Contractor. The Employer will not be liable for any loss, damages, etc., suffered / to be suffered by the contractor or third party, as the case may be. The Contractor shall indemnify the CoPT and its officials from any of the third party claims.
10. The Contractor shall also be liable for payment of penalties etc. related to, traffic, other criminal offences etc. arising out of or concerning the use of the vehicle during the hire period and the Contractor accordingly indemnifies the Employer against all such liability.
- 10 (a) The Contractor shall obey/observe the Employees compensation act/contract labour (Regulation & Abolition) Act or other statutory requirement, if any, if applicable while working for the Employer
11. In witness whereof Sri., of M/s. hereunto set his hand and seal and on behalf of the Board of Trustees of the Port of Cochin, represented by its Chief Mechanical Engineer, Sri. has set his hand and

common seal of the Board of Trustees of the Port of Cochin, hereunto affixed the day,
month and year first written above.

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

Signature of Contractor
For M/s.....
.....

Signed and affixed seal in the presence of
1.
2.

Signed, Sealed and delivered by the

Chief Mechanical Engineer

Chief Mechanical Engineer Cochin Port Trust on
behalf of the Board of Trustees of Port of Cochin.
Signed and affixed the common seal of
the Board of Trustees of the Port of Cochin,
in the presence of

Cochin Port Trust

1.
2.

OCHIN PORT TRUST

SECTION I

4. ANNEXURES

Sl. No.	Annexures	Description	Page No.
1	1	Letter of Submission	32
2	2	Proforma of Power-of-Attorney / Letter of Authority	33
3	3	Details of Past Experience of Contractors for Similar Works	34
4	4	Declaration	35
5	5	Bid Security Declaration	36
6	6	Format for furnishing the details of vehicles offered by the bidder.	37
7	7	Format of Lease Agreement for leasing of Taxi Cars from the Owner of the Cars	38
8	8	Format for Furnishing Bank information for e-payment	39

COCHIN PORT TRUST

**LETTER OF SUBMISSION- COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)**

Date :

To

The Chief Mechanical Engineer,
Cochin Port Trust.

Sir,

Sub : ***“Operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust”***

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

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

- (i) Tender Document along with Addendum No. ----
- (ii) Power of Attorney (Annexure 2)
- (iii) Details of the past experience of similar works to fulfill the “Minimum Qualification Criteria” (Annexure 3), work orders and Certificates;
- (iv) Statement duly certified by Chartered Accountant showing Average Annual Financial Turnover during the last 3 Financial years;
- (v) Audited Financial Statements for the last three financial years
- (vi) Declaration (Annexure 4)
- (vii) Bid Security Declaration (Annexure-5)
- (viii) Details of vehicles offered by the bidder (Annexure 6)
- (ix) Lease Agreement for leasing of Taxi Cars from the Owner of the Cars (Annexure-7)
- (x) Bankers Details (Annexure-8).

Signature

(Authorised Signatory)

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

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

To

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

Dear Sir,

We _____

19. do hereby confirm that Mr./Ms./Messrs _____ ***[INSERT
NAME AND ADDRESS]***, whose signature is given below, is /are authorized to represent
us to bid, negotiate and conclude the agreement on our behalf with you against Tender
for ***“for operation of Diesel Taxi Cars for three years on hire basis for Cochin Port
Trust ”*** - Tender No.....

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

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

COCHIN PORT TRUST***“Operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”*****DETAILS OF SIMILAR WORKS COMPLETED BY THE TENDERER**
DURING THE LAST SEVEN YEARS ENDING 31-01-2021

Sl. No.	Details of work including reference number and date of work order & completion certificate	Total Value of completed portion of the Contract in INR	Duration of Contract			Client's Complete address with TeleFax/Phone/e-mail address of contact person
			Actual date of commencement	Actual date of completion	Total years completed	
1	2	3	4	5	6	7

Note: Bidder shall enclose the following :-

- (i) Self attested/notarized copies of each Work Order/Agreement issued by the Client;
- (ii) Self attested/notarized copies of completion certificate of each work order indicating the value of the completed portion of the contract, issued by the Client.

SIGNATURE OF TENDERER

COCHIN PORT TRUST

“Operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”

DECLARATION

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

1. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
5. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
6. We disclose with that we have * made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
7. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
8. We do hereby confirm that we have not been blacklisted or debarred by any Central/ State Government/ agency of Central/State Government/ Public Sector Undertaking/Regulatory Authority of India at the time of submission of this bid.

