

**NOTICE INVITING TENDER FOR SUPPLYING VEHICLES WITH DRIVERS ON
MONTHLY HIRE-BASIS FOR OFFICIAL USE OF COCHIN SPECIAL ECONOMIC ZONE
AUTHORITY (CSEZA), KAKKANAD, COCHIN**

No. I-04/01/2021: CSEZA

Dated the 18th August, 2021

TENDER NOTICE

Office of issue	Office of the Chairman, Cochin SEZ Authority, CSEZ Administrative Building, Seaport-Airport Road, Kakkanad, Cochin -682037
Date of issue	18.08.2021
Tender no.	No. I-04/01/2021: CSEZA
Tender documents available at website	https://www.csezauthority.in/tenders/ https://eprocure.gov.in/epublish/app
Bids submission last date and time	28.08.2021; 5.00 P.M.
Date and time of opening of technical bids	28.08.2021; 5.00 P.M.
Date and time of opening of financial bids (Tentative)	30.08.2021; 5.30 P.M. or as intimated in due course of time to technically qualified bidders
Place of opening of bid	CSEZ Administrative Building, Seaport Airport Road, Kakkanad, Cochin -682037
Estimated Value of Contract	Rs.8,40,000/- [Rupees Eight Lakh Forty Thousand Only]
Contract Period	The contract will be valid initially for One-Year, with the provision of further extension as per mutually agreed terms for six months, subject to a maximum period of three years including initial period.
Security Deposit (In case of successful bidder)	A sum equal to 3% of the total quoted price for one year (excluding GST) in the form of Irrevocable Performance Bank Guarantee from a Nationalized Bank or Scheduled Bank (other than Co-operative bank.) as per Performa approved by CSEZA (Annexure V).

(Sd/-)

**Secretary-in-Charge
CSEZ Authority
CSEZA Admin. Bldg.
Kakkanad, Cochin -682037**

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(Sd/-)

**Secretary-in-Charge
CSEZ Authority
CSEZA Admin. Bldg.
Kakkanad, Cochin -682037**

**NOTICE INVITING TENDER FOR SUPPLYING VEHICLES WITH DRIVERS ON
MONTHLY HIRE-BASIS FOR OFFICIAL USE OF COCHIN SPECIAL ECONOMIC ZONE
AUTHORITY (CSEZA), KAKKANAD, COCHIN**

I. INTRODUCTION

1. Tenders in the prescribed form on monthly rate basis are hereby invited on behalf of the Chairman, CSEZA for providing two vehicles (Model 2019 onwards with commercial registration) for official purpose for Cochin Special Economic Zone Authority (CSEZA), Kakkanad, Cochin as per the scope of services detailed in this NIT document for an estimated cost of Rs.8.40lakh (Annual) excluding GST as applicable for 01 years.
2. Details of vehicle required: - Two numbers of neat and clean AC vehicle in good condition not greater than 2years old, with sitting capacity 1+4 (Twelve hours daily duty, viz. 8:00AM to 8:00PM; with a limit of 2000 km. per month) with fuel and driver.
3. If needed, the vendor should be able to provide more vehicles at the same rates and terms and conditions. Also, this office may surrender one of the vehicles, if not needed by this office with a prior notice period of one month.
4. The contract period shall be for one year with the provision of further extension as per mutually agreed terms for another six months, subject to a maximum period of three years including initial period.
5. Tender document consisting of conditions of contract can be downloaded from our website:
<https://www.csezauthority.in/tenders/>;
<https://eprocure.gov.in/epublish/app>
6. The Firms fulfilling the following criteria are eligible to participate in the tender:
 - 5.1 **Experience:** Following experience of having successfully executed work of providing similar type Vehicles for Government Departments during last 5 (Five) years ending on 31st July. 2021:
 - a) Three similar completed work costing not less than 40% of estimated cost
 - b) Two similar completed work costing not less than 60% of estimated cost
 - c) One similar completed work costing not less than 80% of estimated cost
 - 5.2 **Capability:** Firm must have average annual turnover of 30% of estimated cost during last 3 (Three) consecutive financial years (ending on March 2020). Details of the audited annual turnover certified by Registered Chartered Accountant must be provided along with the bid.
 - 5.3 **Registrations:** Firm must have all the statutory registrations with appropriate government authorities related to work of Providing vehicle on hire basis. Details of the same must be provided along with the bid. Firm must have an office in Cochin.
 - 5.4 Details of Vehicles available & their Valid Documents (Model 2019 onwards with commercial registration) to be submitted:
 - a) Shall have minimum two vehicles as standby either in the name of tenderer or attached to them by duly Registered Power of Attorney (POA).
 - b) All the vehicles including standby vehicles shall be with all the legal documents valid viz.

