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CONTACT PERSONS PARTICULARS

Name and Designation Smt. C. Premakumari Secretary
Cochin Port Authority
Willingdon Island,
Cochin-682 009, Kerala
secretary@cochinport.gov.in

Phone No : / 0484-2582126/0484- 2582116



**COCHIN PORT AUTHORITY
GENERAL ADMINISTRATION DEPARTMENT**

TENDER DOCUMENT

**e-TENDER FOR COLLECTION OF TOLL AND PARKING CHARGES FOR
ROADS IN WILLINGDON ISLAND FOR A PERIOD OF 24 MONTHS**

Sl.No.	Tender No.	D3/ Toll/2024-S Dated 20.02.2022
1	Availability of Bid Document	28.02.2024 – 10.00 PM
2	Pre-Bid Meeting	07.03.2024 – 2.30 PM
3	Clarification to queries in pre-bid	14.03.2024
3	Start date of uploading by bidders	15.03.2024 – 10.00 AM
4	Last date of submission of Bid	01.04.2024 – 02.30 PM
5	Techno-Commercial Bid opening	01.04.2024 - 3.30 PM



**COCHIN PORT AUTHORITY
GENERAL ADMINISTRATION DEPARTMENT
COCHIN-682009**

No. D3/ Toll/2024-S

Dated: 20.02.2022

e-TENDER NOTICE

**Sub: e-COLLECTION OF TOLL AND PARKING CHARGES FOR ROADS IN
WILLINGDON ISLAND FOR A PERIOD OF 24 MONTHS.**

- 1.1 e-Tenders in Two Cover System for **collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 24 months** is invited by the Secretary, Cochin Port Authority, Willingdon Island, Cochin-682009 and will be received **up to the prescribed time schedule**. Tenders shall be submitted in accordance with the 'General information', 'Instruction to Tenderers', 'General Conditions and Special Conditions of Contract' etc., as detailed in the Tender Document. The Tender will be opened at the scheduled time. Only GST registered service providers will be eligible to participate in the Tender.
- 1.2. The Tender Document can be downloaded from the e-Tendering portal www.Tenderwizard.com/CPT
- 1.3 The Tender Documents are also available in Port's website www.cochinport.gov.in and on Central Public Procurement portal www.eprocure.gov.in/cppp
- 1.4 The bidders need to obtain the one time User ID & Password for log-in to e-Tendering Portal www.Tenderwizard.com/CPT from the service provider M/s. KEONICS by paying registration amount of Rs.1,180/- through online Payment using Credit/Debit Card/Net banking.
- 1.5 The tender shall be submitted by (1) an Individual or Proprietorship or (2) by a Registered Partnership firm or Limited Liability Partnership (LLP) or by a Limited Company. Joint Venture is not allowed to participate in the Tender
- 1.6 The Tenders shall be submitted "**online**" only. The bidders shall submit **scanned copy** of all the required Documents such as DD / Bankers Cheque towards the cost of Tender document and EMD; proof of experience etc, along with e-Tenders. Tender submitted other than online shall not be considered. (Online Submission at: www.Tenderwizard.com/CPT).
- 1.7 The Original EMD and cost of Tender Document shall be drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi shall be submitted in Sealed envelope with a covering letter and shall be addressed to the Secretary, Cochin Port Authority, Cochin 682 009, and shall be superscribed with words "**e-Tender for collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 24 months**."

The Tenderers who are registered with NSIC/ MSME Udyam are exempted from payment of cost of Tender Document and EMD. Copy of valid NSIC Registration Certificate/ MSME Udyam Registration certificate as per MSME Policy shall be uploaded with the other documents for availing exemption of the above in original. Such Registration Certificate will have a QR code on the Certificate. The Tenderers who have not submitted the cost of Tender Document or EMD in sealed covers in original or has not uploaded the scanned copy of valid NSIC Registration Certificate/ MSME Udyam Registration certificate will not be considered for opening Techno Commercial Bids or for detailed evaluation.

(The payment documents mentioned above are the only documents to be submitted in original to CoPA before the scheduled time for participating in the Tender. All other Documents to be submitted online only)

- 1.8 The intending bidder must have valid **Class-II or III digital signature** certificate to submit the bid. For further details, please contact e-Tender Help Desk No. 080 – 49352000 /9605557738.

2 **EARNEST MONEY TO BE DEPOSITED**

- 2.1 Each Tender should be accompanied by an Earnest Money Deposit amounting to Rs.3,60,000 (Rupees Three Lakh Sixty Thousand Only) (Exempted for tenderers with valid NSIC Registration Certificate/ MSME Udyam Registration certificate as per MSME Policy–certificate to be uploaded online). Scanned copy of the Demand Draft / Banker's Cheque shall be attached with the Tender submitted "**online**" and original should reach Secretary, Cochin Port Authority before date & time of opening of Tender

3 **PREPARATION AND SUBMISSION OF BIDS.**

- The Documents shall be prepared and scanned in different files (in PDF format such that file size is not more than 5 MB) and uploaded during the online submission of Bid at www.Tenderwizard.com/CPT. If the file is above 5 MB, the same has to be compressed and uploaded.
- 4 The right of acceptance of Tender vests with Cochin Port Authority who do not bind themselves to accept the Highest Tender and reserves to themselves the authority to reject any or all of the Tenders received without assigning any reason thereof.
 - 6 The Secretary or his duly authorized officer will open the e-Tenders online in the presence of intending Tenderers who may be present at the time in person or through their authorized representative. In the event of a Tender being rejected, the earnest money paid with such unaccepted Tender will be refunded to the Tenderer without any interest.
 - 7 The Tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Cochin Port Authority reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post, fax or by email. The Tenderers will have an option to refuse the request without forfeiting their EMD. However

in the event of the Tenderer agreeing to the request, they will not be permitted to modify the Tender once submitted.

- 8 Should any Tenderer withdraw his Tender or make any modification in the terms and conditions of the Tender, the earnest money deposited by the Tenderer shall be forfeited.
- 9 Tenders, which do not fulfil all, or any of the above conditions, or are incomplete in any respect, are liable for summary rejection at any stage before placement of order.
- 10 Canvassing in connection with the Tender is strictly prohibited and Tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 11 The under signed reserves the right to reject / cancel / postpone any one or all Tenders at any stage of the Tender, which will be binding on all bidders. Cochin Port does not bind itself to accept the bid of the highest bidder, and may at its own discretion accept or reject any tender.
- 12 The Tenders containing uncalled remarks or any additional/counter conditions are liable to be summarily rejected.
- 13 Disputes if any shall be under the jurisdiction of Courts in Cochin Corporation limits only.
- 14 All tender documents shall form part of contract.
- 15 Minimum Guaranteed Revenue (MGR) payable to Cochin Port by the successful bidder is Rs. 5 lakh per month (i.e.Rs.1,20,00,000/- for 24 months). In addition to the above, successful bidder will have to pay to Cochin Port percentage of revenue share also. The quote by the bidders of Revenue Share Percentage over and above the Minimum Guaranteed Revenue (MGR) will be the tender variable for this Tender. Bidder quoting such highest Revenue Percentage over and above MGR will be considered for the award of the contract.
- 16 The Price Bids will mention both Minimum Guaranteed Revenue (MGR) of Rs.1,20,00,000/- for 24 months (ie.Rs.5 lakhs x 24 months) and the Annual Revenue Share Percentage on the total collection, over and above MGR to be quoted by the bidder payable to Cochin Port. Price Bid with lesser amount than Minimum Guarantee Revenue (MGR) and/or without mentioning Revenue Share Percentage shall be summarily rejected. It is made clear the Revenue Share Percentage shall not be quoted in negative.

