

COCHIN PORT AUTHORITY

Tele:91-0484 -2666412/0484-258-2100

Telefax:91-0484-2666412

E-mail: secretary@cochinport.gov.in

Website: www.cochinport.gov.in

TENDER DOCUMENT FOR SUPPLY OF SECURITY PERSONNEL

(e-Tendering Mode)

Website: GeM

Tender No. A10/TENDER/1/MANPOWER/2024-S Dated : 18-09-2024

**COCHIN PORT AUTHORITY,
GENERAL ADMINISTRATION DEPARTMENT,
COCHIN - 682 009.**

COCHIN PORT AUTHORITY
GENERAL ADMINISTRATION DEPARTMENT

Tender No: A10/TENDER/1/MANPOWER/2024-S
Dated : 18-09-2024

TENDER FOR SUPPLY OF SECURITY PERSONNEL

CONTENTS

S. No.	Items	Page Nos.
1	Tender Notice	3 – 4
2	Instruction to Tenderers	5-6
3	Minimum Qualification Criteria	7-10
4	General Terms & Conditions of Contract	11 - 13
5	Special Terms & Conditions of Contract	14 - 28
6	Schedule - A	29
7	Schedule – B	30
8	Schedule – C	31-32
9	Schedule – D	33
10	Annexure – I	34
11	Contract Agreement Form	35 – 36
12	Price Bid and Locations	37

COCHIN PORT AUTHORITY

Office of the Secretary,
Cochin Port Authority
W/Island, Cochin – 682009, KERALA
Tele: 91-0484-2666412/0484-258-2100
e-mail : secretary@cochinport.gov.in
website: www.cochinport.gov.in

Tender No. A10/TENDER/1/MANPOWER/2024-S

Date : 18-09-2024.

Tender Notice

1. INTRODUCTION OF SERVICE

- 1.1 Electronic tenders (e-tenders) through GeM in two stage bidding (Technical Bid & Price Bid) are invited for **“SUPPLY OF SECURITY PERSONNEL”** for security work in Cochin Port Authority, for a period of one year and likely to be extended for another one year on the same terms and conditions, at the discretion of CoPA and based on the Performance of the Service Vendor.
- 1.2 Tenders will be received **up to 10:00 hrs on 17-10-2024** and the Technical Bid/Stage I of the bid will be opened by the Secretary, **Cochin Port Authority** or by his/her authorized agent at this office on **17-10-2024** at **11:00 hrs**.
- 1.3 All benefits applicable to Micro, Small & Medium Enterprises (MSME) as per Public Procurement Order 2012 shall be applicable for this tender.
- 1.4 Bidders shall comply with the Minimum Qualification Criteria specified in the ‘Instructions to Tenders’.
- 1.5 Security Deposit: The successful tenderer shall furnish security Deposit @ 10% of his price bid amount in the manner provided in clause 4.8
- 1.6 Unless Security Deposit is furnished within the period as specified at clause 4.8 or such extension of that period as may be permitted by the Officer in writing, action will be initiated as per Clause No.4.8 (ii).
- 1.7 Security Deposit will be released / refunded to the Contractor not later than 30 days from the date of successful completion of the service period, after adjusting dues, if any.
- 1.8 Tenders that do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect are liable for rejection.
- 1.9 Canvassing in connection with tender is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 1.10 The tenderer shall specify the PAN No. allotted to him to ascertain his liability to the Income Tax Department.
- 1.11 The tenderer shall furnish/upload documentary evidence in support of Goods & Service Tax (GST) Registration.
 - 1.11.1 The tenderer should keep open the validity of the tender for 90 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 90 days for which request in

writing/ telefax/e-mail by the Cochin Port Authority before the expiry of the original validity would be sufficient intimation. The receipt of the intimation of the Cochin Port Authority should be acknowledged. The tenderer will have an option to refuse the request, without forfeiture of EMD conditions. However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

1.11.2 Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender, EMD will be forfeited as stated in 2.3.3

Taxes and Duties:

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

1.13 GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Authority, which will be paid to the Contractor by the Cochin Port Authority along with the bills, for which the Contractor holds valid GST Registration number and the GST being collected. The following are also to be considered while claiming payment towards GST:

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

1.14 The Tender Notice, Instructions to tenderers, General and Special conditions shall form part of the Contract.

1. INSTRUCTIONS TO TENDERERS

- 2.1 Electronic tenders (e-tenders) through GeM in two stage bidding (Technical Bid & Price Bid) are invited for “SUPPLY OF SECURITY PERSONNEL” for security work in Cochin Port Authority, for a period of one year from the date of commencement of service and the work is likely to be extended for another one year on the same terms and conditions, at the discretion of CoPA and based on the performance of the service provider.
- 2.2 Tenders should be submitted in accordance with the Tender Notice, Instructions to Tenderers, General Terms & Conditions of Contract and Special Terms & Conditions of Contract as enumerated in this tender document. Tenderer shall make no change in the tender document. An undertaking that no changes have been made in the tender document downloaded as mentioned in Annexure I shall be submitted.
- 2.3 Earnest Money Deposit (**EMD**) : Each tender should be accompanied by an Earnest Money Deposit (EMD). The EMD for the bidders who wish to take part in tender for **supply of Security personnel** amounts to **Rs.4,15,952/-** . EMD exception is allowed to bidders having MSME certificate certified and inspected by any State / Central Government organization, subject to production of evidence as per rules. The Earnest Money can be deposited through Demand Draft or Banker's Cheque or Pay Order from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority. The original DD/Banker's Cheque/ Pay Order shall be submitted to the Secretary, Cochin Port Authority, Cochin – 9, before opening date and time of the tender. Scanned copy of the DD/ Banker's Cheque/ Pay Order shall be attached with the tender submitted “online”. The Earnest Money deposited will not carry any interest. EMD can also be remitted to Cochin Port Authority, through State Bank Collect/ NEFT/RTGS. Proof of such remittance shall be uploaded with the tender ‘online’. The Bank details are given below:

SB Collect: www.onlinesbi.com/icollecthome. NEFT/RTGS: Cochin Port Authority, State Bank of India, Cochin Port Trust Branch, Beneficiary- Cochin Port Authority, A/c No.10601197375, IFSC Code – SBIN0006367

- 2.3.1 The Earnest Money Deposit of unsuccessful tenderers other than 2nd lowest tenderer will be refunded on award of contract to the successful tenderer. The EMD of successful tenderer & the 2nd lowest tenderer will be refunded on submission of security deposit and execution of the agreement by the successful tenderer.
- 2.3.2 No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.
- 2.3.3 The EMD shall be forfeited under following circumstances:
- 2.3.3.1 In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity.
- 2.3.3.2 If the tenderer fails to furnish security deposit within the stipulated time,

upon award of contract or failing to enter into an agreement with Cochin Port Authority as required in the tender within the stipulated time or within such extended time granted by Cochin Port Authority, the tender shall be liable to be cancelled and EMD shall be forfeited.

2.3.3.3 Upon submission of Security Deposit and signing of Agreement by the successful tenderer, the Cochin Port Authority will notify each unsuccessful tenderer and will refund their EMD.

2.3.3.4 Or any other violation of the Tender Conditions.

2.4 Scanned copy of proof of remittance towards Earnest Money Deposit shall be uploaded in the e-tender portal GeM, failing which the bid will be rejected and will not be considered while opening of the Technical Bid.

2.5 Cochin Port Authority can award or discharge the tender at its discretion. Cochin Port Authority does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

2.6 If the contractor after the award of work, fails to furnish the required performance security or sign the contract, within the time limits specified in the tender, without prejudice to other rights of CoPA, the Cochin Port Authority may at its discretion, can award the tender to the next lowest quoted agency for the remaining period of the contract, provided that they agree to match the rate quoted by L1 bidder and further agrees to comply all other terms and conditions of the tender.

2.7 If the contractor after the award of work, fails to commence/execute the work within the time stipulated or if the Contract is terminated on the grounds of violation of the Terms & Conditions, the Cochin Port Authority may at its discretion can award the tender/contract to L2 bidder for the remaining period of contract, provided that L2 bidder agrees to match the L1 rate and to comply other terms and conditions in the tender.

2.8 The Contractor shall provide at his own cost separate transportation facility for movement of Security Supervisor for patrolling at various location of Cochin Port Authority.

3. BIDDERS WITH THE FOLLOWING MINIMUM QUALIFICATION CRITERIA SHALL ONLY PARTICIPATE:

3.1 The bidder should be a single legal entity, registered in India as a company under the Indian Companies Act or a Partnership firm registered under the Partnership Act of 1932 or a proprietorship firm in existence for the last 03 (Three) years as on 31.03.2024 performing in the field of manpower supply.

3.2 If the Bidder is a Company, they should upload self attested copy of the certificate of incorporation, Memorandum and Articles of Association of the Company. If the Bidder is a partnership firm they shall upload self attested copy of partnership deed along with GST registration certificate. If the bidder is a proprietorship concern they shall upload self attested copy of Banker's certificate and GST registration certificate. Such company, partnership firm or the proprietorship concern, as the case may be, shall have PSARA license and shall upload the same while submitting bid.

3.3 Copy of original work Order and completion certificate towards successful completion of similar services in Government organization / public sector undertaking during the last 07 (Seven) years ending on 31-03-2024 shall have to be submitted in respect of:

3.3.1 Three similar Services each costing not less than **Rs.83,19,027/-**

or

3.3.2 Two similar Services each costing not less than **Rs.1,03,98,784/-**

or

3.3.3 One similar Service costing not less than **Rs.1,66,38,055/-**.

16638055

(Estimated Cost for supply of Security personnel is **Rs.2,07,97,569/-**)

Explanatory notes:

- (a) Similar services means "Supply of Security personnel".
- (b) Copy of completion certificates issued by the concerned officer of the Government Organization/ PSU under whom the bidder has executed such contract shall be attached. The certificate shall contain, (i) Reference Number and date of Work Order, (ii) date of commencement of Contract, (iii) contract amount & (iv) date of completion of the contract.
- (c) In the case of ongoing contract as on 31.03.2024 a certificate indicating the (i) Reference Number and date of Work Order (ii) date of commencement of Contract (iii) contract amount (iv) Percentage of the Contract/work completed as on 31.03.2024 (v) the amount released against the contract upto 31.03.2024 & (vi) date of actual completion of contract, shall be submitted.
- (d) Following enhancement factors will be used for the costs of contract executed by the contractor for bringing the financial figures to a common base value in respect of the works completed in the past years.