Commercial Registration Certificates, Insurances, Fitness Certificates, Road Taxes paid, etc.

7. Submission of Tender (Two Bid System):

a) Tender shall be submitted in two separate sealed envelopes containing “**Technical Bid**” and other “**Price/Commercial Bid**”, the two envelopes to be kept in a master envelope. A master envelope containing both the Technical Bid and commercial Bid duly sealed and super scribing the name of work shall be deposited / submitted in the tender box kept in Office of the Development Commissioner CSEZ, CSEZ Administrative Building, Seaport Airport Road, Kakkanad, Cochin -682037.

b) Following documents shall be submitted along with **Technical Bid (Envelope-A)**:

- Letter indicating the capacity and authority of individual signing the Tender.
- Proof of Providing Vehicles to user agency as detailed in this tender.
- Satisfactory Performance Certificate from user agency as detailed in this tender
- Photo copy of Annual Reports/Balance Sheets/Profit Loss Accounts duly audited by Chartered Accountant as detailed in this tender
- Photocopy of PAN number issued by Income Tax Department.
- Copy of GST Registration
- List of Vehicles suitable for this scope with the details as per table given below:

Particulars	Vehicle 1 (proposed)	Vehicle 2 (proposed)	Vehicle 2 (Standby)	Vehicle 3 (Standby)
Make & Model				
Year of Manufacture				
Registration No.				
Road Tax Paid up to				
Insurance validity				
Fitness Validity				
Name of owner or power of attorney (if attached with owner).				

- Proof (attested Photocopies) of all documents of vehicles as listed above and Registered Power of Attorney (If vehicles are not in the name of Tenderer) for two standby vehicles.
- Duly filled and signed Declaration by Bidder as per the proforma **Annexure- II**.
- Duly signed Unconditional Letter of Acceptance as per the proforma **Annexure- III**.
- Duly signed NIT.
- Certificate stating that, none of his relative is working in CSEZA/CSEZA Authority or associated firms attached to CSEZA/CSEZAA.
- Duly signed check List as per the proforma **Annexure-IV** (Please see Note-2 below)

Note:-

1. If the tender is not accompanied by all the documents mentioned above, the same is likely

to be rejected out rightly. Promise for subsequent submission of any of the above mentioned document, may not be considered. The decision of CHAIRMAN, CSEZA shall be final and binding in this regard.

2. All the above documents along with the check list (Annexure III) at the top of the Technical Bid should be submitted.

- c) **Price Bid (Envelope-B):** Price bid must be submitted in the format as per **Annexure-I** on the Company's letter head in a separate envelope. The offer of the firm who fails to submit their offers in separate sealed envelopes specifying clearly the Price/Commercial and Technical Bid will not be considered.
8. Tender shall be submitted/deposited as prescribed in this NIT on or before 28.08.2021; 5.00 P.M
 9. Technical Bid will be opened on 28.08.2021; 5.00 P.M. and the date and time of opening of Price Bid will be tentatively on 30.08.2021; 5.30 P.M. or as intimated in due course of time to technically qualified tenderer. If any of the above dates are declared as holiday, the bid opening shall be postponed to next working day without any prior intimation.
 10. The contractor, whose tender is accepted, will be required to furnish security deposit for the due fulfillment of this contract, which amount to a sum equal to 3% of the total quoted price for one year (excluding GST) in the form of Irrevocable Performance Bank Guarantee from a Nationalized Bank or Scheduled Bank (other than Co-operative bank.) as per Performa approved by CSEZA. A draft Performa is given in the tender document at **Annexure-V**. No interest on security deposit is payable by CSEZA.
 11. The acceptance of a tender will rest with the Chairman, CSEZA, who does not bind himself to accept the lowest tender and reserves to himself the Authority to reject any or all the tenders received without the assignment of any reason. All the tenders in which, any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
 12. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable to be rejected.
 13. Rate shall be quoted in the form prescribed in Annexure I only.
 14. Special care should be taken to write the rates in figure as well as in words, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word "Rs." Should be written before the figure of Rupees and the word 'P' after the decimal figure and in case of words, the word Rupees should precede, and the word Paise should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities (Commercial Bid/Price Bid), the word "only" should be written closely following the amount. It should not be written in next line. In case of difference between the amount quoted in words & figures, the amount quoted in words will be considered as correct.
 15. The Chairman, CSEZ Authority, does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rate quoted.