Sd/-
Secretary
Cochin Port Authority
Phone:0484-2582126
Fax:0484-26668163

GENERAL INFORMATION

SCOPE OF WORK:

The Tender is for COLLECTION OF TOLL AND PARKING CHARGES FOR ROADS IN WILLINGDON ISLAND FOR A PERIOD OF 24 MONTHS

- 1 The contractor shall collect toll charges and parking charges as approved by the COPA for the use of roads/areas in Willingdon Island by deploying manpower of at least 16 persons for collection of toll/parking charges at locations specified hereinafter. The period of contract is for 24 months from the date of commencement of work. The tenderer shall commence the work within a period of 15 days from the date of receipt of letter of Acceptance (LOA).
- 2 Toll and parking charges collected has to be remitted by the contractor on the next day itself in HDFC Bank Account (No.50100648518011, IFSC Code HDFC0001222, W/Island Branch), maintained by Cochin Port Authority. Collection and remittance of Toll & Parking charges would also be made via QR Code/POS Machine/online Bank software provided by Cochin Port Authority (CoPA). In case of holidays/bank holidays also, the collected toll amount should be remitted in the above account in next working day itself.
- 3 Cochin Port Authority will issue Monthly, Quarterly, Half Yearly, Yearly passes for vehicles as per the rates approved by Cochin Port Authority under intimation to Contractor. Contractor is not authorized to issue any such passes to the customers. The revenue collected from issuance of the above passes will be considered as revenue collected by contractor to qualify for being computed towards MGR and total revenue. For the passes already issued by CoPA and having validity from the commencement of Contract, the proportionate revenue from the issue of such passes, respecting the periods of continuing validity from the commencement of the contract, shall be accounted as revenue earned by the Contractor as above.
- 4 **Modus operandi of making the payment – Payment Terms**
 - (a) All the collection of the Toll on a daily basis will be deposited in the designated bank account. On the 2nd day of the subsequent month or if the 2nd day is a holiday, then on the next working day, the contractor will be given a bank statement by CoPA of such collection during the preceding month along with a letter communicating the amount for which the invoice is to be raised by the contractor after adjustment of monthly MGR of Rs.5 lakh from the total collection of the Toll. The contractor will add the GST amount and raise the invoice on the Port. CoPA will reimburse the payment of the invoice. It is the responsibility of the contractor to deposit the GST amount paid to him by COPA to the GST Department and CoPA will not be responsible for the lapse of the contractor. CoPA will make the payment within 15 days from the date of raising the invoice by the contractor.

- (b) At the end of the year (ie. Anniversary of commencement of contract), in the last month, the above procedure will be followed in addition to deduction of revenue share percentage quoted by the contractor on the Annual Revenue Share over and above MGR). Thus the revenue share % will be recovered only once in a year for the whole year revenue over and above the total MGR collected during the year.

5 **Locations**

- (i) Toll Gate on IG Road, near CIFT Junction, Willingdon Island
- (ii) Toll Gate on Bristow Road, Near Vathuruthy, Willingdon Island
- (iii) Ro-Ro jetty near Q10 Wharf in Willingdon Island

- 5(a) Toll/Parking fee collection would be necessitated at Ro-Ro jetty only when Ro-Ro barge service commences operation. For truck/lorries commencing operation of Ro-Ro to Container Freight Station of the Port and vice-versa are exempted from collection of toll charges. If in case, these truck/lorries uses the Port owned roads beyond the limit of CFS and exiting through Toll booth, they are liable for payment of toll. Also exemption as per Circular No.F6/Truck Parking/2011/S Dated 01.03.2011, Container Trailer entering Willingdon Island for Ro-Ro Passage to Vallarpadom is exempted from parking charges for a period such container are away from W/Isand through Ro-Ro service. (The trailer shall produce the Ro-Ro Ticket at the toll gate for availing such exemption. Also, exemption would be made available for vehicles issued as **Annexure I & II**

- b) The COPA approved toll/parking charges that can be collected by the Contractor are attached as **Annexure –III**. The rates are subject to change and the revised rates once notified shall be made available by Cochin Port Authority. The contractor shall be bound to collect the revised rate when informed by Cochin Port in writing.

- c) Two computers equipped with the software will be provided by Cochin Port at Ernakulam Toll and Mattancherry Toll gates respectively for collection of Toll and Parking Charges in which Vehicle Number and Rate of Toll Collected should be entered by the contractor and payment slip generated should be given to the vehicle owner.

- d) Cochin Port had developed software program in collaboration with a Bank and equipped it in the computers provided at both the toll gates.

- e) Apart from supply of computers as mentioned at clause (c) above, Cochin Port will also provide 4 Point of Sales (POS) Machines linked with Designated Bank account of CoPA for collection of toll and parking charges. The contractor has to enter vehicle number and rate of toll in the said POS machine as required. Stationary for POS machine will have to be purchased by the contractor.

- f) Toll and parking charges collected has to be remitted to the designated Bank Account maintained by Cochin Port Authority. Collection and Remittance of Toll & Parking charges would also be made via QR Code of the designated Bank.

- 6 The Tenderer shall visit all the locations mentioned at tender condition 5 above in order to acquaint himself with the condition of the site, the locality and its environments

- 7 At the locations of the toll booths electricity and water would be made available

on charge basis as per the actual. All the major maintenance of the toll buildings will be done by CoPA. The contractor shall carry out the routine up keeping of the building and running maintenance at its own cost.

8 The Contractor shall keep a proper record of all the movements of the vehicles (in and out) through the toll booths on 24 x 7 basis and updated in software by the personnel posted and made available to Cochin Port Authority as and when required.

9 The Tenderer should furnish evidence of his previous experience in similar contract work and his capacity to execute the work up to the limit specified in Tender schedule with certificates as per Minimum Qualification Criteria (MQC) from organizations under which the tenderer has executed similar contracts.

10 **MINIMUM QUALIFICATION CRITERIA (MQC)**

The bidder shall fulfil the following minimum qualifying criteria towards previous work experience.

10 (i) **Experience**

The bidder should have executed contract for ` **similar works** ' of **“toll/parking fee collection preferably in toll gates/parking terminals”** as detailed below during last 7 (seven) years ending on 30.11.2023 (copy of work order and work completion certificate issued by the client to be attached as proof).

The bidder should not have any dues towards Cochin Port on the last day of submission of tender. If any tenderer is found to have any dues towards Cochin Port on the last day of submission of tender, such tenders shall be liable to rejected.