Year before	Multiplying factor
One year	1.07
Two years	1.14

Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

Financial Turnover:

- 3.4 Average Annual Turnover of the tenderer during the last three financial years ending 31st March 2024 shall not be less than 30% of the Estimated Cost.
- 3.5 In proof thereof, Audited Annual Accounts Statements or IT returns duly acknowledged by the Income Tax department along with computation statement signed by the Auditor/ Chartered Accountant, for the last three years shall be produced by the tenderer. Self attested Audited annual accounts (Balance Sheet and P & L Stmt.) for the year 2021-22; 2022-23; 2023-24 or Provisional Balance sheet and P&L account duly certified by a practicing Chartered Accountant if audit is in progress, shall be submitted as per Schedule B.
- 3.6 Tenderer shall submit all documents as specified at Schedule A of the tender Document, failing which the tender is liable to be rejected.
- 3.7 Validity of Tender: - The validity of tender shall be as per clause No.1.11.1
- 3.8 Amendment of Tender Document: At any time prior to the deadline for the submission of Tenders, Cochin Port Authority, for any reason, whether at its own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment. Any amendments issued will be hosted in the Cochin Port Authority website/ GeM portal/ CPP website at least 5 days prior to the last date specified for submission of the tender. Tenderers shall be obliged to verify if any such amendment/modifications have been issued in CoPA website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications, if any, are made, the same shall be binding on the tenderer.
- 3.9 The Cochin Port Authority may at their discretion re-schedule the deadline for the submission of tenders by notification in the Cochin Port Authority website/GeM Portal/ CPP website to enable prospective tenderer to take the amendment into account while preparing the tender.
- 3.10 The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents shall result in the rejection of Tender.
- 3.11 The Tenderer who signs the tender document should be and is to be authorized on behalf of the Partnership Firm or company as the case may be to enter into and take all the steps required to be taken in this Tender, including in particular, signing and issuing of all the related documents including Contract Agreement (Form 1). Certified copy of the Board resolution (in case of company), Power of attorney by all the partners (in case of partnership firm) or such other documents as may be necessary in this regard, is required to be submitted/uploaded in the website as part of the Tender. In case of Proprietorship concern, an undertaking by the proprietor who has signed the tender document shall be submitted. If it is submitted by Attorney of Proprietor, a power of attorney shall be submitted online.
- 3.12 The tenderer should not submit their offer with any conditions/counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.

- 3.13 All the documents submitted should be indexed and page numbered.
- 3.14 The tenderer shall visit the site of work in order to acquaint himself with the conditions of the site, the locality and its environment.
- 3.15 The submission of a tender by tenderer implies that he has read this instruction, notice, the General and Special Terms and Conditions of Contract, other documents forming part of tender document and any amendments thereto and has made himself aware of the scope and specifications and other factors bearing on the tender. The principle of caveat emptor (let the buyer be aware) will apply.
- 3.16 Submission of Tender:
Original DDs/ Bankers' Cheque/Pay Order has to reach office of the Secretary, Cochin Port Authority, on or before the date and time fixed for opening of Stage I of the bid. Tenders which do not satisfy this condition will be rejected.
- 3.17 The bids should be uploaded in electronic form only through GeM portal. The tender document should be submitted as two separate files in the GeM Portal; one file consisting of following documents:
- a. Tender documents duly filled (except price schedule), signed and stamped on all pages.
 - b. Copy of proof of legal entity as prescribed in 3.2
 - c. PSARA license for Manpower supply for Security Service.
 - d. Copies of profit and loss statement, balance sheets and auditor's report / annual report for the past 3 years ending 31st March 2024.
 - e. Copies of GST registration certificate etc.
 - f. Copies of EPF / ESI registration certificates.
 - g. Duly executed Resolution, Power of Attorney, Undertaking as provided in 3.11, depending on the nature of legal entity, in favour of person authorized to sign the tender document etc.
 - h. Copy of the License for manpower supply as per applicable laws.
 - i. Copy of PAN & TAN
 - j. Schedules A, B, C & D, Annexure I and Annexure II duly filled and signed.
 - k. Copy of the work Order and Certificate of satisfactory completion of work from the government organization / PSU as mentioned at clause 3.3 as the case may be.
- 3.18 The Bidder has provision to submit the price bid for supply of security personnel online in GeM portal.
- 3.19 The tenderers are required to submit the Price Bid in 'e-tender' mode only on GeM portal before the due date and time fixed for opening of the same.
- 3.20 Disclosure / indication of the Price(s) elsewhere shall make the Tender disqualified and will be rejected.
- 3.21 Corrections should be duly attested by the signature(s) of the tenderer(s) with date.
- 3.22 Cochin Port Authority will not provide any forms for getting any exemptions from payment of duties and taxes.

Opening of Tenders:

- 3.23 Stage 1 of the bid will be opened at 11:00 hrs on 17-10-2024 in the e- tender portal GeM. Tenderers can witness the tender opening by logging into the e-tender portal at the date and time fixed for tender opening.
- 3.24 Price Bid of those tenderers who are found qualified after evaluation of MQC will be opened "online". Date and time of opening of price- bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging into the e-tender portal at the date and time intimated for opening of Price Bid.
- 3.25 Determination of Responsiveness: The tender which does not satisfy the MQC shall summarily be rejected and will not be considered for further evaluation. The Port Authority will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. Also, a tender that, in relation to the cost estimate of the Port Authority, is seriously unbalanced may be rejected as non-responsive.
- 3.26 Canvassing in connection with the tender is strictly prohibited and the tenders submitted by those who resort to canvassing, will be liable for rejection.
- 3.27 Tenders which do not fulfill all or any of the conditions stated in this document or which contain any other condition of any sort including conditional rebates or are incomplete in any respect are liable for rejection.
- 3.28 Evaluation and comparison of tenders: Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding.
- 3.29 Acceptance of Tender: Cochin Port Authority does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.
- 3.30 Language of the tender: The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Authority shall be in English language. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.
- 3.31 Bidding Process: - The Price bid shall be uploaded online in GeM portal. Price bid shall be one man one shift basis on the base rate of Rs.948.54 and Rs.1034.54 for Security Guard & Security Supervisor respectively. The tenderer shall quote percentage (%) through GeM on the Service Charge on the Estimated Cost as per base rate specified in Annexure - III.