16. The contractor shall not be permitted to tender for works in CSEZA (responsible for award and execution of contracts) if his near relative is posted as officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in CSEZA. Any breach of this condition by the contractor would render him liable to be removed from the contracts of CSEZA with forfeiture of SD.

Note:-

By the term near relative is meant wife, husband and parents, grandparents, children and grand children, brothers and sisters, uncle, aunt and cousin and their in laws.

17. The Contractor shall furnish a certificate that; none of his relatives are working in CSEZ/CSEZ Authority or associated firms attached to CSEZ/CSEZA.

18. No staff of related department to CSEZ and CSEZA is allowed to work as contractor, or his representative, for a period of two years of his retirement from the Service, without the previous permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

19. The tender for works shall remain open for acceptance for a period of **90 Days** from the date of opening of the tenders. If any Tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the Authority, then the CSEZA, shall without prejudice to any other right or remedy, be at liberty to forfeit the Deposit if any, absolutely.

20. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who have tendered for the same work. Failure to observe this condition would render tenders of the contractor tendering as well as witnessing the tender, liable to summarily rejected.

21. It will be obligatory on the part of the Tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement CSEZA, within 30 days from date of issue of work order.

22. This tender is not transferable.

(Sd/-)
Secretary-in-Charge
CSEZ Authority
CSEZA Admin. Bldg.
Kakkanad, Cochin -682037

II. GENERAL CONDITIONS OF CONTRACT

1. Tenders are invited on behalf of the Chairman, CSEZA for the work mentioned in this NIT.
2. The tender shall be submitted in the prescribed Form only.
3. Tenders are invited on the basis of two envelopes system as detailed in NIT.
4. The time period of contract shall be as mentioned in this NIT
5. A contractor shall not submit more than one tender.
6. No two or more firms in which an individual is working as Proprietor and/or Partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
7. The Authority as mentioned in NIT shall be the Accepting officer herein after referred to as such for the purpose of this contract.
8. Submission of a tender by a tender implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
9. All rates shall be quoted in Price Bid only. (As per proforma given in the Annexure-I of the tender form).
10. In this item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rate quoted is liable to be rejected.
11. Tenders shall be received by the Accepting authority upto the date and time as mentioned in this NIT only and shall be opened on the date and time as mentioned in this NIT in the presence of Tenderer who may be present.(Technical Bid-Envelope –A only)
12. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering and lowest evaluated bid in technically are commonly conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
13. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any major modifications.
14. A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of CSEZA as required in the specifications and contract documents. Any

modification in the terms and conditions of the tender, which are not acceptable to CSEZA, shall also be treated as a major modification.

15. A Tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
16. On acceptance of the tender, the details of the accredited representative (s) of the contractor who would be responsible for taking instruction from CSEZA should be communicated to CSEZA as per the proforma prescribed in **Annexure VI**
17. Taxes as applicable in respect of this contract shall be payable by the contractor and may be deducted at source. CSEZA will not entertain any claim whatsoever in this respect.
18. This tender document shall form part of the contract document/agreement.
19. Tenderer must indicate the capacity & authority of the individual signing tender.
20. CSEZA does not take responsibility for submission of tender send by post. Delayed tender shall not be considered.