(“Similar work” means experience in toll/parking fee collection preferably in toll gates/parking terminals owned by State/Central Govts. or PSUs/or operation of own parking terminal having capacity for not less than 100 lorries. In case of own terminals, a certificate issued by the Local Authority confirming the capacity of the terminal and evidence of functioning of terminal should be furnished.)

- (a) One contract work costing not less than 144 lakh or
- (b) Two contract works costing not less than 90 lakh each or
- (c) Three contract works costing not less than 72 lakh each.

10 (ii) Tenderers without GST/ESIC/EPF Registration at the time of submission of tender will not be considered.

Financial Turnover

The bidders should be either an Individual or Proprietorship or a Registered Partnership firm or Limited Liability Partnership (LLP) or a Private Limited Company in India having Average Annual Financial Turnover of at least 54.00 Lakh during the last three (3) years, ending 31st March 2023 (2020-2021, 2021-2022 & 2022-2023). The bidder shall provide annual report/audited financial statement such as balance sheets and profit and loss accounts statements as required under this bid documents. This shall be furnished in tenderer's letter head as shown below Signed by authorised signatory and certified by the chartered accountant. Chartered Accountant will mention their UDIN along with the QR Code at the time of such certification.

11 **Average Annual Turnover of the Bidder**

Year 1	Year 2	Year 3	Average

INSTRUCTIONS TO TENDERERS

1	The Tenderer is expected to examine all instructions, forms, terms and specifications etc. in the Tender Document. Failure to furnish all information or Documentation required by the Tender Documents may result in the rejection of Tender.
2	The Tender Document can be downloaded from the e-Tendering portal www.Tenderwizard.com/CPT .(or) www.cochinport.gov.in (or) www.eprocure.gov.in/cpp . The cost of tender documents is to be submitted in the form of DD or bankers cheque drawn in favour of FA & CAO, Cochin Port Authority for an amount of Rs.2,100/- issued by any nationalized/schedule bank payable at Cochin along with Techno-Commercial Bid. Bids will not be accepted without the above mentioned fees. The cost is non refundable. The Tenderers who are registered with NSIC/MSME are exempted from payment of cost of Tender document.
3	Bids along with Tender Documents duly filled in, signed and sealed on all pages shall be submitted online only . Cochin Port Authority may at its discretion extend the date and time for receipt of Tenders. e-Tenders received for which Cost of Tender document/EMD received after the aforesaid time and date or the extended time and date, as the case may be, will be rejected. Cochin Port Authority in no way would be responsible for any delay in receipt of such cost of Tender document/ EMD. No bids by Telex / Telegraph / Fax will be accepted.
4.	<p>Bid submission</p> <p>(i) Bid shall be submitted in two parts, Part - I: Technical Bid and Part - II: Price Bid through e- Tender mode.</p> <p>For online submission of Technical Bid, Schedule A of the scanned copies of the Documents to be submitted through e-Tendering mode only on www.Tenderwizard.com/CPT.</p> <p>Price bid (Schedule-B) in the provided format (MS-excel format separately uploaded in the website) shall be submitted only through e-Tendering mode on www.Tenderwizard.com/CPT</p> <p>(ii) <u>Information Required In The Bid</u></p> <p>Technical Bid shall contain scanned copy of all Documents as per the schedule A. EMD and cost of Tender document should be submitted in original to Cochin Port Authority and scanned copy to be submitted online as mentioned in schedule A.</p> <p>All pages of the Tender Document shall be duly signed and sealed by the Tenderer. The Tenderer should not indicate his offer price anywhere directly or indirectly and any such offer or indication shall disqualify the Tenderer forthwith. Corrections if any shall be initialed and sealed properly. Scanned copy of List of documents as mentioned in Schedule A should be submitted.</p> <p>Price Bid shall contain the details as given in Schedule-B of the Tender Document as issued and shall be complete in all respects. The price bid shall be submitted online only (MS-excel format separately uploaded in the website www.tenderwizard.com/CPT).</p>

5	The Minimum Guaranteed Revenue is arrived based on the actual income received including daily cash collection from Toll Booths and amount collected through yearly/half yearly/quarterly/monthly passes issued by Cochin Port Authority on payment by customers from the month of August, 2023 onwards and after considering the anticipated expenses for manning the toll booths, miscellaneous expenses and reasonable profit to the contractor.
6	If the Tender is submitted by an individual or proprietorship, it shall be signed by individual or proprietor as the case may be, or by any person duly authorized by way of Power of Attorney giving his full name and address. The proof of being a proprietorship concern should be submitted with the tender. Individual shall submit valid ID proof. In the event of the Tender being submitted by a registered partnership firm or LLP, it must be signed individually by each partner thereof. A certified copy of the partnership deed and copy of registration shall be attached along with the Tender. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper notarized power-of attorney authorizing him to do so and to bind all the partners in all matters pertaining to the contract including the arbitration clause; such power-of-attorney shall be attached with the Tender. If the Tender is submitted by a Limited Company the tender document shall be signed by a duly authorized person who shall produce with the Tender the evidence of the authorization in the form of Board Resolution duly notarized.
7	EMD: The Tender shall be accompanied by Earnest Money Deposit of Rs.3,60,000 (Rupees Three Lakh Sixty Thousand Only) The earnest money deposit can be in the form of Banker's Cheque / Demand Draft issued by Nationalized/ Scheduled banks, payable at Cochin, drawn in favour of F.A. & C.A.O, Cochin Port Authority. Under no circumstances should currency notes be enclosed in the cover containing the Tender as Earnest Money. The Earnest Money Deposit will not carry any interest. The Tender not accompanied with EMD will be treated as non-responsive and will be rejected. The original instrument towards EMD and cost of Tender Document shall be submitted in Sealed envelope with a covering letter and shall be addressed to the Secretary, Cochin Port Authority, Cochin 682 009, and shall be super scribed with words "e- Collection of Toll and Parking Charges for Roads in Willingdon Island for a period of 24 months. The Tenderers who are registered with NSIC/ MSME Udyam Registration Certificate are exempted from payment of cost of Tender Document and EMD. Copy of valid <u>NSIC/MSME Udyam Registration Certificate as per MSME Policy shall be</u> uploaded with the other documents for availing exemption of the above. Both these Certificates will possess a QR Code. The Tenderers who have not submitted the cost of Tender Document and EMD in sealed covers and not uploaded the scanned copy of valid NSIC/MSME Udyam Registration Certificate will not be considered for opening Techno Commercial Bids.
8	Pre-bid Meeting: A Pre-bid meeting will be held in the Conference Hall of Cochin Port Authority as per the time schedule in NIT. Prospective bidders are advised to inspect Toll Booths and go through the terms and conditions of the bid. Should there be any discrepancy or any doubt or obscurity as to the meaning of any term and condition of the bid documents or as to anything to be done or not to be done by the bidders or any clarification or any additional information is needed by the bidders, these shall be set forth in writing and submitted to Secretary, Cochin Port Authority well in advance of the date fixed for the pre-bid meeting. Prospective bidders are advised to attend the pre-bid meeting to present their queries for clarifications. The clarifications provided will be hosted on the websites of Cochin Port Authority. Reply to queries/amendments will be updated within 7 days of pre-bid meeting.
9	Separate public notice or advertisement will not be given for changes made in the tender document based on pre-bid queries. Queries received after pre-bid meeting will not be answered.