Summary of Time Schedule:

Issue of Tender Document	18-09-2024 to 23:59 Hrs on 16-10-2024
Last Date of Submission	10:00 Hrs. on 17-10-2024
Stage 1 Opening Date	11:00 Hrs. on 17-10-2024
Price Bid Opening Date	10:00 Hrs. on 28-10-2024

SIGNATURE OF TENDERER
Page 10 of 37

4 GENERAL TERMS & CONDITIONS OF CONTRACT

4.1 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:

4.1.1 "Employer/Cochin Port Authority /CoPA" means Board of Major Port Authority of Cochin Port, a body corporate under the Major Port Authorities Act, 2021, acting through its representatives authorized by the Competent Authority. As the Ministry of Ports, Shipping & Waterways has notified Major Port Authorities Act, 2021, further proceedings of this tender issued by Cochin Port Authority shall be continued under the Board of Major Port Authority for Cochin Port as notified under the Major Ports Authority Act, 2021.

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

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

4.1.4 "Contractor/Supplier" means the person or persons, firm or company whose tender has been accepted by the Cochin Port Authority and includes his servants, agents and workers, personal representatives, successors and permitted assigns.

4.1.5 "Contract" means and includes Tender Documents, instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Schedules, Annexure etc., any amendments thereto, Letter of Acceptance and the Contract Agreement.

4.1.6 Tender means the offer of the contractor along with tender document and all other relevant documents as referred to in the contract.

4.2 This Tender shall be governed by provisions of the Major Port Authorities Act, 2021, and all statutes & directives issued by the Government of India from time to time.

4.3 Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Authority under any circumstances.

4.4 Contractor to inform himself fully: The contractor shall be deemed to have carefully examined the general and special conditions of contract, and tender document and understood himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the contract and satisfy himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.

4.5 Notification of Award :- Prior to expiry of tender validity or extended validity, the Cochin Port Authority shall notify the successful tenderer, in writing, that his tender has been accepted. Until a formal contract is prepared and executed, the notification of award and tender document shall constitute a binding contract.

4.6 Contract Agreement : The successful tenderer will be required to execute an agreement at his expense on Kerala Stamp Paper of appropriate value in the format "FORM I – FORM OF CONTRACT AGREEMENT" for the due and proper fulfillment of the contract, within 30 days from the date of issue of Letter of Acceptance. Pending preparation and execution of the contract agreement as above, the tender submitted by the contractor together with Letter of Acceptance/Work Order issued by CoPA accepting the tender shall constitute a binding contract

between Cochin Port Authority and the Contractor.

4.7 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Port Authority, failing/refusing to execute the agreement as provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, the Port shall have full right to claim damages thereof either together with or in addition to the action as detailed at Clause No.2.3.3.

4.8 Security Deposit: The successful tenderer will be required to furnish non interest bearable Security Deposit @ 10% of the price tendered by him not later than 15 days from the date of receipt of work order in one of the following forms :-

i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank/Nationalized bank in favour of FA&CAO,CoPA or through NEFT/RTGS to the bank account - NEFT/RTGS: Cochin Port Authority, State Bank of India, Cochin Port Trust Branch, Beneficiary- Cochin Port Authority, A/c No.41401802288, IFSC Code – SBIN0006367 An irrevocable Bank Guarantee(BG) in favour of FA&CAO, CoPA, in a stamp paper of appropriate value enforceable and encashable at Cochin, drawn from any Scheduled Bank operating in India. The Bank Guarantee furnished towards the security deposit shall be valid up to the completion of the guarantee period of one year and shall have a claim period of three months after successful completion of guarantee period. In case of extension of period, Bank Guarantee has to be extended for a further period as required by Cochin Port Authority to cover the extended period with claim period of three months. Any expenditure in this regard will be borne by the contractor.

ii) If the contractor fails to perform or observe any of the conditions of contract, Port Authority will be at liberty to deduct any amount due to Port Authority under this contract from Security Deposit/any sums of money due or that may become due to the Contractor or CoPA can encash the Bank Guarantee. This is without prejudice to the rights of the Port Authority under the terms and conditions of this Contract.

4.9 Liability towards Income Tax, any other statutory taxes, as per the rules/ directions of the concerned Departments, prevailing in force at the time of operation of the service will be discharged by the successful tenderer directly to such authorities. The successful tenderer shall avail the necessary registration before statutory authorities for this purpose.

4.10 Suspension of Service: If any of the following events shall have happened and /or is continuing, Cochin Port Authority may, bywritten notice to the Contractor, suspend the service:

4.10.1 Violation of any of the conditions mentioned in the Agreement for the performance of this contract shall have occurred on the part of the Contractor or the persons acting on his behalf or any of his employees.

4.10.2 Any condition which makes it unable for either party by reason of "Force Majeure" as referred below, for successful performance of the contract.

4.11 Cochin Port Authority shall be empowered to revoke the suspension of service as and when it feels that the normal operations can be resumed.