(Sd/-)
Secretary-in-Charge
CSEZ Authority
CSEZA Admin. Bldg.
Kakkanad, Cochin -682037

III. SPECIAL CONDITIONS OF CONTRACT

1. Regular maintenance of the hired vehicles shall be under the scope of the contractor
2. Fuel and Driver for the hired vehicles shall be under the scope of the contractor
3. The vehicles should be in good working condition, hygienically cleaned and well maintained periodically. The vehicle should always have the RTO related documents, including PUC, Comprehensive Insurance Policy, Mini Fire Extinguisher and First Aid Box etc.
4. The driver must always be in Common uniforms and must be well mannered and courteous and should always carry mobile phone with him, as it will enable the officer to contact him at that time.
5. The Tenderer should ensure that after getting the contract the drivers deputed for service to this Office must bear good conduct moral character and do not have any Police records/ Criminal cases/ case under Motor Vehicle Act/case relating to moral turpitude (previous or pending) against them. The service provider should make adequate enquiries about the antecedents of the drivers before deputing them for service to this Office.
6. The driver(s) deputed on duty should carry valid driving license. They should also not have been involved in more than two punch or challan/s for negligent driving. The Service Provider should also ensure that they have arrangement for establishing contact and round the clock service. For this purpose, they should have adequate numbers of telephones/mobiles.
7. The drivers should be well conversant with the roads and routes in Ernakulam. The operation and functions of the drivers shall be governed as per the Motor Vehicles Act and Rules. The drivers should always remain with the vehicle during the entire period of duty. In case of any need, they should seek permission from the concerned officers.
8. The drivers of the vehicle provided must follow traffic rules and regulations prescribed by the Govt. from time to time. Drivers should be familiar with all places in and around Ernakulam District.
9. (a) The vehicle requires on all working days i.e. from Monday to Friday normally from **8:00AM to 8:00PM** i.e. for twelve hours daily and the vehicle will be needed on Saturday, Sundays and other holidays only in exceptional cases for which prior intimation as per requirements will be given. The monthly usage of vehicle shall be limited to maximum of **26 days in a month**; additional charges at the quoted rate shall be paid for usage of vehicle beyond 26 days in a month.
 - (b) Saturday, Sunday and other holidays will be covered in the definition of month.
 - (c) The supplier/firm/individual may quote the rate for running the vehicle up to 2000 KMs in a month (AC Car) alongwith rate for running with extra Kilometer beyond 2000 Kilometer and rate for extra hours running beyond the prescribed hours.
 - (d) The office will be responsible for the parking/toll charges when the vehicle is on official

duty. However, the transporter shall pay the parking charges during use and the same shall be reimbursed to the transporter on raising monthly bill.

- (e) If needed, the vendor should be able to provide more vehicles at the same rates and terms and conditions. Also, this office may surrender one of the vehicles, if not needed by this office with a prior notice period of one month.
10. The vehicles are required for official use as mentioned in the NIT.
11. The vehicle shall bear mark "ON DUTY WITH OFFICE OF THE DEVELOPMENT COMMISSIONER, CSEZ".
12. The operator and the driver shall be bound to carry out the instructions of the office assigned to the vehicle.
13. Any change in vehicle or driver will be allowed only in exceptional circumstances and that too with prior information/approval.
14. Any vehicle having year of manufacturing prior to 2019 will not be accepted. The vehicles shall be with Commercial Registration with related documents as mentioned in Notice Inviting Tender.
15. The contractor shall take prior permission of CSEZA for substitution of any vehicle in case of Break down/maintenance.
16. The intending contractor should own the vehicles in his name or in the name of firm or under duly registered power of attorney in favour of the contractor.
17. Contractor must name his liaison officer/representative to be available for coordination in connection with day to day running of the vehicle.
18. In case of breakdown or accident on any other exigencies involving any of the regular vehicles, the contractor will be liable to provide replacement of the same with comparable quality immediately. The details of any such substitution shall be submitted to CSEZA, on the same day.
19. LOG BOOKS:- The log book provided by CSEZA, for the purpose of various vehicles will be maintained by the contractor to record mileage for verification. In case of failure of milometer, the actual distance traveled shall be assessed by CSEZA, whose decision in this regard shall be final and binding. The contractor shall repair/replace such milometer within 3 days or otherwise pro-rata Km per day will be calculated.
20. MISCELLANEOUS:- The contractor should furnish full particulars of the vehicles, including details of standby vehicles in format prescribed in this NIT along with the Tender.
21. TDS on IT & GST or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor.