10	The EMD of unsuccessful Tenderers shall be returned on award of contract to successful bidder. The EMD of the successful Tenderer will be refunded on submission of security deposit by way of Bank Guarantee (BG)/Demand Draft.
11	The EMD shall be forfeited in the following cases.
(i)	In the event of Tenderer withdrawing /modifying his Tender before the expiry of Tender validity of 90 days from the last date of submission and opening.
(ii)	Failure to pay security deposit within 7 days of receipt of LOA.
(iii)	Failing to enter into an agreement with CoPA upon award of contract as required in the Tender within 7 days on receipt of Work Order.
12	The Earnest Money Deposit in the form of Bank Guarantee/Cheque will not be accepted under any circumstances.
13	Tender Document submitted shall be duly filled in, all schedules and annexure as required, signed and stamped in all pages as a token of acceptance of all the conditions mentioned in the Document, while submitting their Tender online.
14	The acceptance of a Tender will rest with the Cochin Port Authority who does not bind themselves to accept the highest Tender and reserves to themselves the authority to reject any or all the Tenders received without assigning any reason whatsoever.
15	An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process so as to influence the Tender process and have not committed any offence in connection with the Tender, has to be furnished in Annexure-IV
16	An undertaking that no changes have been made in the Tender Document downloaded has to be furnished in Annexure-V .
17	An undertaking that " Price bid " does not contain any techno-commercial condition has to be furnished in Annexure-VI .
18	Bidders are required to submit their price bid as mentioned at Schedule-B in MS-excel format separately uploaded in the website www.Tenderwizard.com/CPT
19	Tenderer shall complete all the Schedules with all the information called for therein and sign with date and sealed all the pages of the Tender Document and the Schedules. Any Tender not so complete is liable to be rejected. 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.
20	<p>OPENING OF THE TENDERS</p> <p>Bid Opening – Technical Bid</p> <p>Technical Bid : Technical Bid shall be opened online in the office of the Secretary, Cochin Port Authority as per the date and time fixed in the time schedule. Submission of EMD and Cost of Tender Document will be verified first. In case the EMD and cost of Tender document is not deposited or is not in order, (exempted for NSIC/ MSME Udyam registered tenderers with valid certificate having a QR code on it), the Bid of such tenderers will not be opened. The technical bid opening is not a public event and bidder cannot witness the same.</p> <p>If Bid submitted contains any deviation from the Bid Document then the Bid will be rejected and the Bidder will be informed accordingly. The Price Bid submitted in e-mode by such tenderers will not be opened.</p> <p>In the event of a Tender being rejected, the earnest money paid by such tenderers shall be refunded to the Tenderer.</p>

21	<p>OPENING OF THE TENDERS</p> <p>Bid Opening – Price Bid:</p> <p>Minimum Guaranteed Revenue (MGR) for tender is Rs.5 lakh per month (i.e.Rs.1,20,00,000 for 24 months). Bidders have to further quote Revenue Share Percentage over and above the Minimum Guaranteed Revenue (MGR) which will be the tender variable for this Tender. Bidder quoting highest Revenue Percentage quoted over and above MGR will be the successful Bidder who will be considered for the award of the contract.</p> <p>Short listed bidders will be automatically informed about the date and time of opening of the price bid. Price Bids with amount less than MGR or /and negative revenue percentage shall be rejected.</p>
22	<p>The Tender shall remain valid and open for acceptance for a period of 90 days from the date fixed for receiving the same. CoPA reserves the right to extend the period of validity for a specific time as may be required by CoPA. The request and response thereto shall be made in writing by post or by fax or by email. The Tenderers will have an option to refuse the request without forfeiting their EMD. However, in the event of the Tenderer agreeing to the request, they will not be permitted to modify the Tender.</p>
23	<p>CoPA will 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 conforms to all the terms, general conditions and specifications of the Tender Documents and technically suitable. The Tenderer shall carefully submit all the Documents as required under the Tender, failing which the offer is liable to be treated as non-responsive. A Tender which, in relation to the cost estimates of CoPA is seriously unbalanced may be rejected as non-responsive.</p>
24	<p>DETERMINATION OF RESPONSIVENESS: The Tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the Tenders to determine whether the Tender is substantially responsive to the requirements of the Tender Documents.</p>
25	<p>Canvassing in connection with the Tender is strictly prohibited and the Tenders submitted by the suppliers who resort to canvassing will be liable for rejection.</p>
26	<p>OPENING OF PRICE BID: The price bids shall be opened online only. The price bid of the qualified bidders only will be opened on a date to be intimated by the Secretary. The EMD of the unsuccessful bidders will be returned.</p>
27	<p>AWARD OF CONTRACT: Subject to other satisfactions of tender conditions, the CoPA shall award the Contract to the Tenderer whose offer has been determined to be the highest rate evaluated and is substantially responsive to the Tender. However, Cochin Port Authority does not bind to accept the H1 bid or any bid and reserves the right to reject all or any bid without assigning any reason whatsoever. Cochin Port reserves right to annul the bidding process at any time without assigning any reasons thereof.</p>
28	<p>LETTER OF ACCEPTANCE (LOA)</p> <p>(i) Prior to the expiration of the period of Tender validity or extended validity, the CoPA shall notify the successful Tenderer, in writing, that his Tender has been accepted (LOA- Letter of Acceptance).</p> <p>(ii) Upon receipt of LoA, the contractor has to furnish the Security Deposit within 7 days.</p> <p>(iii) Work Order will be issued by CoPA within 7 days from the date of submission/remittance of Security Deposit.</p> <p>(iv) The Contractor shall execute an agreement within 7 days from the date of receipt of work order.</p> <p>(v) The contractor must commence the work within 15 days of receipt of the LOA failing which CoPA shall terminate the contract.</p>

29	Upon the successful Tenderer's furnishing of the signed agreement form and payment of Security deposit, the CoPT will release the EMD of successful/unsuccessful Tenderers.
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 CoPT shall be written 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.
31	The Tenderer must have valid PAN, GST registration. Copy of the certificate to be submitted.
32	The security deposit equivalent to Rs.12,00,000 have to deposited in Cochin Port Authority in form of Demand Draft within 7 days of receipt of Letter of Acceptance. The total amount thus deposited will be retained as security for the due and proper fulfilment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfilment of any of the terms and conditions of the contract by the Contractor. If in any month the revenue from toll collection received in the designated account is lesser than the MGR, then CoPA is entitle to adjust the shortfall from the SD with notice to the contractor. Likewise CoPA is entitle to adjust its share of annual revenue share over and above MGR from the SD. In the event of security deposit being reduced due to deductions/compensation payable by the Contractor to the Cochin Port Authority, the Contractor shall within 10 days make the security deposit in full sum thereof. This is without prejudice to CoPA's rights to recover any due amount from the contractor.
33	The successful Tenderer will be required to execute an 'agreement' at his expense on Kerala State Stamp Paper of adequate value in the prescribed departmental form for the due and proper fulfilment of the terms and conditions of the contract within 7 days from the date of receipt of work order. Tenders which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to summary rejected.

