

COCHIN PORT AUTHORITY

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TENDER DOCUMENT FOR SUPPLY OF MANPOWER

(e-Tendering Mode)

Website: GeM

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

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

COCHIN PORT AUTHORITY
GENERAL ADMINISTRATION DEPARTMENT

Tender No: HR/TENDER/1/MANPOWER/2024-S

TENDER FOR SUPPLY OF MANPOWER

Tender Notice

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COCHIN PORT AUTHORITY

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

Date : 06-09-2024

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 MANPOWER**” for Fireman-cum-Driver 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 **as on 06-10-2024 in GeM** 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 **07-10-2024 at 14:30 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 Contract value in the manner provided in clause 4.14.
- 1.6. Unless Security Deposit is furnished within the period as specified at clause 4.14 or such extension of that period as may be permitted by the Officer in writing, action will be initiated as per Clause No.4.14(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, subject to adjustment of dues or forfeiture, 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.
 - (i) 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.

- (ii) 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.

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.

- (i) Security Deposit will be only in the form of Banker's cheque/DD/Pay Order of the Scheduled Bank or Nationalized bank of India . No BG is acceptable for Security Deposit.

2 INSTRUCTIONS TO TENDERERS

- 21 Electronic tenders (e-tenders) through GeM in two stage bidding (Technical Bid & Price Bid) are invited for "SUPPLY OF MANPOWER" for Fireman-cum-Driver 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.
- 22 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.
- 23 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 **Manpower supply of Fireman-cum-Driver** amounts to **Rs.1,24,128/-** . 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, State Bank of India, Cochin Port Branch, Beneficiary- Cochin Port , A/c No. 41401802288 (Savings Bank account), IFSC Code – SBIN0006367
- i. 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.
 - ii. No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is refunded.
 - iii. The EMD shall be forfeited under following circumstances:
 - a) In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity.
 - b) 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.
 - c) 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.
 - d) Or any other violation of the Tender Conditions.

- 24** 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.
- 25** 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.
- 26** If the contractor after the award of work, fails to furnish the required performance security / Security Deposit 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.
- 27** 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.
- 28** The Contractor shall provide at his own cost separate transportation facility for movement of Fireman-cum-Driver for posting at various location of Cochin Port Authority.

3 MINIMUM QUALIFICATION CRITERIA

- 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 or Limited Liability partnership firm or a proprietorship firm in existence for the last 03 (Three) years as on 31.12.2023 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.
- 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 31-03-2023 shall have to be submitted in respect of:
- (a) Three similar Services each costing not less than **Rs.24,82,560/-**
or
- (b) Two similar Services each costing not less than **Rs.31,03,200/-**
or
- (c) One similar Service costing not less than **Rs.49,65,120/-**

(Estimated Cost for supply of personnel is **Rs.62,06,400/-**)

Explanatory notes:

- (a) Similar services means "Supply of manpower"
- (b) Copy of completion certificates issued by the concerned officer of the Government Organisation/ PSU under whom the bidder has executed such contract shall be attached. The certificate shall contain, (i) Reference Number and date of Work Order, (ii) date of commencement of Contract, (iii) contract amount & (iv) date of completion of the contract.

- (c) In the case of ongoing contract as on 31.03.2024 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 2023 shall not be less than Rs.18,61,920/-“.
- 3.5 In proof of this, Annual Accounts Statements duly signed/Certified by the Chartered Accountant or Turnover certificate duly certified by the Chartered Accountant or TDS Certificate from the TRACES site (for the work experience). 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.
- 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, signed and stamped on all pages.
 - b. Copy of proof of legal entity as prescribed in 3.2
 - c. Copies of profit and loss statement, balance sheets and auditor's report / annual report for the past 3 years ending 31st March 2023.
 - d. Copies of GST registration certificate etc.
 - e. Copies of EPF / ESI registration certificates.
 - f. 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.
 - g. Copy of the License for manpower supply as per applicable laws.
 - h. Copy of PAN & TAN
 - i. Schedules A, B, C & D, Annexure I and Annexure II duly filled and signed.
 - j. 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 personnel online in GeM portal. to be corrected as the rate quoted should be inclusive of all taxes and duties except GST.
- 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 **14:30 hrs on 07-10-2024** 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.
- 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 **on the base rate of Rs.862/-** per day per person. The tenderer shall quote percentage (%) through GeM on the Service Charge on the base rate specified above.