4.12 Termination of Contract: The Contract shall be terminated under following circumstances:

4.12.1 Any of the grounds for suspension of service continuing for a period of two weeks after Cochin Port Authority has given thewritten notice of suspension to the Contractor.

4.12.2 If the contractor, in the judgment of the Cochin Port Authority, has engaged in fraud and corruption, in competing for or in executing the contract.

4.12.3 Violation of any of the conditions of the contract by the Contractor or the persons acting on his behalf or any of his employees.

In such cases the security deposit will be forfeited and further action deemed fit will be initiated against the Contractor.

4.13 The Contractor has the right to terminate this contract on his own by giving 30 days written notice to the management after approval of his request for termination.

4.14 Notwithstanding anything contained in any of the clauses herein, Cochin Port Authority reserves the right to terminate this Agreement without assigning any reason by giving 30 days notice in writing to the Contractor without payment of compensation in any manner whatsoever. Cochin Port Authority shall also be at liberty to terminate this Agreement forthwith without any notice to the Contractor or payment or in lieu thereof, if, on account of any statute or order or rule or regulation or award, judgment or decision, Cochin Port Authority is required not to have the aforesaid services as provided under this Agreement.

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

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

4.17 All statutory approvals are in the contractor's scope and obligation. The Contractor shall indemnify Cochin Port Authority for any sum, cost or compensation that Cochin Port may bear in consequence of the breach of the contractor to comply it.

4.18 Contractor shall comply with statutory obligations of State and Central Government, wherever applicable.

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

4.20 Dispute or difference on any matter whatsoever, pertaining to the tender conditions shall not be raised by the contractor after submission of this Tender.

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

SIGNATURE OF TENDERER

5 SPECIAL TERMS & CONDITIONS OF CONTRACT

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

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

- 5.1.10 To prevent at the first instance and inquire into theft, pilferage, fire, disobedience, indiscipline, unauthorized activities and all other objectionable activities in CoPA's premises and report the same to the authorized officer of the CoPA and to lodge the complaints to police authorities, if so desired by the CoPA.
- 5.1.11 To provide necessary law and order / crowd control, assistance to CoPA in case of fire, explosion etc. in the CoPA's premises or on any other occasion as may be directed by the CoPA.
- 5.1.12 To provide escorts to the Management executives, Officers and Staff and important visitors of the CoPA as and when asked for by the CoPA.
- 5.1.13 The authorized person of the Contractor or Contractor's senior officers should carry out regular inspection or when asked to ensure effective services by the security staff deployed by the Contractor in the CoPA's premises.
- 5.1.14 To keep confidential all knowledge gained by the Security staff by virtue of their duties with the CoPA and not share the knowledge with anyone else without the permission of officer incharge designated in CoPA.

5.2 Deployment of manpower

5.2.1 The Contractor shall arrange the security personnel and provide manpower as per requirement of Cochin Port Authority and provide required facilities to the security personnel. The manpower requirement mentioned below is indicative. CoPA can increase/decrease number of Security Personnel/ as per requirement by giving sufficient notice to the Contractor. The Contractor shall deploy security personnel as advised by Officer-in-Charge. CoPA can increase/decrease the number of security personnel as per requirement by giving 7 days notice to the Contractor. The Contractor shall be ready to supply additional manpower, if required, even on short notice of 3 days.

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

S.No.	Category	Manpower Required
1.	Security Supervisor	3
2.	Security Guards	49

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

5.2.4 QUALITIES/ SPECIFICATIONS REQUIRED FOR SECURITY GUARDS

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

5.3 DISCIPLINE OF SECURITY PERSONNEL

5.3.1 The Supervisor shall supervise the entire security related activities in the compound and also supervise the activities of the Security Guards in the Shift. The Security Guard has to maintain his presence on Main Gate / Reception as the security checkpoint.

The Security Guard should prevent any kind of damage to property and personnel. He shall greet visitors pleasantly.

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

5.3.3 Security personnel should not bring/use prohibited items like, Camera, mobile phones, Gutkha, Tobacco, Pan-masala, Cigarettes, Bidi, Match

boxes, lighters or any inflammable items while on duty at the Port area.

- 5.3.4 Security personnel should not carry weapons, knife, cutters, sharp edged items etc., while at duty.
- 5.3.5 Security personnel shall not be allowed to carry Laptop, CDs, Pendrives, spying gadgets etc. during their tour of duty.
- 5.3.6 Sleeping while on duty is a serious offence and is liable for penalty.
- 5.3.7 Security personnel should not be intoxicated while coming for duty. Any Security personnel found intoxicated shall not be allowed to perform duty and Contractor shall provide immediate replacement.
- 5.3.8 Security personnel should follow necessary access control checks while entering the Terminal. Any personnel not cooperating in security checks shall be treated as a case of gross indiscipline and his pass shall be taken immediately.
- 5.3.9 Security personnel shall take orders from Officer-in-Charge/ designated for the purpose. Any violation in this regards shall attract penalty/Disciplinary action.
- 5.3.10 Security personnel should be a Non-smoker.
- 5.3.11 Violation of any safety and security procedures is a serious offence and liable for disciplinary action.
- 5.3.12 Non-Compliance to the above shall be taken as indiscipline and shall attract penalty as per the penalty clauses of the Contract.