SIGNATURE OF BIDDER

GENERAL CONDITIONS OF CONTRACT

1 TENDER VARIABLE

Minimum Guaranteed Revenue (MGR) for tender is Rs.1,20,00,000/- for 24 months. Bidders are requested to quote Revenue Share Percentage over and above the Minimum Guaranteed Revenue. The MGR fixed will be adjusted from the daily remittance made by the contractor on monthly basis. The bidder who quotes highest (%) of Annual Revenue Share, over and above the MGR, will be considered for the award of the contract. The adjustment of MGR and annual revenue share from the daily toll collections remitted, will be without prejudice to any other remedy available with Cochin Port to recover any sum payable to Cochin Port as MGR and Annual Revenue Share.

2 SECURITY DEPOSIT

The person whose Tender may be accepted (hereinafter called the CONTRACTOR) shall within 7 days of receipt of Letter of Acceptance and before execution of the agreement, furnish demand draft equivalent to Rs.12,00,000/- to Cochin Port Authority. All compensation or other sums of money payable by the Contractor to the Board of the Port of Cochin (hereinafter called the Board) under the terms and conditions of the contract may be deducted from the security deposit without notice. In the event of security deposit being reduced due to deductions/compensation payable by the Contractor to the Cochin Port Authority, the Contractor shall within 10 days make the security deposit in full sum thereof.

3 PENALTY CLAUSE The Contractor shall arrange minimum 16 personnel to man the toll booths and collect toll/parking charges according to the specification described within the period specified in the Tender and observe, perform, fulfil and keep all the general and special conditions herein set forth. In case of contractor's failure to deploy/maintain persons in following manner/numbers, penalty @ Rs.770/- per person per shift per toll gate will have to be paid, and Cochin Port may adjust the same from any sum due to the contractor.

- (a) Ernakulam Gate: 3 persons in Morning Shift from 8:00 hrs to 16:00 hrs; 2 persons in evening shift from 16:00 hrs to 24:00 hrs and 2 persons in the night shift from 24:00 hrs to 8:00 hrs.
- (b) Mattanchery Gate: 3 persons in Morning Shift from 8:00 hrs to 16:00 hrs; 2 persons in evening shift from 16:00 hrs to 24:00 hrs and 2 persons in the night shift from 24:00 hrs to 8:00 hrs.
- (c) RORO Jetty: 1 person each in two shifts of 8 hrs starting from 7:00 hrs to 15:00 hrs and from 15:00 hrs to 21:00 hr

4 TERMINATION CLAUSE Cochin Port is entitled to terminate the contract by giving 15 days notice in any of the following cases:-

- (a) If at any time after the commencement of the work, it is observed that the Contractor has violated any of the conditions of the contract or is not carrying out the work as per the terms and conditions of the agreement.
- (b) If the contractor fails to remit any amount due to Cochin Port

However, either CoPA or the contractor may terminate the contract by issuing 3 months notice to one another. In the event of termination, the contractor will be liable to remit monthly guaranteed revenue and the quoted additional percentage of revenue share till the date of termination of contract.

- 5 If Contractor or his employees break, deface, injure or destroy property belonging to CoPA, it shall be made good at the Contractor's own expenses. The Secretary, Cochin Port Authority, however, reserves the right to make good the same at the cost and expenses of the Contractor by deducting the cost of the same from any amount due, or may become due, to the Contractor or from the Security Deposit.
- 6 **SUB-LETTING** of the contract is not permitted. Sub-letting of contract will result in termination of contract and forfeiture of Security Deposit.
- 7 No labour below the age of 18 years shall be employed by the Contractor.
- 8 The minimum wages are to be considered as per Govt. of India/ Ministry of Labour & Employment office of the Dy. Chief Labour Commissioner (Central) Cochin applicable from 1.4.2023 which has taken a base for arriving at the costing of this tender. The Contractor shall be bound to comply with all the statutory and regulatory laws and guidelines for performance of the contract.
- 9 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the Rules framed by the Board/Government from time to time for the protection of health and sanitation arrangements for his workers employed in Cochin Port Authority.
- 10 In every case in which by virtue of the provision of Section 12, Sub Section (1) of the Employee's Compensation Act, 1923, the Cochin Port Authority Board is obliged to pay compensation, to a workman employed by the Contractor in execution of works, the Board will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Board under Section 12, Sub Section (2) of the said Act, the Board shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Board by the Contractor whether under this contract or otherwise. The Board shall not be bound to contest any claim made against it under section 12, sub section (1) of the said Act except on the written request of the Contractor and upon his giving to the Board full security for all costs for which the Board might become liable in consequence of contesting such claim.

- 11 On the breach of any terms or conditions of this contract by the Contractor, the Cochin Port Authority shall be entitled to retain the Security deposit, or the balance thereof, that may at that time be remaining and to realize the same as damages and compensation for the said breach, but without prejudice to the right of the Cochin Port Authority to recover any further sums as damages from any sums due or which may become due to the Contractor by the Cochin Port Authority or otherwise.
- 12 It shall be the responsibility of the Contractor to settle all disputes, which may arise pertaining to the deployment of the labours or during the course of execution of work of toll collection as per the agreement CoPT shall be indemnified from all such disputes.
- 13 On completion of the contract, the contractor shall make arrangements to hand over the toll booths/sites and its materials, records etc., to authorized representatives of Cochin Port Authority.
- 14 In calculating the total of each bill, fractions of less than half a rupee shall be disregarded and half a rupee or above shall be reckoned as one rupee.
- 15 In the event of any dispute arising out of the contract, it is hereby agreed to settle the dispute by mutual discussions/negotiations. In the event of failure of mutual discussions/ negotiations the parties together shall appoint a sole arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Agreement. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by both the parties. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by both the parties. However, the Arbitrator may at his discretion award costs. The venue of the arbitration shall be at Cochin.
- 16 **SETTLEMENT OF DISPUTES THROUGH CONCILIATION:** In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts set up by the Port Authority 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 Major Port Authority for Cochin Port subject to the delegation of powers.
- 17 **Governing law:** The contract shall be governed by and interpreted in accordance with the laws in India. Any legal proceedings relating to this contract shall be subject to jurisdiction of Court in Cochin only.

18 Force Majeure:

Conditions for Force Majeure: In the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under the contract the relative obligation of the party affected by such force majeure shall upon notifications to the other party be suspended for a period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The Term Force Majeure as employed herein shall mean act of god, earthquake, war (declared or undeclared), revolts, riots, fire, floods, rebellions, explosions, hurricanes, sabotage, civil commotions and act and regulations of the respective governments of the two parties namely the employer and the contractor upon occurrence of such clause(s) and upon his termination, party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 24 hours of the alleged beginning and ending thereof, give full particulars and satisfactory evidence in support of his claim. The time for performance of relative obligation suspended during Force Majeure shall then extended by the equivalent period for which such cause lasts. If the work to be carried out by the contractor is suspended for 15 days or more, the employer shall have the option to terminate the contract.