Summary of Time Schedule:

Issue of Tender Document	06-09-2024 to 22:00 Hrs on 05-10.2024
Last Date of Submission	23:59 Hrs. on 06-10-2024
Stage 1 Opening Date	14:30 Hrs. on 07-10-2024
Price Bid Opening Date	14:30 Hrs. on 21-10-2024

SIGNATURE OF TENDERER

4 GENERAL TERMS & CONDITIONS OF CONTRACT

- 41 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:
- 42 “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 Port Authority for Cochin as notified under the Major Ports Authorities Act, 2021.
- 43 “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.
- 44 “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.
- 45 “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.
- 46 “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.
- 47 Tender means the offer of the contractor along with tender document and all other relevant documents as referred to in the contract.
- 48 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.
- 49 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.
- 410 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.
- 411 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.
- 412 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. It is necessary that the contractor shall furnish Security Deposit before executing the agreement. 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.
- 413 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 within time frame 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.4.1.13(iii).

414 Security Deposit: The successful tenderer will be required to furnish 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/Nationalised bank of India in favour of FA&CAO, CoPA, or through NEFT/RTGS to the bank account - NEFT/RTGS: Cochin Port , State Bank of India, Cochin Port Branch, Beneficiary- Cochin Port, A/c No. 41401802288 (Savings Bank account), IFSC Code – SBIN0006367

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.

415 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.

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

(a) 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.

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

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

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

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

(b) 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.

(c) 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, without prejudice to any other rights of CoPA, the security deposit will be forfeited and further action deemed fit will be initiated against the Contractor.

419 The Contractor has the right to terminate this contract on his own by giving 2 months written notice to the management.

420 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.

- 421** 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.
- 422** 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.
- 423** 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.
- 424** Contractor shall comply with statutory obligations of State and Central Government, wherever applicable.
- 425** 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.
- 426** Dispute or difference on any matter whatsoever, pertaining to the tender conditions shall not be raised by the contractor after submission of this Tender.
- 427** 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: The scope of work involves providing Fire & Safety services at the Fire Division, Marine Department, Cochin Port Authority at Willingdon Island. Fire Division requires the services at various locations viz., Cochin Oil Terminal (COT), North Tanker Berth (NTB), South Tanker Berth (STB), Q4 Berth and also in the service locations. The Fire & Safety service required at the Fire Division is detailed below:

- 5.1.1 Round the clock Fire & Safety services for the (installation.) Cochin port
- 5.1.2 The Service shall be in three shifts (7am to 2pm (1st shift); 2 pm to 9:15 pm (2nd shift); and 9:15 pm to 7 am (3rd shift).
- 5.1.3 Fireman cum Driver at 5 Fire Tenders (05 units) at Fire Division including one DCP Tender.
- 5.1.4 The manpower supplied should work as Fireman & also as Fire Driver in various shifts as per the requirement of Fire Division
- 5.1.5 To attend Fire calls and special service calls.
- 5.1.6 To maintain & operate various Fire Fighting Equipment, Fire Tenders & Fixed installations installed at various locations of the Port.
- 5.1.7 To protect Port's Property and premises from Fire.
- 5.1.8 To drive Fire vehicles such as Fire Tenders, Ambulance and light vehicles attached to Fire Service.
- 5.1.9 Operating of Fire Tenders and other pumps attached to Fire Service.
- 5.1.10 Manpower supplied also have to drive vehicles of the Port other than Fire Service vehicles on demand/on instruction from Supervisor.
- 5.1.11 Duties of man power supplied (Fireman Driver) includes Stand by Duties for Bunkering, Hot Work, Hazardous Cargo Handling, fresh water supply etc at various locations of Port.
- 5.1.12 The supplied man power have to attend regular drills and parade of Fire Service. In addition to this man power supplied should attend/ carry out all works entrusted for them by the shift in charge.
- 5.1.13 The Fireman-cum-Driver should be a person within the Upper age limit of 35 years with the following **Educational** qualifications :-