22. Contractor shall be responsible for compliance with all obligations and restrictions imposed under the Motor Vehicle Act and rules made there under as applicable on date.
23. The contractor shall be responsible for the acts/and accidents committed by the person employed by him either inside or outside operational area of CSEZ.
24. The Contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the CSEZA arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor, by third parties or by central, authority or any political subdivision thereof.
25. RUNNING & MAINTENANCE:- The vehicle will have to be kept in good operating condition at all the times. Procurement of fuel, lubricants, spare etc. will have to be arranged by the contractor at his own cost. All repair maintenance; checkup etc will have to be arranged by contractor at his own cost.
26. In case of major break down of the vehicle: The contractor for such reason shall immediately replace the same on temporary basis till the vehicle is made in order. If in the opinion of CSEZA, the vehicle so replaced is found unsatisfactory, this shall be replaced by another vehicle acceptable to CSEZA.
27. In case of total absence, the payment of the hire charges will be deducted on pro-rata basis for the day.
28. If the contractor makes default in replacement of vehicle for a period of 7 days in a month or performance of the contractor is not found satisfactory in the opinion of CSEZA or in case of any failure of contractual obligations, the CSEZA reserves the right to cancel the contract and to forfeit security deposit of the contractor. The CSEZA further reserves the right to recover from contractor any amount which may become due to the CSEZA even after adjustment from the security deposit.
29. PAYMENTS:- The bill shall be raised monthly by the contractor in triplicate along with necessary records of vehicles use as decided by CSEZA and be submitted to concerned Officer by 5th of each month and payment there of shall be made by CSEZA, by electronic payment directly into the contractors bank account, hence detail of bank account for NFT/RTGS may also be provided. The contractor should submit proof of deposit of GST if applicable; then only payment will be released.
30. In the event of any dispute the decision of CSEZA shall be final and binding on Contractor.
31. MODE OF MEASUREMENT FOR PAYMENT:- While computing the distance in kms., the distance covered for taking the vehicle for repair RTO passing etc. will not be taken in to consideration i.e. the number of kms that are covered furtherance of performing the schedule duty will not be taken in to consideration.

32. The total bill amount will be calculated by adding the extra km. and extra hours in case of more running respectively than the prescribed km. and hours ceiling.
33. DEFAULTS: - In case of breakdown of any vehicle, the contractor shall immediately replace the vehicle within One hour. Failure to replace the vehicle will entitle CSEZA to deduct an amount as desired to compensate the loss occurred to CSEZA in each such occasion.
34. In case the contractor fails to provide the vehicle requisitioned, the CSEZA reserves the right to hire such number of vehicles, as requisitioned from the market and the additional amount, if any, over and above the rates agreed to by the tenderer will be deducted out of the monthly bills/security deposit payable to the contractor. The amount stated by CSEZA shall be final and binding on the contractor.
35. In case the Tenderer provides the vehicle which is not roadworthy and in good conditions, CSEZA reserves the right to reject the vehicle.
36. In case milometer is not repaired within 3 days, penalty of Rs. 100/- for every day beyond three days will be imposed.
37. ARBITRATOR :- All disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof shall be settled by arbitration for which Arbitrator will be appointed by CSEZA. The applicable law will be the laws of India in force. The jurisdiction for all disputes will be within limit of Ernakulam Courts only.
38. TERMINATION OF CONTRACT:- Without prejudice to the right of termination provided under the GCC or without prejudice to any other remedy available to the contract in this behalf, the either party may terminate the contract at any time on giving not less than 30 days notice in writing. CSEZA shall terminate the contract if CSEZA, finds the quality or efficiency of the work performed by the contractor to be unsatisfactory of which CSEZA shall be the sole judge.
39. Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipments, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
40. If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, CSEZA reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the CSEZA whatsoever.
41. The contractor, whose tender is accepted, will be required to furnish security deposit for the due fulfillment of this contract, which amount to a sum equal to 3% of the total quoted price for one year (excluding GST) in the form of Irrevocable Performance Bank Guarantee from a

Nationalized Bank or Scheduled Bank (other than Co-operative bank.) as per Performa approved by CSEZA. A draft Performa is given in the tender document at Annexure-V. No interest on security deposit is payable by CSEZA.