Signature

(Authorised Signatory)

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

COCHIN PORT TRUST

“Operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY
(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 Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We 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 Orders, under the following circumstances:-

- a) 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 extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) 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 Departmental Tender Document.

Signature of the Tenderer with seal

COCHIN PORT TRUST

“Operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”

DETAILS OF COMMERCIALLY REGISTERED SEDAN TYPE PASSENGER CARS
(NEWLY REGISTERED ON OR AFTER 01-01-2019) OFFERED BY THE BIDDER.

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

Note:

- (i) Attach copies of certificate of registration, certificate of fitness, certificate of Insurance and valid permit in respect of offered Cars (newly registered on or after 01-01-2019).
- (ii) Attach copy of lease agreement with the owner of the vehicles in case the offered vehicle is owned by third parties as per the format attached as Annexure-7.

Yours faithfully,

Signature :

Name & Designation :

.

AGREEMENT FOR LEASING/HIRING OF TAXI CARS

This Agreement is made on thisday of, year 2021 between

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

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

Whereas the party of the Second Part intends to take on lease/hire Nos. Taxi Cars from the party of the First Part, for a period of three years, in connection with the Tender No.....dated..... issued by Cochin Port Trust ***“for operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”.***

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

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

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

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

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

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

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

Signed in the presence of :

Annexure 8**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/Fax No. of the beneficiary	Telephone: Mobile : Fax :
8	Cancelled Cheque	

Signature of the party with seal

COCHIN PORT TRUST

Tender No. D/ICE/T-04/Taxi Hire(Diesel)/2021-M

Tender for “ operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”

SCHEDULE – I

LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER IN PART-I, TECHNICAL BID

Sl. No	Clause Ref. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.) & Ref. of page No.
1	Table 1.4 (iii) of Notice Inviting Tender	Cost of Tender Documents – Rs.5,600/- (Rupees Five thousand six hundred only) in the form of DD/ Banker's cheque or online payment.	
2	Table 1.4 (ii) of Notice Inviting Tender	Declaration in lieu of EMD/Bid Security (Annexure-5)	
3	Cl.No.16.2.1 (iii) of Instruction to Tenderer	Letter of submission as per Annexure-I	
4	Cl.No.16.2.1 (iv) of Instruction to Tenderer	Power of Attorney duly authenticated by Notary Public Annexure-2	
5	Cl.No.9 of Instruction to Tenderer	Information regarding experience of having executed similar works as per Annexure-3 along with self attested/notarized copies of works orders and completion certificate issued by the Clients.	
6	Cl.No:9 of Instruction to Tenderer	Statement of Average Annual Financial Turnover during last three years ending 31-03-2020 certified by Chartered Accountant along with audited financial statements.	
8	Cl.No.16.2.4 (d) of Instruction to Tenderer	Tender document duly filled in except Price Schedule (Schedule – II) and addendum, duly signed and stamped on all the pages	
9	Cl.No:16.2.4 (f) of Instruction to Tenderer	Partnership Deed or Memorandum and Article of Association of the Company and Registration Certificate of the company, Proprietorship Declaration as	

		applicable.	
10	Cl.No: 16.2.4 (g) of Instruction to Tenderer	Documents in support of PAN/GST/EPF and ESI Registration	
11	Cl.No:2.14 of Instruction to Tenderer	Documentary Proof of MSME registration, if applicable	
12	Cl.No:10.1 of Instruction to Tenderer	Detailed information regarding current litigation, if any, in which the tenderer is currently involved.	
13		Annexure 4 to Annexure-8 duly filled and signed	

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

Tenderers Signature..... with seal

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COCHIN PORT TRUST

GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION II

GENERAL CONDITIONS OF CONTRACT (GCC)

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:

- a) “Approved” or “Approval” shall mean approval in writing.
- b) “Bidder/Tenderer” means the person or persons, firm, Corporation, or Company who submits a Bid/Tender for the subject work.
- c) “Contractor” means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
- d) “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- e) “Contract Documents” means the documents listed in the contract agreement, including any amendments thereto.
- f) “Contract Price” means the hire charges payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- g) “Chief Mechanical Engineer” shall mean the Chief Mechanical Engineer of Cochin Port Trust and includes any officer who is authorized on his behalf for the purpose of this contract.
- h) “Day” shall mean English Calendar Day.
- i) Employer/Cochin Port Trust/CoPT/Port/Board” means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Chief Mechanical Engineer or any other officers so nominated by the Board.
- j) “GCC” means the General Conditions of Contract.
- k) “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.
- l) “Month” shall mean English Calendar Month.
- m) “Engineer”/ “Officer in-Charge” means Employee of Employer or any other person or firm, nominated by the Employer.
- n) “Specifications” means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be made from time to time, be furnished or approved in writing by the Employer.
- o) The “Schedule” shall mean the schedule or Schedules attached to the specifications.
- p) “Tender” means the offer of the Contractor along with all other relevant documents as referred to in the contract.

- q) “Work” shall mean operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust.

2. PERIOD OF CONTRACT:-

The period of contract for hiring of vehicles is **THREE YEARS** from the date of commencement of contract.

3. COMMENCEMENT OF SERVICE:-

3.1. Service of Taxi Cars under this contract is to be commenced at Cochin Port Trust within 30 days from the date of receipt of notification of award issued by Cochin Port Trust. The successful contractor shall submit copies of RC book, Fitness Certificate, Permit, insurance/Tax document, Pollution under Control Certificate etc. for each vehicle, license of drivers, along with originals for verification atleast seven days prior to the date of commencement of the contract.

3.2. The vehicles putting into service under the contract shall be offered for inspection of Cochin Port Trust and to confirm the tender requirements atleast three days before commencement of service. The condition of the vehicle including the operation of the doors, shutters and windows, condition of seats and protection from rain, condition of head lights, parking lights, horns etc., shall be up to the satisfaction of Cochin Port Trust. In the event Cochin Port Trust points out any deviations / non-compliance of the terms and conditions of contract, it will be the responsibility of the contractor to take immediate remedial measures.

4. DAILY HIRE RATE:- The accepted daily hire rate for all the three usage categories of vehicles shall be firm during the entire period of three years of contract and not subject to variation.

5. AGE OF THE VEHICLE: All vehicles deployed for operation under this contract shall have manufactured and registered on or after 01-01-2019. Documentary evidence along with physical evidence shall be mandatory for the above.

6. ALTERNATE VEHICLE:-

6.1. Contractor will not be normally permitted to change the vehicles originally put into service under this contract. In exceptional circumstances, if the Contractor desires to change the original vehicles provided with another substitute vehicles, the same shall be done with the approval of Cochin Port Trust. Such alternate/substitute vehicle shall meet the technical specification given in the tender document and shall satisfy all the other tender conditions. Replacement/Substitution of the vehicle will also be subject to the prior inspection except during emergencies.

6.2. In case the vehicles/drivers have not reported for duty/is not available or is under repairs, it is the responsibility of the contractor to provide alternate arrangements for vehicles/drivers, for attending duty at Cochin Port Trust. The alternate vehicles/drivers should meet with the specifications applicable as per

the tender.