*10th standard pass

*Successful completion of Certificate Course on Basic Fire Fighting Training (at least one month) from any Government institution or any institution approved by the Govt.

*Valid Heavy vehicle motor driving license & one year experience in Driving Heavy Vehicle Desirable.

*Pass in Departmental driving test is compulsory for selection.

The Fireman-cum-Driver should also possess following **Physical** qualifications :-

- Height : 165 cms
- Weight : 50 Kg min
- Chest : 80 cms ; expanded : 85 cms : Total expansion : 05 cms
- Eye vision : Normal vision without glasses
- Physical Endurance Test :
 - 1.Pass in swimming test 50 mtrs.
 - 2. Laying and rolling 15 m Delivery hose within 90 seconds
 - 3.Running test 100 mtrs carrying 50 Kg weight within one minute ten seconds
 - Climbing through the staircase of 7 floored building and getting down through the spiral emergency exit within 160 seconds.

5.1.14 The brief duties of Fireman Driver is as given below:

1. Man power supplied shall be continuous without break.
2. The man power posted should work as Fireman and also as fire Driver as per requirement in shifts.
3. The personnel posted as Driver should also operate Fire Pumps.
4. The supplied man power will be selected & posted in shifts at various duty posts only after successful completion of necessary training at Fire Station.
5. Man power posted shall be in prescribed uniform during duty hours and shall not leave duty place without the permission of officer in charge.
6. Conveyance, Food, stay of supplied man will be the responsibility by contractor.
7. Smoking is prohibited in duty place.
8. Duty location may change after reporting for duty in predetermined place as per discretion of Officer in charge.
9. Personnel should not be intoxicated while on duty. Personnel found intoxicated shall not be allowed to perform duty and in such case contractor shall provide immediate replacement.
10. The manpower supplied should have clear normal vision without glass. Colour Blindness will be disqualification. A Certificate to this effect to be produced by the Contractor
11. Man power supplied should maintain good relation with fellow workers.

- 52 The Fire and Rescue service at Fire Division shall commence within 5 days of receipt of the Work Order.
- 53 The Fireman-cum-Driver shall be reporting to the officer in charge of Fire Division for all matters related to operation.
- 54 The list of Fireman-cum-Driver who are proposed to be posted for duty in Fire Division should be submitted to the Officer in Charge at Fire Division before commencement of the Fire & Safety Service. Any alteration to the list should be intimated to the Officer in Charge before introducing the change.
- 55 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.
- 56 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.
- 57 The Fire and Rescue Service is to be provided in such a manner as not to hinder the normal business transactions in Fire Division and will be subject to directions of concerned authorities.
- 58 All safety protection/precaution as per statutory and regulatory requirements for the safety of the personnel engaged are to be provided by the agency/contractor.
- 59 The contractor will have to obey various Labour laws and regulations including ESI Act, P.F Act, Employees Compensation Act etc., or other statutory requirements if any, if applicable, when working in Port premises.
- 510 The tenderer shall make their own arrangements for obtaining all licenses, permits etc, if any that may be required in connection with operating the service.
- 511 The personnel deployed for the work by the contractor/agency shall be insured at his own cost and Port will in no way be responsible for accidents and claims arising out of such accidents.