42. After termination/expiry of the contract, the security deposit held by the CSEZA will be released to the contractor within a period of three months subject to realization of dues, if any to be made from the contractor.
43. SUBLETTING OF CONTRACT: - The work shall not be sublet/ assigned directly or indirectly to other agencies without prior written consent of the competent authority of the CSEZA.
44. AGREEMENT: - The NIT, scope of work, specifications, General Conditions of Contract, terms and conditions as specified above and Work order placed on successful Tenderer shall form the part of the agreement to be made with the CSEZA.
45. DECLARATION BY THE CONTRACTOR/TENDERER:- I/We hereby declare that none of the members or my/our relatives is relative of any employee of CSEZ/CSEZ Authority or associated firms attached to CSEZ/CSEZA and I/We also further declare that no Employee of CSEZA is/are a Director/Partner of my/Our firm/Company/Partnership/Proprietor.
46. The contract will start tentatively from 01.09.2021 and can be terminated in case of financial constraints/unforeseen circumstances after prior notice for which no damage/claim shall be entertained by the office.
47. During the period of this agreement, any matter which has not been specifically covered by this agreement shall be decided by the competent authority of this Office whose decision shall be final.

Signature of Tenderer : _____
Name : _____
Date : _____
Seal

(Sd/-)
Secretary-in-Charge
CSEZ Authority
CSEZA Admin. Bldg.
Kakkanad, Cochin -682037

SCHEDULE OF RATES - PRICE BID

(ANNEXURE-I)

(On Company's Letter Head)

PROVIDING TWO UMBER OF NEAT AND CLEAN AC VEHICLE IN GOOD CONDITION NOT LESS THAN 2YEARS OLD, WITH SITTING CAPACITY 1+4 AS PER THE CONDITIONS PRESCRIBED IN THIS NIT			
Vehicle timing & running km. ceiling	Monthly Hiring charges in INR for Nine and half to Twelve hours daily duty(8:00AM to 8:00PM) with a limit of 2000 km. and 26 days per month with fuel and driver	Rate in INR for Extra Km	Rate in INR for Extra Hr.
Quoted Amount (In Figure) per month*			
Quoted Amount (In Word) per month*			
Total Quoted Amount (In Figure) for 1 year*			
Total Quoted Amount (In Word) for 1 year*			

Additional charges for usage of vehicle beyond 26 days in a month shall be Rs.,,,,,,,,,,,,,, (Rupees.....Only)* for 12 hr duty and 150km.

** Quoted price should be exclusive of GST. Price quoted must include all expenses no other claims over and above the aforesaid amount will be entertained. Parking fee and toll fee shall be paid as per actual along with monthly bill on production of original bill.*

VALIDITY OF OFFER: 90 DAYS.

Signature of Tenderer : _____
Name : _____
Date : _____
Seal

DECLARATION BY BIDDERS

(ANNEXURE – II)
(On Company's Letter Head)

To,

Chairman, CSEZA
CSEZ Admin. Bldg.
Kakkanad -682037

I/We have read and examined the all the documents relating to the work of PROVIDING TWO VEHICLE ON MONTHLY BASIS FOR COCHIN SPECIAL ECONOMIC ZONE AUTHORITY (CSEZA), KAKKANAD, COCHIN.

I/We hereby tender for execution of the work referred to in the aforesaid documents upon the terms & conditions contained or referred to therein and in accordance in all respects with the specifications and other relevant details for the period (s) of completion as stipulated in this NIT. In consideration of I/We being invited to tender and promise by CSEZA to consider the award of work if I/We are found to be the lowest responsive bidder as stipulated in the condition of the contract, I/We agree to keep tender open for acceptance for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms & conditions which are not acceptable to CSEZA, I/We agree that CSEZA shall, without prejudice to any other right or remedy, be at liberty to forfeit the deposit, if any absolutely and I/We shall not be considered as unsuccessful tendered for the purpose of return the deposit, if any as provided in the notice inviting tender. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms, conditions & provisions of aforesaid documents. If after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions I/we agree that CSEZA shall without prejudice to any other right or remedy, be at liberty the forfeit the deposit, if any absolutely and take suitable action against me/us as deemed fit under the terms & conditions of the contract.