7. **PENALTY :** In case of breakdown of the vehicle(s) or vehicle(s) not available due to any other reason, relief vehicle shall be deployed by the contractor to continue the trips **within half an hour**, with a vehicle of same capacity and in good condition so that the services of the vehicles will not be affected. If there is any delay in providing the spare vehicle in time, Cochin Port Trust has the right to arrange a substitute vehicle of its choice at the risk and cost of the contractor and shall realize all the expenses in this regard from the contractor. In addition, a penalty of Rs. 250/- per day/vehicle, on account of non-availability of vehicle will be imposed.
8. **AVAILABILITY OF VEHICLE:** Even though the vehicles are hired for normal daily usage as per the three usage categories mentioned in the tender, the tenderer should ensure that the vehicle and driver are made available as per requirement. During the tenure of the contract, if any unsatisfactory service including continuous breakdown happens repeatedly and the Contractor fails to provide alternate vehicle in the specified time i.e., more than thrice in a month, Cochin Port Trust reserves the right to terminate the contract by giving three weeks' notice to the contractor and to operate the contract for the balance period through other agencies at the risk and cost of the contractor.
9. **ODOMETER:-** Cochin Port Trust reserves the right to check the correctness of the odometer before putting any vehicle into service as well as periodically during the tenure of the contract at the discretion of the Cochin Port Trust. Cochin Port Trust also reserves the right to terminate the contract if false claims are made on the basis of fabrication of odometer is detected.
10. **PROPERTY DAMAGE:-**The contractor is liable to pay compensation, as decided by Cochin Port Trust, if any damage is caused to Cochin Port Trust's property during the operation of the vehicle inside Cochin Port Trust. The decision of Cochin Port Trust in this regard shall be final and binding on the contractor.
11. **INSURANCE OF THE VEHICLES:-** Insurance of the vehicle, including SRCC (strike, riot and civil commotion) risks and the risk of passengers travelling in the vehicles should be covered by the contractor to the extent of the liabilities specified in the Motor Vehicles Act. Cochin Port Trust is not liable to pay any compensation to any person/s or property arising out of/during the operation of the vehicles covered under this contract. Third party insurance coverage for any accident of the vehicles inside and outside Cochin Port Trust will be solely to the contractor's responsibility and the Cochin Port Trust shall in no way be liable to pay any compensation to any person/property.
12. **COMPLIANCE TO THE STATUTORY REQUIREMENTS:-**
 - 12.1. It will be the responsibility of the contractor to arrange necessary statutory approvals from time to time, for running of the vehicles and no liabilities should be pending towards any Government Authorities and Cochin Port Trust shall not be made responsible to pay such liabilities, during the tenure of the

contract.

- 12.2. All formalities connected with the plying of the vehicle shall be complied by the contractor and Cochin Port Trust does not accept any responsibility towards licenses, taxes, insurance and permits etc. These documents should be submitted on demand to Cochin Port Trust by the contractor.
- 12.3. The vehicle should have valid registration and permits and its driver shall hold valid license required under law. There should not be any pending dues/liabilities towards Govt./Statutory bodies.
- 12.4. The contractor shall comply with all Act or by any regulations or bye-law of any local or other public authority and shall pay and indemnify the Cochin Port Trust if necessary against any fees or charges recovered from them under such Act, regulation or bye-law.
- 12.5. It is the responsibility of the contractor to meet all claims for compensation under Workmen's Compensation Act or under any other law including in respect of accidents or injury or death suffered by workmen engaged by him or passengers or third parties during the period of contract. The contractor alone shall be responsible and liable in respect of claims under the Workmen's Compensation Act and all other Acts aforesaid and the Cochin Port Trust shall not under any circumstances be liable for any such claims. The contractor shall also cover the drivers under ESI/EPF as required under the law of all cars operated in Cochin Port Trust under this contract.
13. **EXPENSES FOR OPERATION OF CARS:-** All expenses for the operation of Taxi Cars in Cochin Port Trust during the entire period of contract, including cost of fuel, repair and maintenance charges, other consumable including lube oil, road tax, insurance, salary to the driver, etc., shall be borne by the Contractor. The Contractor is not entitled to claim any increase in hire charges offered by him and accepted by Cochin Port on account of increase in fuel price or on any other account. The accepted daily hire rate for both the categories of vehicles (12 hrs. per day and 24 hrs. per day) is firm during the entire period of three years of contract and not subject to variation.
14. **INCREASE IN DIESEL PRICE:-**
 - 14.1. The daily hire rate of the vehicles accepted by Cochin Port Trust shall remain fixed during the entire contract period. However, variation in diesel price will be taken into consideration on quarterly basis and the contractor will be entitled to get additional payment on account of hike in diesel price in the manner detailed below:-
 - 14.2. Prevailing market Price of Rs.84.98 per Litre of diesel is considered as the base rate of diesel during the entire contract period. No additional payment on account of variation in diesel price will be applicable during the first quarter of the contract.
 - 14.3. CoPT will record the market price of diesel as on the first day of all subsequent quarters during the entire contract period. If the variation in diesel price as on the

first day of the respective quarter is found to be equal to or more than Rs.3/- per Litre as compared to the originally fixed base rate of Rs.84.98 per Litre of diesel, the cost implication on account of increase/decrease will be worked out and paid/deducted as applicable.