The Fireman-cum-Driver shall be provided by the contractor with necessary:-

- uniform Khaki shirt (Half Sleeve) with Trousers (Pant) with Barret Cap (Khaki).
- Safety Shoes(black), Belt(Black), Safety Helmet,Gum Boot and Rain Coat (for use in rainy season.)
- Line yard (Maroon) with stainless steel whistle. Shoulder Badge & Cap Badge also to be provided(Letters and emblem in Badges as per the decision of contractor)

- 512 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. 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.
- 513 For work carried out inside restricted/controlled area the existing regulations and rules including safety regulations are to be followed.

- 514 The CFASPCO 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.
- 515 The contractor shall do the works to the entire satisfaction of the Officer in charge.
- 516 The nomenclature "Officer in charge" used in the tender documents means CFASPCO, Fire Division, Marine Department.
- 517 Payment will be 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.
- 518 The contractor shall maintain a muster roll for marking the presence of staff deployed in each shift. This muster roll shall be counter signed by the officer in charge and will be relied for making the payments.
- 519 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.
- 5.20 The Contractor shall also ensure to obtain six monthly medical examination like (Blood Test, X-Ray, ECG, Pulmonary Tests, Audiometry, Vision tests & Urine Test) of the Fireman-cum-Driver deployed by him, at the time of joining.

5.21 RESPONSIBILITIES OF CONTRACTOR

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.

5.21.1 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 personnel deployed at COPA.
- iv. PF sheet showing PF deduction for each 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. Monthly attendance list approved by COPA.
- ix. Salary remittance details from the Bank Salary Sheet duly signed by the contractual Fireman-cum-Driver.

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

submitted.

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.

5.22 CONDITIONS OF CONTRACT

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

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.

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

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.

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

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

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.

5.23 CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

5.23.1 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.

5.23.2 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.

5.23.3 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.

5.23.4 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.

5.23.5 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.

5.23.6 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.

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

5.24 AVAILABILITY & PENALTY:

5.24.1 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.

5.24.2 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

5.24.3 Statutory compliance and contractual obligations

- i. Statutory compliance and contractual obligations to be complied with by the contractor:
- ii. The manpower deployed by the Service provider shall work within the premises of the Port. In case of emergency, whether these manpower is required to be utilized beyond the premises of Port shall be examined. The services are subject to various statutory provisions including but not limited to Labour, Taxation, Workmen Safety, Child and Women Labour, 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.

5.25 Statutory Provisions

5.25.1 Income tax

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

5.25.2 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.

5.25.3 Compliance with the EPF / ESI Act

- i. 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.
- ii. The Contractor should have the EPF / ESI certificates and shall submit the proof in order to confirm the payments made by them.

- iii. 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.
- iv. 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.

5.25.4 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.

5.25.5 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.

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

5.26 Other statutory provisions

5.26.1 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.

5.26.2 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.

5.26.3 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.

5.26.4 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.

5.26.5 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.

5.27 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.

5.28 Force Majeure

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

5.29 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.

5.30 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 the conciliator to be appointed by Cochin Port Authority for resolution. If the conciliation fails, a 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

SCHEDULE A

Clause No.	Description of document	For documents submitted, mention page No.
3.2	Copy of certificate of incorporation/ registration/GST registration etc	
3.2	Copy of GST certificate	
3.4	Copies of balance sheets Duly Certified by the Chartered Accountant 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 ESI & EPF registration certificate	
3.17	Copy of the License for man power supply 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

DETAILS OF FINANCIAL STABILITY

SCHEDULE B

**FINANCIAL TURNOVER OF THE TENDERER FOR SUPPLY FOR MANPOWER /
SUPPLY OF PERSONNEL DURING THE LAST THREE YEARS ENDING 31-03-2024**

Sl. No	YEAR	TURNOVER
1.	2020-21	
2.	2021-22	
3.	2022-23	

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 Organisation.

SIGNATURE OF BIDDER

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:

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

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 Twenty Two (....., 22.) 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 @3% of tendered value / Price Bid be remitted within 15 days from the date of receipt of work order for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

The common seal of the 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

.....