5.4 RESPONSIBILITIES OF CONTRACTOR

- 5.4.1 The Contractor shall provide Ex-servicemen from Army/Navy/Air Force/Paramilitary forces like BSF/CRPF/CISF/ASSAM RIFLES. He shall submit relevant documents like Discharge book, PPO, Ex-servicemen ID card, Police verification, Medical Insurance, WC Policy, Medical Reports and other related documents in original, in support of the status/ suitability for work assigned.
- 5.4.2 The Contractor shall ensure to obtain Home town police verification and shall ensure six monthly medical examination like (Blood Test, X-Ray, ECG, Pulmonary Tests, Audiometry, Vision tests & Urine Test) of the Security personnel deployed by him, at the time of joining.
- 5.4.3 The Contractor shall be fully responsible for providing full manpower during the shift. Contractor shall keep extra manpower for deploying them during weekly off/leave.
- 5.4.4 The Contractor should engage one Security Personnel only for one shift ie. Security Personnel shall carry out only eight hours work in a day and violation of the same will be viewed seriously.
- 5.4.5 The security service shall be supplied 24 x 7 basis. However, the Contractor shall allow weekly rest as per provisions of Law for

which suitable replacement shall be given by the Contractor.

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

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

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

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

- i. Statutory Compliance Certificate for each month.
- ii. Copy of Workmen Compensation Insurance Policy.
- iii. PF Challan for Security personnel deployed at CoPA.
- iv. PF sheet showing PF deduction for each Security personnel and it should match with the PF Challan deposited.
- v. Covering letter showing PF deducted, PF deposited etc.
- vi. Proof of PAN, TAN and GST deposit (Counterfoil)
- vii. Copy of ESI challan.
- viii. Copy of PF,ESI,TDS challan shall be issued individually and the same reflected in notice board at security office for individual information
- ix. Monthly attendance list approved by CoPA.
- x. Salary remittance details from the Bank Salary Sheet duly signed by the contractual security personnel.

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

5.4.10 The invoices shall be processed by Officer-in-Charge only once the above mentioned documents are attached along with the invoice. CoPA shall not be held responsible if invoice is pending for want of any documents which are mandatory for invoice processing.

5.4.11 Whenever Contractor through his security personnel, deployed at any of the CoPA's premises, notice or hear anything against the

interest of the CoPA, he shall report the same promptly to the authorized officer of the CoPA.

5.4.12 The Contractor shall provide at his cost proper and attractive uniforms & equipment to all the Security personnel deployed by him. However, before such uniform is prescribed the Contractor shall obtain the opinion of the CoPA in this regard. All security personnel deployed shall keep smart active and impressive appearance and shall put on the uniform in well washed, pressed, neat and tidy condition. The Contractor shall also provide Baton, Torch, Whistle, Helmet, Safety shoes, Rain coat and Sweater/Jacket etc.

5.4.13 The Contractor shall rotate the security personnel deployed at CoPA at suitable intervals or as and when suggested by the CoPA.

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

5.5 CONDITIONS OF CONTRACT

5.5.1 The manpower supply service shall commence within 3 days of receipt of the Work Order.

5.5.2 Cochin Port is an International Ship & Port Facility Security (ISPS) Code compliant Port and the Contractor is obliged to comply with the provisions of the code in force and as amended from time to time.

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

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

5.5.5 Before commencement of the job, the Contractor shall submit following documents to the CoPA

5.5.5.1 An attested copy of the documents showing allotment of PF code number to Contractor by the regional Provident Fund Commissioner.

5.5.5.2 A copy of the receipt cover note or insurance policy taken by him to comply with the provisions for the Workmen Compensation Act.

5.5.5.3 A copy of the license of Contract from the competent authority under the Contract Labour (R&A) Act.

5.5.5.4 A copy of the license from the Commissioner of Labour of the state where he is deploying the worker.

5.5.6 CoPA will not bear any liability whatsoever in respect of the persons

deployed by Contractor for the purpose of executing jobs related to this Contract. The Contractor shall keep CoPA indemnified against all losses or damages or liability arising out or imposed in the course of employment of persons by the Contractor.

5.6 PAYMENT OF WAGES/ ALLOWANCES

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

5.6.2 The wages payable to Security personnel deployed is as per the minimum wages notification promulgated by Ministry of Labour & Employment, Govt. of India, which will be revised accordingly, from time to time.

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

5.6.4 Deductions towards statutory taxes and duties, as per the rules/directions of the concerned government departments, prevailing in force at the time of payment of bills shall be done on releasing the bill amount by the Contractor.

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

5.6.6 The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.

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

5.6.8 Contract Labour Act:

5.6.8.1 The Contractor shall furnish valid labour license, if any, under Contract Labour (Regulation and Abolition) Act 1970 within 30 days from the date of work order and comply with all necessary required

provisions of the above Act as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.

5.6.8.2 Workmen safety and Insurance - The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who are deployed at Cochin Port Authority. The Contractor shall ensure sufficient protection gears like safety shoes, hand gloves etc. by their workers while carrying out works, as and when required.

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

5.6.10 The Contractor shall be responsible for any claim/ benefit/ compensation under the provisions of Industrial Disputes Act, 1947 in respect of the manpower deployed by the Contractor at Port. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from the each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at Port.

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

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

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

5.6.14 It shall be the responsibility of the Contractor to deploy the personnel for work without default at all times. The Officer in charge reserves the right not to accept any employee(s) without providing any reason for such non-acceptance, in which case the contractor must provide an acceptable replacement within the prescribed time.

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

5.6.16 The contractor shall be held liable and responsible for any accidents or damages caused by his personnel during the work from whatsoever cause arising and shall make good and compensate for such accidents or damages caused to Cochin Port Authority or third party as the case may be. The

contractor will be held responsible and shall make good and compensate for anything that may be lost, stolen, removed or destroyed by the personnel deployed by the contractor during currency of contract.