I/We agree that should CSEZA decide to forfeit the deposit, if any as aforesaid, unless a sum equal to the deposit, if any mentioned above is paid by me/us forthwith, CSEZA may at its option recover it out of the deposit and in the event of deficiency, out of any other moneys due to me/us of otherwise. If the tender is accepted, I/We agree that the deposit if any at the time of tender shall be adjusted towards the security deposit and the balance security deposit shall be paid by me/us in terms of terms & condition of Contract.

Whereas I/We have carefully read the terms incorporated in the general conditions of the contract as well as terms & condition of work and whereas I/We do agree to abide by rules and regulations and obligations to be fulfilled under this tender documents. I/We hereby quote the following rates for the performance of, the contract taking into consideration charges and other overhead charges i.e. salary and wages of person(s) provided by me including payment of all taxes.

Signature of Tenderer : _____
Name : _____
Date : _____
Seal

UNCONDITIONAL LETTER OF ACCEPTANCE

(ANNEXURE –III)
(On Company's Letter Head)

To,

Chairman, CSEZA
CSEZ Admin. Bldg.
Kakkanad -682037

Subject: PROVIDING TWO VEHICLE ON MONTHLY BASIS FOR COCHIN SPECIAL ECONOMIC ZONE AUTHORITY (CSEZA), KAKKANAD, COCHIN - **Unconditional letter of acceptance-reg.**

Sir,

It is certified that I/we have read and understood the terms and conditions of the tender for PROVIDING TWO VEHICLE ON MONTHLY BASIS FOR COCHIN SPECIAL ECONOMIC ZONE AUTHORITY (CSEZA), KAKKANAD, COCHIN and agree to abide by the same. In case, this provision of the tender is found violated after opening "Technical Bid", I/we agree without prejudice to any other right or remedy, be at liberty of CSEZA.

It is certified that I/we shall abide to follow all the statutory rules/guidelines in force with respect to the contract without any additional burden to CSEZA.

I/We hereby declare that none of the members or my/our relatives is relative of any employee of CSEZ/CSEZ Authority or associated firms attached to CSEZ/CSEZA and I/We also further declare that no Employee of CSEZA is/are a Director/Partner of my/our firm/Company/Partnership/Proprietor.

Signature of Tenderer : _____
Name : _____
Date : _____
Seal

CHECK LIST

(ANNEXURE –IV)

(To be submitted with the Technical Bid preferably in files duly paginated and keep it at top of technical Bid).

Description	Documents Attached/Details
Eligibility Criteria and proof as per NIT	
Letter of authority to sign tender	
Proof of Providing & Operating Vehicles	
Satisfactory Performance Certificate	
Annual Report indicating Annual Turn Over	
GST Registration	
PAN number	
List of vehicles with details as per NIT	
Letter of Unconditional acceptance (Annx.-II)	
CSEZA's tender document duly signed	

Signature of Tenderer : _____
Name : _____
Date : _____
Seal

DRAFT FORMAT OF PERFORMANCE BANK GUARANTEE

(ANNEXURE –V)

(To be submitted by successful bidder)

To

The Chairman,
Cochin Special Economic Zone Authority,
Kakkanad.

In consideration of the Cochin Special Economic Zone Authority (CSEZA) having agreed to sign an agreement with M/s. to (hereinafter called ‘service provider’) for supplying vehicles with drivers on monthly hire-basis for official use of Cochin Special Economic Zone Authority (CSEZA) as per the agreement No. (hereinafter called ‘the said agreement’) on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. (in words) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement. We (*indicate the name and address and other particulars of the Bank*) (hereinafter referred to as ‘the Bank’) at the request of service provider hereby irrevocably and unconditionally guarantee to CSEZA that the service provider shall render all necessary and efficient services which may be required to be rendered by service provider in connection with and/or for the performance of the said service provider and further guarantees that the service which shall be provided by service provider under the said agreement, shall be actually performed in accordance with terms & conditions of service provider to the satisfaction of the CSEZA.

2. We, the Bank, hereby undertake to pay CSEZA an amount not exceeding Rs.(Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by CSEZA by reason of any breach by the said service provider of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank, hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs..... (RupeesOnly) to the CSEZA to secure due and faithful performance by service provider of all his/their obligations under the said agreement.