TENDERER'S SIGNATURE WITH SEAL

SPECIAL CONDITIONS

1	The Contractor shall be registered under EPF and ESI Act and the employees employed under them shall be covered in the EPF and ESI scheme and submit a copy of the registration certificate to the Port. LOA/Work order shall be issued only to the Contractors who are registered under EPF organization and ESI corporation. The Contractors shall regularly remit - the employer and employee contribution - to the EPF/ESI Authorities and proof of remittance should be submitted to Port on quarterly basis. If such remittances are not made CoPA would remit the same and the amount so remitted shall be deducted from the subsequent monthly payments/Security Deposit.
2	The contractor or his employees should not share information or data related to vehicle movements through the toll gates of CoPA/Toll collection at the Toll gates to a third party without the permission of CoPA. Disclosure of vehicle data without approval of CoPA to others would be considered as breach of terms and conditions and legal action would be initiated against the contractor, without prejudice to other rights and remedies of CoPA for termination of the Contract.
3	The contractor will be fully responsible for the safety of all manpower/hardware & software engaged/installed by COPA and shall strictly observe all the necessary safety precautions and regulations applicable to the assigned type of work. The Contractor shall arrange to take life insurance coverage and copy of the policies shall be submitted to Port for the personnel employed by him for carrying out the work and equipments. The Contractor should check the equipments installed for the toll collection purposes to ensure safety of his personnel and property. The Cochin Port Authority shall not be held responsible for any accidents occurred at the toll booths/during the course of toll collections leading to loss of life, disability of permanent or temporary nature and also for loss or damage to equipments and property of the contractor/manpower employed by the contractor/or any third party.
4	The Contractor shall agree to observe, perform, fulfil and keep all the covenants, stipulations, mentioned in the tender document.
5	The contractor shall indemnify Cochin Port for any cost incurred, expenses met, losses suffered or any sum paid by Cochin Port in connection with the subject contract including any payments made by virtue of 3 rd party claims or payments made consequent to any proceedings of any legal or regulatory authority.
6	The toll/parking charges may be revised by the COPA during the contract period. Notwithstanding anything contained in the tender, if COPA revises the Toll Charges/Parking fee during the contract period, the contractor should remit the equivalent percentage (%) of the increase in MGR of Rs.5 lakh per month and % over and above MGR quoted by the Contractor for the remaining period of contract.

TENDERER'S SIGNATURE WITH SEAL.

Schedule A
List of Documents –scanned copy -to be submitted online
PART 1 -TECHNICAL BID

Sl.No	Description of Documents	Remarks
1.	Cost of Tender Documents (non refundable) in the form of DD/Bankers Cheque /Or Valid NSIC/ MSME UDYAM regn registration certificate with QR code	Yes/No
2.	EMD for Rs.3,60,000/- in the form of DD/Bankers cheque or Valid NSIC/ MSME UDYAM regn registration certificate with QR code	Yes/No
3.	Tender Document duly filled (except price bid), signed and stamped on all the pages.	Yes/No
4.	List of vehicles exempted from paying toll. Annexure I	
5.	Exemption of parking charges for use of Ro-Ro to Vallarpadam – Circular Dated 01.03.2011 (Annexue II)	
6.	The COPA Board approved toll/parking charges Annexure –III.	
7.	Undertaking regarding illegal methods for influencing Tender process Annexure-IV	Yes/No
8.	Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender Annexure-V	Yes/No
9.	Undertaking that no changes have been made in the Tender Document downloaded Annexure-VI	Yes/No
10.	Undertaking that price bid does not contain any techno commercial conditions Annexure-VII	Yes/No
	Format of Agreement (Annexure VIII)	Yes/No
11.	Format of Covering Letter (Annexure IX)	Yes/No
12.	Format of Power of Attorney (Annexure X)	Yes/No
13.	Organization Details (Annexure XI)	Yes/No
14.	Average Annual Financial Turnover during the last three Financial years ending 31 st March 2023 shall not be less than Rs.36 lakh (Rupees Thirty Six Lakh) only).Proof to be submitted duly certified by the Chartered Accountant.(MQC)	Yes/No
15.	Experience of having successfully completed “similar works” as per MQC. (Experience certificate till last day of previous month) Annexure-XII	Yes/No
16.	Bank Details Annexure-XIII	Yes/No
17.	The Tenderer must have valid PAN card . Copy to be submitted.	Yes/No
18.	The Tenderer must have valid GST registration. Copy of the certificate to be submitted.	Yes/No
19.	Certified copy of partnership deed & Registration certificate, if necessary	Yes/No
20.	Articles of Association, Memorandum of Association, if necessary	Yes/No
21.	ESI Registration Certificate	Yes/No
22.	EPF Registration Certificate	Yes/No

Note: All the Documents submitted by the Tenderer online shall be signed by authorized person and page numbered / properly marked.

Tenderer's Signature with seal

SCHEDULE B

PART 2 -PRICE BID

**NAME OF WORK: COLLECTION OF TOLL AND PARKING CHARGES FOR
ROADS IN WILLINGDON ISLAND FOR A PERIOD OF
24 MONTHS.**

Name and address of Tenderer:

Description of work	Minimum Guaranteed Revenue (MGR) fixed per month (which is to be given by the bidder monthly for 24 months)	(%) of Annual Revenue Share, on the total collection over and above the MGR of that year, to be quoted by the bidder (In figure)	(%) of Annual Revenue Share, on the total collection over and above the MGR, to be quoted by the bidder (In words)
Collection of Toll and Parking charges for the use of Port owned roads in Willingdon Island for a period of 24 months.	Rs.5 Lakhs per month for 24 months.		

If figure quoted and words quoted are different, the rate quoted in words would be accepted.

Please see Website: www.Tenderwizard.com/CPT

Note: This form shall be filled in the MS-EXCEL format as uploaded in the website.
Website: www.Tenderwizard.com/CPT

Annexure I

List of Exempted Category

Vehicles (Two Wheeler/Four wheelers) exempted from the payment of Toll Charges		
i.	All Board of Members of Cochin Port	By Production of Cochin Port ID Card
ii.	All Port employees including Contract employees and consultant Doctors	By Production of Cochin Port ID Card. CMO will give list of consultant Doctors.
iii.	All Port Pensioners	By production of Pension Book / Pension ID Card
iv.	Cochin Port employees working in ISRF of Cochin Shipyard Ltd	List of employees will be made available by CoPA.
v.	Family members of Port employees who are residing at Port quarters in W/Island.	Issue stickers for identification, on production of copy of RC Book of vehicles registered in the name of employee (one Four Wheeler & one Two Wheeler)
vi.	All CISF personnel of CISF CoPT Unit and their family members (staying within Port area)	Issue stickers for identification, on production of copy of RC Book of vehicles registered in the name of employee (one Four Wheeler & one Two Wheeler)
II. Official vehicle of following statutory offices		
a)	Navy, Coast Guard personnel on duty in Port area.	Subject to production of official ID Card of the officer of the statutory organization who travels in the vehicle.
b)	Office of the Commissioner of Customs, Willingdon island	
c)	Office of the Commissioner Central Excise	
d)	Port Health Organization, Willingdon Island	
e)	Mercantile Marine Department, Willingdon Island	
f)	Other Government Departments /Offices in Willingdon Island	
g)	Office of Assistant Labour Officer, Govt. of Kerala, Kochi 1st Circle.	
h)	Office of Sea Port Immigration, Willingdon Island	
i)	Office of the Regional Labour Commissioner (Central)	
j)	Plant Quarantine Station, Willingdon Island	
k)	Inspectorate of Dock Safety, Willingdon Island	
l)	Office of the Commissioner of Income Tax	
III	Other Government organization within the Port area Food Standard Safety Authority of India Indian Postal Department Kerala Police	Sticker may be supplied on production of ID Card of the organization and RC Book in the name of employee (one car + one two wheeler)
iv	Vehicles of Port lessee exempted from payment of parking fee, subject to payment of toll charges on the condition that :- (a) Vehicle should be parked inside the leased premises (b) Vehicle should be owned in name of lessee (c) Subject to approval of competent authority (Secretary, CoPA)	