5.6.17 The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc., of the manpower deployed by him. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the manpower deployed immediately, who are all found medically unfit during the contract period and make replacement.

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

5.6.19 Self-attested copy of past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970 shall also be submitted along with documents mentioned at 3.3

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

5.6.21 The nomenclature "Officer in charge" used in the tender document means the designated officer(s) in Cochin Port Authority under whom the manpower is deployed.

5.6.22 Payment will be made on monthly basis on submission of proper bill by the 10th of the succeeding month or within 10 days from the receipt of the bill, whichever is later. Deduction shall be made for absence of manpower on duty except on permitted leave days or on failure to adhere to requirements etc.

5.6.23 The contractor shall maintain a muster roll for marking the presence of manpower deployed in each shift. This muster roll shall be counter signed by the Officer in charge and will be relied for making the payments.

5.6.24 The personnel deployed under this contract shall possess a valid Police Verification Certificate from their jurisdiction of residence and the contractor shall be held responsible for the character and conduct of all the staff deployed.

5.7 CONTROL OF PERSONNEL:

5.7.1 The personnel deployed by contractor at Cochin Port Authority shall, during the contract period, be for all purpose at the control of the Officer in Charge for whom he/she is assigned.

5.7.2 The personnel deployed will carry out all orders of the Officer in Charge or his representative.

5.7.3 The personnel may be required to carry office works & Security service etc. in the Port, under the instructions of the Officer in Charge or his authorized

representative. Neither the Contractor nor the personnel will have any claim for reward or compensation for undertaking or assisting in such work other than the payments fixed as per the contract.

5.7.4 The contractor shall not alter the personnel deployed without the consent of the officer in charge of the personnel unless it is for medical reason. If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six month including casual leave period without genuine reason, he/she shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.

5.7.5 If any manpower deployed by the Contractor is absent beyond 5 days it is the responsibility of the contractor to provide suitable substitute.

5.8 CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

5.8.1 The Contractor after award of the work shall furnish names and depute qualified personnel as per the tender having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. The Contractor shall also provide to the satisfaction of the Officer in Charge sufficient and qualified staff for the work. Whenever, in the opinion of the CoPA, additional properly qualified staff is considered necessary, even if for short durations, they shall be deployed by the Contractor on the same terms and conditions of this contract.

5.8.2 If and whenever the Contractor's workman/personnel is in the opinion of the Officer in Charge be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Officer in Charge, it is undesirable for administrative or any other reason for such persons to be employed in the work, the Contractor, if so directed by the Officer in Charge shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Cochin Port Authority.

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

5.8.4 Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.

5.8.5 The Contractor shall be responsible for the proper behavior of all the employees and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the CoPA of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Cochin Port Authority upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the CoPA on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

5.8.6 The Security Personnel should not leave the work place unattended on any reasons thereof. In case of emergency / unavoidable reason there should be a replacement. The Security personnel posted should be provided with Tea, snacks, Lunch and Dinner respectively at the workplace by the Contractor.

5.9 AVAILABILITY & PENALTY:

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

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

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

5.9.3 Statutory compliance and contractual obligations:

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

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

5.9.4 Income tax:

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

5.9.5 Goods and service tax

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon.

5.9.6 Compliance with the EPF / ESI Act

- a) The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- b) The Contractor should have the EPF / ESI certificates and shall submit the proof in order to confirm the payments made by them.
- c) If the proof of remittance of EPF / ESI is not submitted to the Port in the subsequent month, the amount due to be remitted shall be withheld by the Port from the Contractor's bill. If the proof is not submitted in the subsequent month(s) then action will be taken to terminate contract.

- d) Any sum, interest or penalties payable by CoPA to EPF / ESI Authorities due to the default of the Contractor, shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

5.9.7 Contract Labour Act

The Contractor shall furnish a valid labour license under Contract Labour (Regulation and Abolition) Act 1970 within **30 days** from the date of work order and comply with all necessary required provisions of the above Act as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.

5.9.8 Workmen safety and Insurance

The Contractor shall solely be fully responsible for safety and security and insurance or life insurance of their personnel who are working on the operation and maintenance works. The Contractor shall wherever applicable take out and maintain, at their own cost, but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Note:

The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties/for inspection or otherwise, during their deployment at Cochin Port Authority.

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

5.9.9 Other statutory provisions

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

that may become applicable in future from time to time and all other matters touching this Contract agreement arising out there from.

- d. The Contractor shall be liable for all kinds of contributions, dues, wages payable towards the manpower deployed under the contract and the Port shall not be liable for any wage, amount, allowance, advance etc. to workmen for availing the services of the manpower deployed by the Contractor.
- e. All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the manpower deployed by the Contractor and related Labour regulations shall apply to this Contract also.

5.9.10 Confidentiality

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

5.9.11 Force Majeure

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

5.9.12 Employees Compensation

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

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

5.9.13 Dispute Resolution, Jurisdiction & Conciliation

In the event of a dispute in connection with this Agreement, the disputing party shall issue a notice to the other party to seek resolution of the dispute. Forthwith upon receipt of the notice by the other party, the parties shall engage in mutual discussions and endeavour to resolve the dispute within a period of thirty (30) days from the date of receipt of notice by the other party. In the event the dispute is not resolved within such period of thirty

(30) days, the dispute shall be referred to sole arbitrator to be appointed by Cochin Port Authority and the Arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration shall be held at Cochin and the arbitration shall be conducted in the English language. This agreement thereof shall be governed by laws of India and Courts of Kochi shall have exclusive Jurisdiction to entertain a dispute in connection herewith.