- 14.4. Example: If the diesel price as on the first day in a quarter is increased by Rs.4 than the base rate of Rs.84.98 per Litre fixed in the contract, additional payment over and above the accepted monthly hire charge, will be made to the contractor as per the formula given below:-

$$\begin{array}{l} \text{Additional payment} \\ \text{on account of } \quad \quad \quad \} = \frac{\text{Rs.4 X Total kilometers run in the month}}{\text{increase in diesel } \quad \quad \quad \} \quad 16 \text{ (ie. Mileage of vehicle fixed in Kilometers per litre)}} \\ \text{Price} \quad \quad \quad \} \end{array}$$

- 14.5. Example: If the diesel price as on the first day in a quarter is decreased by Rs.5 as compared to the base rate of Rs.84.98 per Litre fixed in the contract, recovery will be made from the accepted monthly hire charge of each monthly bill of that quarter as per the formula given below:-

$$\begin{array}{l} \text{Recovery on} \quad \quad \quad \} \\ \text{account of} \quad \quad \quad \} = \frac{\text{Rs.5 X Total kilometers run in the month}}{\text{decrease in diesel } \quad \quad \quad \} \quad 16 \text{ (ie. Mileage of vehicle fixed in Kilometers per litre)}} \\ \text{Price} \quad \quad \quad \} \end{array}$$

- 14.6. The base rate for working out the variation in diesel price will be “Rs. 84.98 per Litre” during the entire contract period. If the variation in diesel price on the first day in a quarter is less than Rs.3/- as compared to the above base rate, no additional payment/recovery would be applicable on account of variation in diesel price during that quarter.

15. DRIVERS ENGAGED BY THE CONTRACTOR:-

- 15.1. Drivers acceptable to Cochin Port Trust only shall be deployed to operate the vehicle covered under this agreement. The drivers, apart from being technically competent, medically fit and should be very polite to the travelling Officers and authorized personnel, and reasonably smart. The driver of the vehicle should be provided with clean and white uniform. He should be provided with mobile phone, charges of which shall be borne by the contractor.
- 15.2. They should be willing to oblige to the instant instructions/directions given by Cochin Port Trust's Officials. If Cochin Port Trust so desires to change a particular driver, due to any reason, he should be replaced with another acceptable driver within 24 hours. The decision of Cochin Port Trust in this regard shall be final and binding on the contractor.
- 15.3. The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All disputes or differences between the contractor and his/their employees shall be settled by him/them. The contractor

shall maintain proper records / registers as necessary as per rules and submit them at the end of each month and at the time of completion of the job as required by the Contract Labour Regulation and Abolition Act, 1970.

15.4. Drivers deployed shall abide by all the statutory requirements/rules and regulations of Motor Vehicle Act.

15.5. If for any reason whatsoever, the driver does not report to Cochin Port Trust at the prescribed time and place in any day in accordance with Cochin Port Trust's instructions, the contractor shall be liable to pay Rs.200/- (Rupees two hundred only) per hour as penalty to Cochin Port Trust. If such incidence of irresponsible behavior of any driver deployed by the contractor for operation of the vehicles under this contract is reported, or if any driver is found to be misbehaving or non-cooperative with Cochin Port Trust's Officers, such drivers will not be allowed to drive the vehicle and the contractor has to replace such drivers, immediately/at short notice. Under no circumstances the driver of the vehicle, when used by Cochin Port Trust, shall transport anybody else other than the individuals authorized by Cochin Port Trust.

16. **PAYMENT TERMS:-**

16.1. Invoice shall be submitted in duplicate on monthly basis to the respective departments of Cochin Port where the vehicle is deployed. The invoice shall be accompanied by the original log sheets of the vehicle(s) for the corresponding month duly certified by the authorized official of the concerned department of Cochin Port Trust.

16.2. Details of extra payments claimed on account of extra kilometers and extra hours of deployment of vehicle, if applicable in the month should be separately shown in the invoice.

16.3. Payment will be made by Cochin Port Trust within 30 days from the date of submission of invoice and all other documents, clear in all respects.

16.4. Deductions, if any applicable as per the terms of the contracts will be made by Cochin Port Trust while releasing the payment to the contractor.