कोच्चिन पोर्ट ट्रस्ट
COCHIN PORT TRUST
AN ISO - 9001 : 2008 & ISPS COMPLIANT PORT

Phone : 2666871, 2668122
Fax : +91 (484) 2668163, 2666512
e-mail : mail@cochinport.gov.in
Web site : www.cochinport.gov.in

Willingdon Island, Cochin - 682 009
दिल्लिगडन ऐलन्ड कोच्चिन - 682 009

2667728

No.F6/Truck Parking/2011/S

Dated: 01.03.2011.

CIRCULAR

In continuation to the Circular even number dated 20.11.2008 it has been decided that Container Trailers entering W/island for Ro-Ro Passage to Vallarpadam is exempted from parking charges for a period such containers are away from W/island through Ro-Ro service.

The trailer shall produce the Ro-Ro ticket at the toll gate for availing such exemption. The exemption is applicable only for that trip in which Ro-Ro facility was available.

All other terms and conditions of the previous circular dated 20.11.2008 remains.


SECRETARY

- Copy to : The Sr.Commandant, CISF, CoPT.
: The Assistant Commissioner of Police, Mattancherry, Cochi-2
: The President Cochin Container Carrier Owners Welfare Association, Cochin-3.
: The President Container/Trailer users welfare Assn, Cochin-3.
: The President kerala container carrier owners Assn, Cochin-3
: The President Island container carrier owners Assn, Cochin-3
: The President Cochin Steamer Agents Assn, Cochin-9.
: The President Cochin Custom House Agents Assn, Cochin-3
: The President Cochin Chamber of Commerce and Industry, Cochin-3
: The President Indian Chamber of Commerce and Industry, Cochin-2.
: The Traffic Manager, CoPT, Cochin-9.
: The Toll Booths, Cochin Port Trust.



कोच्चिन पोर्ट ट्रस्ट
COCHIN PORT TRUST
AN ISO - 9001 : 2000 & ISPS COMPLIANT PORT

Phone : 2666871, 2668122
Fax : +91 (484) 2668185, 2668512
Web site : www.cochinport.com
e-mail : coptpro@sify.com

Willingdon Island, Cochin - 682 009
विल्लिडन ऐलन्ड काँचिन - 682 009

No.Secy/5/2008/S

Dated: 20-11-2008

CIRCULAR

Sub: Introduction of Truck Parking System

As decided during the joint meeting convened by Hon'ble Minister of Labour, Government of Kerala, in which representatives Cochin Port Trust, Trade Unions, representatives of Trailor/Lorry owners Association and others were present, it has been decided to start a Truck Parking Yard with necessary infrastructures and welfare amenities for Truck drivers/cleaners. The Truck Parking Yard is located at South End Reclamation Area, near Vathuruthy, which has been outsourced to a consortium of Port Users for its construction, operation and management. This system also envisages to reduce the overcrowding, congestion and irregular parking of Trucks/Lorries in the W/Island which has posed safety threat for normal movements. All concerned are requested to cooperate with this initiative and take advantage of the services and infrastructures provided in the Truck Parking Yard.

In order to regulate and discourage irregular and unnecessary parking in the W/Island, it has been decided to charge the following rates for entry/parking of trucks/lorries/tourist buses, etc. -

All Commercial Trucks/Lorries/Tourist buses/ 20' Container Trailors - upto 6 hours	Normal Toll charge :: (no extra charge)
" " - Over and above 6 hours	:: Parking charge @ Rs.10/- per hour in addition to toll charges
40' Container Trailors - upto 6 hours	:: Normal Toll charge (no extra charge)
" " - Over and above 6 hours	:: Parking charge @ Rs.15/- per hour in addition to toll charges

The above system will come into effect from 25-11-2008. All concerned are requested to co-operate with this arrangement.

SECRETARY

- Copy to: The Commandant, CISF, CoPT
" The Assistant Commissioner of Police, Mattancherry, Cochin-2
" The President, Cochin Container Carrier Owners Welfare Association, Cochin-3
" The President, Container Trailor Users' Welfare Assn., Cochin-3
" The President, Kerala Container Carrier Owners Assn., Cochin-3
" The President, Island Container Carrier Owners Assn., Cochin-3
" The President, Cochin Steamer Agents Assn, Cochin-9
" The President, Cochin Custom House Agents' Assn., Cochin-3
" The President, Cochin Chamber of Commerce & Industry, Cochin-3
" The President, Indian Chamber of Commerce & Industry, Cochin-2
" The Traffic Manager, Cochin Port Trust
" NOTICE BOARDS



कोचिन पत्तन प्राधिकरण
Cochin Port Authority



SCALE OF RATES

&
Performance Standards

VESSEL RELATED CHARGES
&
CARGO RELATED CHARGES

WITH EFFECT FROM
01-05-2023



[cochin_port](#) [PortofCochin](#) [portofcochin](#) [company/portofcochin](#)

Annexure III

7.10. Vehicle parking fee inside Port premises

(Rate in Rs.)

Sl. No.	Duration	Up to eight (8) hours	For every hour thereafter
1.	20 ft container Trailer/ Commercial Trucks including Tippers, Tankers and pick up vans	Free	16
2.	Tourist vans and buses	Free	16
3.	40 ft container Trailer	Free	22

7.11. Toll Charges

(Rate in Rs.)

Sl. No.	Type of Vehicle	Daily	Monthly	Quarterly	Half yearly	Yearly
1	Two wheelers	5	76	152	306	458
2	Three wheelers	8	115	229	458	917
3	Four wheelers	15	382	763	917	1374
4	Tourist Vehicles					
	- Travellers/ Vans/Mini Bus	76	458	763	1221	2138
	-Buses	152				
5	Buses (both public/ private)	23	458	687	1374	2290
6	Lorries including tankers					
	Up to 6 wheels	32	458	687	1374	2290
	More than 6 wheels	76	611	917	1832	3053
7	Prime Movers & Chassis					
	20'	76	611	917	1832	3053
	40'	91	763	1145	2290	3435
8	Cranes, Pay loaders Bull dozers, Excavators etc.	91	763	1145	2290	3435

Annexure-IV

(PROFORMA OF UNDERTAKING)

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

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

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No. so as to influence the Tender process and have not committed any offence in connection with the Tender.