SIGNATURE OF TENDERER

6. SCHEDULE A

Clause No.	Description of document	For documents submitted, mention page No.
3.2	Copy of certificate of incorporation/ registration etc	
3.4	Copies of balance sheets and auditor's report/annual report for the last three years	
3.3	Copy of the work order and certificate of satisfactory completion of man power supply service from the client	
3.11	Power of Attorney in favour of person Authorized to sign the Tender document	
3.17	Copy of GST registration	
3.17	Copy of ESI & EPF registration certificate	
3.17	Copy of the License for man power supply and/or PSARA licence, as applicable	
3.17	Copy of TAN, PAN etc.	
	Details of Financial Stability (Schedule B)	
	Structure of Organization (Schedule C)	
	Details of Experience (Schedule D)	
	Undertaking that no changes have been made in the tender document downloaded (Annexure I)	

Note: Documents mentioned above are indicative. Tenderer shall be bound to submit all necessary documents mentioned in the tender document. All the documents submitted by the tenderer shall be page numbered. Tenderer is required to mention relevant page numbers of his offer while filling up the above.

SIGNATURE OF TENDERER

7. DETAILS OF FINANCIAL STABILITY

FINANCIAL TURNOVER OF THE TENDERER FOR SUPPLY OF SECURITY PERSONNEL AT VARIOUS OFFICE OF CoPA / SUPPLY OF SECURITY PERSONNEL DURING THE LAST THREE YEARS ENDING 31-03-2024

Sl. No	YEAR	TURNOVER
1.	2021-22	
2.	2022-23	
3.	2023-24	

BANK DETAILS

NAME OF THE BANK :

ADDRESS OF THE BANK :

BRANCH :

ACCOUNT NO. :

IFSC CODE :

Signature of the Tenderer with date and seal

8. SCHEDULE C

STRUCTURE OF ORGANIZATION

- 1) NAME OF APPLICANT :
- 2) Name of the Owner :
- 3) Address :
- 4) Telephone No. :
- 5) E-mail id [2 nos.] :
- 6) Fax No. :
- 7) Description of Applicant :
- 8) Registration and Classification of Contractors :
- 9) Name and address of bankers :
- 10) Number of years of experience as a general Contractor :-
 - a) In own Country :
 - b) Internationally :
- 11) Number of years of experience as a sub Contractor :
- 12) Name and Address of partners or associated companies to be involved in the project and whether Parent/Subsidiary/other :

- 13) Name and address of any associates: knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
- 14) Name and address of the companies/ :
Sub-Contractors who will be involved in the execution of Works, namely:
- 15) Attach organization chart showing the structure of the company including names of Directors/ Key Personnel at Head Office who would be responsible for the project and a separate chart showing proposed Site Construction Organization.

SIGNATURE OF BIDDER

9. SCHEDULE D

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

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

10 ANNEXURE I

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

To

The Secretary,
Cochin Port Authority,
Cochin-682009, Kerala,
India

Dear Sir,

We,

.....

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

.....

Yours faithfully,

Signature

Name & Designation

11. ANNEXURE II
FORM 1- CONTRACT AGREEMENT FORM

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

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

M/s. Board of Major Port Authority for Cochin Port, a body corporate under Major Port Authorities Act, 2021, represented by its Shri..... , s/o..... having its office at Administrative building, Willingdon Island, Kochi – 628 009 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

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

WHEREAS the Board of Major Port Authority for Cochin Port is desirous of engaging contractor for the work comprising _____

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

WHEREAS the Security deposit @10% of tendered value / Price Bid be remitted within 15 days from the date of receipt of work order for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

The common seal of the Board of Major Port Authority for Cochin Port was here into affixed and

Thethereof, has set his Hand in the presence of

Cochin Port Authority

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address

2) Name & Address

.....

.....

12. ANNEXURE III

Price Bid and Locations of Security Personnel required

Percentage of Service Charges should be the Price bid. The base rate for a Security Guard will be Rs.948.19 and Rs.1034.19 for Security Supervisor. The statement of payment is as under :-

Particulars	Guard	Supervisor
	Daily wage rate in (Rs.)	Daily wage rate in (Rs.)
Minimum Wage including DA as on 01.04.2024	862.00	948.00
ESI (3.25%) limited to 21,000	22.44	22.44
EPS *(8.33%) limited to 15,000	41.07	41.07
EPF (3.67%) limited to 15,000	18.10	18.10
Admin Charge(0.5%) limited to 15,000	2.47	2.47
EDLI Charge (0.5%) limited to 15,000	2.47	2.47
Total	948.54	1034.54

Price Bid quoted Daily Wage Rate Rs.948.54 /- and Rs.1034.54/- for SecurityGuard and Supervisor respectively

<u>Locations of Security Personnel required</u>		
Sl. No.	Location	No. of security personnel per day to be deployed in 3 shifts
1	CFS	10 Guard & 2 Supervisors
2	CFH	16 Guards
3	Embarkation Jetty/Malabar Road	3 Guards
4	Dufferin point	3 Guards
5	Marine Jetty	3 Guards
6	Admin Building gate	3 Guards
7	Guest House	2 Guards
8	MULT	9 Guards
7	Supervisor for all location except CFS	1 Supervisor in General Shift only
Total		49 Guard & 3 Supervisor