16.5. Extra Payment beyond anticipated monthly usage:

If the vehicles under **“12 hrs. usage category (8 AM to 8 PM)”**, is utilized by Cochin Port Trust beyond 1000 kilometers in a month (specified anticipated average usage per month for 12 hrs. Category Vehicle.), extra payment will be made by Cochin Port Trust for the additional Kilometers beyond 1000 kilometers at the rate of Rs.12/- per kilometer. (eg. If the vehicle usage in the month was 1200 kilometers, the contractor will be entitled to get additional payment of Rs.2,400/- for that month)

16.6. Payment on extra hours :

If the vehicles under **“12 hrs. usage category (8 AM to 8 PM)”**, is utilized by

Cochin Port Trust over and above the above specified 12 hours in a day, additional payment will be made by Cochin Port Trust for the additional hours of deployment on proportionate basis of the hire charges per day accepted by Cochin Port Trust for 12 hrs. usage category vehicles.

- 16.7. Re-imbursement of parking charges will be paid by Cochin Port Trust on production of original receipts along with the bills duly certified by the officer travelling in the vehicle. The vehicle should be provided with Fast Tag at the cost of the contractor.

17. TAXES & DUTIES:-

- 17.1. The Contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Work. The Contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. The contractor is also bound to pay any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties.

- 17.2. GST applicable as per law can be billed on the Port Trust, which will be paid to the Contractor by Cochin Port Trust along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected.

- 17.3. The following are also to be considered while claiming payment towards GST:

- i. Invoice in specific format should be provided by the Contractor for every payment.
- ii. GST Registration Number of Cochin Port Trust and the Contractor is to be clearly mentioned with all the bills.
- iii. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.

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

- 17.5. While releasing payment, applicable deductions from the bills will be made by Cochin Port Trust towards statutory taxes as per the rules, prevailing in force at the time of payment.

18. TERMINATION OF CONTRACT :

- 18.1. Cochin Port Trust reserves the right to terminate the contract, if the contractor fails to supply vehicles within the period(s) specified in the contract or any extension thereof granted by Cochin Port Trust.

- 18.2. Cochin Port Trust reserves the right to terminate the contract by giving 45 (forty-five days' notice to the Contractor, in case of a breach of agreement.
- 18.3. Cochin Port Trust reserves the right to terminate the contract by giving 45 (forty-five) days' notice to the Contractor, If the contractor, in the judgment of Cochin Port Trust, has engaged in fraud and corruption, in competing for or in executing the contract.
- 18.4. The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.
- 18.5. During the tenure of the contract, if any unsatisfactory service including continuous breakdown happens repeatedly and the Contractor fails to provide alternate vehicle in the specified time i.e., more than thrice in a month, Cochin Port Trust reserves the right to terminate the contract by giving 45 (forty-five) days' notice to the contractor and to operate the contract for the balance period through other agencies at the risk and cost of the contractor. The Security Deposit will be forfeited on termination of contract on the default of the contractor.
- 18.6. Cochin Port Trust reserves the right to terminate the contract without assigning any reason by giving 45 days notice in writing by fax / Registered post to the Contractor.

19. FORCE MAJEURE :

- 19.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.
- 19.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Party claiming to be affected thereby, (the "Affected Party"), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 19.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 19.4. Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

- 19.5. The decision of the Employer, shall be final and binding in this regard.
- 19.6. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favour.
- 19.7. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20. SETTLEMENT OF DISPUTE & ARBITRATION:-

“Settlement of Disputes through Conciliation

- 20.1. In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.”
- 20.2. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 20.3. The venue of the arbitration shall be at Cochin. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by the parties.
21. GOVERNING LAW: The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.

22. PERFORMANCE SECURITY/SECURITY DEPOSIT :-

- 22.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LOA), to guarantee fulfilment of performance and the obligations of the contract, in any one of the following forms:-
- (i) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Trust;

- (ii) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of Section II of tender document, from a Commercial Bank;
- (iii) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 15 of Notice Inviting Tender.

- 22.2. The value of Security Deposit shall be equivalent to 3% of the total contract value for one year rounded-off to the nearest Rs.1000/-.
- 22.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.
- 22.4. Cochin Port Trust is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 22.5. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.
- 22.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the wilful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Trust, for a period of two years from the date of such suspension.

23. EXECUTION OF AGREEMENT:-

Upon the receipt of letter intimating award of the Contract (Letter of Acceptance/LOA), the Contractor shall prepare two sets (one original & one duplicate) of the Agreement as per the format attached in the Tender Document, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Trust duly executed on Kerala stamp paper of appropriate value within 21 days from the date of receipt of LOA. Original of the agreement will be retained by the Cochin Port Trust and the duplicate will be returned to the Contractor after the signature of the Chief Mechanical Engineer.