Yours faithfully,

Signature

Name & Designation :

(PROFORMA OF UNDERTAKING)

THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT
DOWNLOADED

To

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

Dear Sir,

I/We.....

.....

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

.....

Yours faithfully,

Signature

Name & Designation

(PROFORMA OF UNDERTAKING)

THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

To

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

Dear Sir,

I/We.....do

hereby confirm that PRICE BID of the Tender submitted by us for the Tender
No. do not contain any condition/counter conditions.

Yours faithfully,

Signature

Name & Designation

FORM OF AGREEMENT

AGREEMENT No. ... of 20... -

AGREEMENT FOR THE WORK OF COLLECTION OF TOLL AND PARKING CHARGES FOR THE USE OF PORT OWNED ROADS IN WILLINGDON ISLAND FOR A PERIOD OF 24 MONTHS

THIS AGREEMENT IS MADE on this day of BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, a body corporate under the Major Port Authority Act, 2021 having office In Willingdon Island, Cochin – 682009 represented by its *Secretary/Sr.Deputy Secretary/Deputy Secretary Smt..... D/o aged years residing at Village Taluk District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s.having office at(address) represented by its.....Shri. aged S/o residing at Village Taluk District (hereinafter referred as “Contractor” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for vide Tender Notice Dated and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the Tender Document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide Letter of Acceptance No dated, issued to the Contractor while accepting their tender.

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

- (1) The tender submitted by the Contractor for execution for the Board, of the Work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedules attached hereto and in accordance in all respects specified in General Information, Instruction to the Tenderers, General condition of Contract & Special Condition of Contract provided for and in all other respects in accordance with such conditions is accepted.
- (2) It is mutually understood and agreed that, notwithstanding that the Works has been sectioned, every part of it shall be deemed to be and part shall be read with it or into it.
- (3) The Contractor agreed to abide by and fulfill all the terms and provisions of the said Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
- (4) The sum of deposit equivalent 10% of the MGR value for 24 months has been deposited in Cochin Port Authority in form of Demand Draft with the Financial Adviser and Chief Accounts Officer of the Cochin Port Authority as Security Deposit. The total amount thus deposited

will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment of any of the terms and conditions of the contract by the Contractor, without prejudice to any other rights or remedies if the Contractor fail to commence the Work specified in underwritten memorandum, the full amount of security deposit specified in underwritten memorandum shall be retained by the Board.

- (5) It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement
- (a) The Letter of Acceptance
 - (b) Letters exchanged between the Employer and the Bidder upto the issue of Letter of Acceptance as separately listed and annexed here to.
 - (c) Replies to Pre Bid Queries and Amendments issued, if any.

M E M O R A N D U M

a)	General description of Work	For collection of Toll and Parking charges for the use of Port owned roads /areas in Willingdon Island for a period of 24 months
b)	Revenue for 24 months	Rs.1,20,00,000 (Rupees One Crore Twenty Lakhs only) for 24 months as MGR Plus___(%) of Annual Revenue Share, on the total collection over and above the MGR of that year, to be quoted by the bidder
c)	Earnest Money Deposit	Rs.3,60,000 (Rs. Three Lakh Sixty Thousand)
d)	Time allowed for furnish of Security Deposit	7 days of receipt of Letter of Acceptance
e)	Time allowed for signing of agreement	7 days from date of receipt of Work Order
f)	Time allowed for the commencement of Work	Within 15 days of receipt of Letter of Acceptance.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of the Board for COCHIN PORT AUTHORITY, the *Secretary has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

*(Retain only the authority signing the Agreement)

Signed, sealed and delivered

By Shri.....

of M/s.....

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :

1) Signature with address :

2) Signature with address :

Signed, sealed and delivered by the
* Secretary/Sr. Deputy Secretary/Deputy Secretary,
Cochin Port Authority on behalf of Board of
Major Port Authority for Cochin Port

EMPLOYER

Signed and affixed the common seal of
Major Port Authority for Cochin Port
In the presence of

- 1)
- 2)

*(Retain only the authority signing the Agreement)

ANNEXURE VIII

COCHIN PORT AUTHORITY

**COLLECTION OF TOLL AND PARKING CHARGES FOR ROADS IN
WILLINGDON ISLAND FOR A PERIOD OF 24 MONTHS**

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

Date :

To

The Secretary,
Cochin Port Authority.

Sir,

Sub: Collection of toll and parking charges for the use of port owned roads in Willingdon Island for a period of 24 months

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 subject work referred above.

We are submitting our Bid enclosing the documents as per Schedule A of the Bid Document for your evaluation.

We also certify that further Bid related communication can be sent to the following e-mail IDs by CoPA:

- (i)
- (ii)

(furnish two nos. current active email addresses)

SIGNATURE OF BIDDER

ANNEXURE IX

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY

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

To

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

Dear Sir,

We.....

do here by confirm that Mr./Ms./Messrs.....
[Insert Name and Address], whose signature is given below, is authorized to represent us to bid, negotiate and conclude the Agreement on our behalf with you against Tender for "Collection of toll and parking charges for the use of port owned roads in Willingdon Island for a period of 24 months Tender No. D3/ Toll/2024-S Dated 05.02.2024.

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

ANNEXURE X

ORGANIZATION DETAILS

- 1) Name of the 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) Name and address of bankers :
- 9) Number of years of experience as a Contractor :- :
- 10) Name and Address of partners/Directors

:

.

SIGNATURE OF BIDDER

ANNEXURE XI

COCHIN PORT AUTHORITY

**e-Tender for COLLECTION OF TOLL AND PARKING CHARGES FOR
ROADS IN**

WILLINGDON ISLAND FOR A PERIOD OF 24 MONTHS

**DETAILS OF PAST EXPERIENCE OF BIDDERS FOR SIMILAR WORKS 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			Reference No. & Date of letter of intent & experience/ Qualification certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date	
1	2	3	4	5	6	7	9
1	Name: Location:	Address: Telefax No. Contact person: Mobile No.					Letter of Intent No. & date: Completion Certificate No. & date:
2	Name: Location:	Address: Telefax No. Contact person: Mobile No.					Letter of Intent No. & date: Completion Certificate No. & date:
3	Name: Location:	Address: Telefax No. Contact person: Mobile No.					Letter of Intent No. & date: Completion Certificate No. & date:

Note:

Bidder to enclose Completion Certificate issued by owner, duly certified by a Notary Public.

SIGNATURE OF BIDDER

ANNEXURE XII**COCHIN PORT AUTHORITY****e-Tender for COLLECTION OF TOLL AND PARKING CHARGES FOR ROADS IN
WILLINGDON ISLAND FOR A PERIOD OF 24 MONTHS****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)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/ e-mail id [2 nos.]/ Fax No. of the beneficiary	Telephone :
		Mobile :
		e-mail id [2 nos. mandatory]: (i) (ii)
		Fax :
8	Enclose Cancelled Cheque	(Enclosed / Not Enclosed)

SIGNATURE OF BIDDER