4. We, the Bank, hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CSEZA stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the CSEZA by reason of breach by the said service provider of any of the terms or conditions contained in the said agreement or by reason of service provider's failure to perform any of its obligations under the said agreement.”

5. We, the Bank, hereby agree that the decision of the CSEZA as to whether service provider has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the CSEZA by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of one and half years from the date hereof and that it shall continue to be enforceable till all the dues of the CSEZA and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CSEZA satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said service provider and accordingly discharged this guarantee.

(b) The CSEZA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the CSEZA against the said service provider and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said service provider or forbearance act or omission on the part of the CSEZA or any indulgence by the CSEZA to the said service provider or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against service provider shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the CSEZA exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by service provider.

7. We, the BANK, undertake not to revoke this Guarantee during its currency except with the previous consent of the CSEZA in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until Year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

DateDay..... For (Name of Bank)

In the presence of Witnesses:

Signature
Name
Occupation
Address

Signature
Name
Occupation
Address

Place
Date

Place
Date

DETAILS OF THE ACCREDITED REPRESENTATIVES OF THE CONTRACTOR

(ANNEXURE –VI)

(On Company's Letter Head)

Details	Primary Contact Person	Alternate Contact Person
Name		
Designation		
Contact Number		
Alternate Contact Number		
E-mail Address		

Signature of Tenderer : _____

Name : _____

Date : _____

Seal

DRAFT FORMAT OF AGREEMENT

(ANNEXURE –VII)

(To be executed by successful bidder)

This Agreement is made on this.....day of BETWEEN represented by(hereinafter referred to as the ‘CSEZA’ or ‘CSEZA’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and, , represented by (hereinafter referred to as ‘Agency’ or ‘Contractor’ or ‘Service Provider’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the CSEZA invited e-tender vide NIT No.: for **“Supplying Vehicles With Drivers on Monthly Hire-Basis for Official use of Cochin Special Economic Zone Authority (CSEZA), Kakkanad, Cochin”** and the Agency submitted bids in response of the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Contractor has been accepted and the CSEZA has awarded the Service of **“Supplying Vehicles With Drivers on Monthly Hire-Basis for Official use of Cochin Special Economic Zone Authority (CSEZA), Kakkanad, Cochin”** vide Work Order dated and the Contractor submitted a signed copy of the Work Order as a token of acceptance giving rates/amounts accepting the terms and conditions as stipulated in the Work Order.

NOW THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

1. The bid submitted by the Agency for the scope of services/Service specified in the NIT and Work Order at the rates/amounts specified in consideration of all the terms and conditions in the NIT is accepted.
2. Agreement shall be valid for a period mentioned in the NIT and Work Order from the date of issue of the Work Order unless revoked earlier. Further extensions will be considered as per the provisions of Work Order and NIT.
3. The Agency agreed to abide by and fulfil all the terms and provisions of the said conditions of contract in default thereof forfeit and pay to CSEZA the sum of money mentioned in the said conditions.
4. It is mutually agreed that the offer in its entirety shall form part of this agreement.
5. Contract Value : Rs..... (Rupees Only) exclusive of GST.
6. Security Deposit : Rs..... (Rupees Only), A sum equal to 3% of the total quoted price for one year (excluding GST) in the form of Irrevocable Performance Bank Guarantee from a Nationalized Bank or Scheduled Bank (other than Co-operative bank.) as per Performa

approved by CSEZA

- 8. Contract Period : The contract period shall be from the date of issue of the Work Order to the Contractor. The above period shall be extended only with the written approval of the CSEZA.
- 9. Billing and payment : Billing should be in the name of “.....”. Monthly bills will be paid on submission of bills after completion of each month. CSEZA shall make the payment of bills after due verification of the conditions.
- 13. Statutory Regulations : The Contractor should follow all the prevailing statutory regulations with respect to safety, labour welfare, traffic control, insurances etc. without any additional burden to CSEZA.

Apart from the above conditions, the following documents shall also form part of the agreement:

- 1. Notice Inviting Tender (NIT) Document
- 2. Contractor’s Bid
- 3. Work Order
- 4. Copy of Security Deposit

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written at Cochin.

For **Contractor**

For **CSEZA**

(seal of company and address)

(seal of company and address)

In the presence of witness:

- 1.
- 2.

In the presence of witness:

- 1.
- 2.