24. LIQUIDATED DAMAGES :

- 24.1. Except as provided under GCC Clause 19 (Force Majeure) and Clause 25 (Extension of date of commencement of contract), if the Contractor fails to commence the service of the offered vehicles in all respects within 15 days from the date of issuance of Letter of

Acceptance (LOA) by the Employer as specified in the contract, the Contractor shall be liable to pay to the Cochin Port Trust as liquidated damages, a sum equivalent to 0.5% of the total contract value for one year, per week of delay subject to a maximum of 10% of the total contract value for one year.

24.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in commencement of service of the vehicles nor prevent the recovery of the said liquidated damages, unless an Extension of date of commencement of contract shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid/ recovered as above shall not relieve the Contractor from the obligation to commence the services of the vehicles or from other obligations and liabilities under the contract. In such events as when the Contractor is unable to commence the service of the vehicles for the reasons not attributable to him, he shall apply for grant of extension of date for commencement of contract immediately not later than 48 hours of such occurrence of event and the Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Cochin Port Trust.

25. EXTENSION OF DATE OF COMMENCEMENT OF CONTRACT:-

25.1. If at any time during performance of the contract, the contractor encounter conditions impeding timely commencement of service of the vehicles, pursuant to Clause 3 (Date of Commencement of Contract), the contractor shall promptly notify the employer in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

25.2. Except in case of force majeure, as provided under Clause 19, a delay by the contractor in commencement of service of vehicles shall render the contractor liable to the imposition of liquidated damages pursuant to Clause 24 (Liquidated Damages) of General Conditions of Contract, unless an extension of time is agreed upon, pursuant to this clause.

26. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

27. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.

28. EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE :

No official or employee of the Board shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

29. NO CLAIM CERTIFICATE: No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after submission of 'No Claim Certificate' in the form as per the format enclosed as Annexure-B.

SECTION –II
COCHIN PORT TRUST
3. FORM OF SECURITIES

Sl. No.	Annexure	Description	Page No.
1	A	Proforma of Bank Guarantee for Performance Guarantee / Security Deposit	57
2	B	Format of No Claim Certificate	60

SECTION II

Annexure –A

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

(To be executed on non-judicial Stamp Paper of appropriate value)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Trustees of the Port of ***[insert name of Port]*** incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of ***[insert name of Port]***, its successors and assigns) having agreed to exempt _____ (hereinafter called the “Contractor”)

(Name of the Contractor/s)
from the demand under the terms and conditions of the Contract, vide _____ ‘s letter No. _____

(Name of the Department)
date _____ made between the Contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank _____ and _____ Address) _____

_____ (hereinafter referred to as “the Bank”) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, _____, _____, do hereby
(Name of Bank) (Name of Branch)
undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____ (Name of Bank and Branch) _____, undertake to pay to the

Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____(Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board
(Name of Bank and Branch)

that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in *[insert city]* would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

b) this Bank Guarantee shall be valid upto ____*_____; and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

NO CLAIM CERTIFICATE

(On Company Letterhead)
To,
(Contract Executing Officer)
Cochin Port Trust

Sub: **Contract Agreement No ----- dated -----for -----**

We have received the sum of Rs. (Rupees
_____ only) in full and final settlement of all the
payments due from Cochin Port Trust for ----- under the abovementioned
contract agreement, between us and Cochin Port Trust. We hereby unconditionally, and
without any reservation whatsoever, certify that with this payment, we shall have no claim,
whatsoever of any description, on any account, against Cochin Port Trust, against aforesaid
Contract Agreement executed by us.

Yours faithfully,

Signatures of Contractor or
Officer authorized to sign the Contract Documents
On behalf of the Contractor
(Company Stamp)

Date:
Place:

SECTION –III

COCHIN PORT TRUST

SCOPE OF WORK & TECHNICAL SPECIFICATION

A.SCOPE OF WORK:-

Scope of work of this contract is to provide and operate diesel Cars with driver and fuel on hire basis for various Departments of Cochin Port Trust for a period of three years as per the approximate number of vehicles shown in this documents subject to the terms and conditions mentioned in this Tender Document.

Cochin Port Trust reserves the absolute right to increase/ decrease the number of Cars before entering into the contract or during the tenure of the contract by giving two weeks prior notice.

Cars under this contract are to be operated in two different time schedules as indicated below for three years from the date of commencement of the contract:-

Sl. No.	Category	Anticipated number of vehicles required (Tentative)
1	12 hour usage (8 AM to 8 PM, all days including Sundays & Cochin Port Holidays)	10 Nos.
2	12 hours usage (8 AM to 8 PM), (deployment on Sundays & Cochin Port Holidays shall be as per the requirement of CoPT which will be intimated in advance).	2 Nos.
2	24 hour usage (required on all days including Sundays and Cochin Port Holidays)	2 Nos.

B. TECHNICAL SPECIFICATION:-

Sl. No.	Specification/Parameter	Requirement	Remarks
1	Vehicle Type	SEDAN	
2	Year of manufacture & registration	On or after 01-01-2019	
3	Air Conditioning Requirement	Should be A/C	
4	Anticipated average usage PER MONTH for 12 hrs. Category Vehicle.	1,000 kilometers	12 Hours means (8 AM to 8 PM)
5	Anticipated usage PER MONTH for 24 hrs. Category Vehicle.	2,000 kilometers	
6	Separation between front row and rear row of seats	A transparent separation preferably detachable (zip or welcro type) shall be provided between front row and rear row of seats	

1. All vehicles deployed for operation under this contract shall have manufactured and registered on or after 01-01-2019. Documentary evidence along with physical evidence shall be mandatory for the above. The successful contractor shall submit copies of RC book, insurance/Tax document, Pollution under Control Certificate for each vehicle, license of drivers, along with originals for verification before commencement of the contract.
2. Deployment on Normal working days and usage on Sundays and Holidays : The vehicles have to be operated on all days including Sundays and Holidays throughout the contract period.
3. Variation in quantity:- The quantities mentioned in the Tender Document are tentative and estimated considering the present requirement. Cochin Port Trust reserves the right to decrease/increase the required number of vehicles at the time of awarding the contract or during the tenure of the contract by giving two weeks prior notice, as per the same rate and terms and conditions. Hence the quantity of vehicle indicated in the tender document shall not be taken as Cochin Port Trust's firm commitment.
4. The vehicles under this contract shall be clean and in good operating condition always and are to be maintained to the satisfaction of the Cochin Port Trust. The contractor has to arrange daily cleaning and washing of the vehicles, at his cost to ensure that the vehicles are clean and tidy at all times. Cochin Port Trust reserves the right to inspect and grant or reject permission for use of vehicles before the commencement of its operation.
5. LOG BOOK:-

The contractor should maintain Log Book in the prescribed format, and any other records, as per the directions of Cochin Port Trust. It is the responsibility of the drivers to get the necessary endorsement in the Log Book from the authorized officials of Cochin Port Trust on daily basis. At the end of each day the driver shall ensure that the log entry is signed by the concerned official of Cochin Port Trust.

For the vehicles being deployed on round-the-clock basis, the drivers should enter the readings at the end of each 24 hrs.

Original Log Sheet duly signed by the authorized representative shall be submitted along with the monthly bill for processing of payment.

6. Driver posted by the Contractor shall check and inspect and ensure the vehicle is in good operating condition, and the same shall be entered in the book provided in each vehicle. Any problem found during the operation of the vehicle shall be communicated immediately to the contractor's supervisor/contractor. Problem found shall also be entered in the book. Contractor shall arrange to rectify the problem on immediate basis. Contractor's supervisor/contractor shall apprise the official concerned in each Department in person at the beginning of duty regarding the problem found and the action taken. If the Drivers are working in shifts, handing over and taking over the duty in each shift shall sign the book without fail.
7. The contractor should be prepared to put into service additional vehicles if required by Cochin Port Trust during the contract period at the same agreed rates and terms & conditions of this contract. Such additional vehicle shall satisfy the technical specification given in this tender document. Additional vehicle(s), if required by CoPT shall be provided within two weeks from the date of receipt of notice from Cochin Port Trust.

SECTION –IV
COCHIN PORT TRUST
SCHEDULE-II
BILL OF QUANTITIES

Tender No. D/ICE/T-04/Taxi Hire(Diesel)/2021-M

20. Tender for *“Operation of Diesel Taxi Cars for three years on hire basis for Cochin Port Trust ”*

Attached in Price Bid