



COCHIN PORT TRUST

GENERAL ADMINISTRATION DEPARTMENT

www.cochinport.gov.in

E- TENDER DOCUMENT

FOR RUNNING CANTEEN AT MARINE BUILDING

COCHIN PORT TRUST

**OFFICE OF THE SENIOR WELFARE OFFICER
COCHIN PORT TRUST
COCHIN-9**



TABLE OF CONTENTS

SI.No.	Index	Page No.
1.	Tender Particulars	3
2.	General Information	4
3.	Instructions to the Tenderers	5
4.	Terms & Conditions of Contract	12
5.	List of Documents to be submitted for Technical Bid Schedule-A	31
6.	Price Bid Document (Schedule-B)	32
7.	Format of Application and Declaration (Annexure I)	33
8.	Format of Agreement (Annexure-II)	35
9.	Format of Declaration In-Lieu of EMD/Bid Security(Annexure-III)	36



TENDER PARTICULARS

- | | |
|--|---|
| 1. Department | : General Administration Department |
| 2. Officer Calling Tender | : Secretary |
| 3. Tender Title | : E-Tender for Running Canteen at Marine Building of Cochin Port Trust |
| 4. Product Category | : Service |
| 5. Tender Value (Reserve Price) | : Rs.35,000/- (Premium) |
| 6. EMD | : Nil |
| 7. Cost of Tender Document | : Nil |
| 8. Tender Type | : Service Contract (One year) |
| 9. Availability of Bid Document | : Date: 21-09-2021 Time: 04.00 pm |
| 10. Start date of uploading by bidders | : Date: 21-09-2021 Time: 05.00 pm |
| 11. Last date of submission of Bid | : Date: 11-10-2021 Time: 10.30 am |
| 12. Technical Bid opening | : Date: 11-10-2021 Time: 11.00 am |

Contact Persons Particulars

- | | |
|-------------------------|--|
| 1. Name and Designation | : Smt. C. Premakumari, Secretary |
| 2. Address | : Cochin Port Trust, Willingdon Island, Cochin-682 009, Kerala |
| 3. Email ID | : secretary@cochinport.gov.in |
| 4. Phone No. | : 0484-2582108, 2582101 |

GENERAL INFORMATION

1. SCOPE OF WORK:

- i. The tender is for running Canteen at Marine Building of Cochin Port Trust, for one year.
- ii. The Canteen building with existing facilities/equipment will be handed over by Canteen Managing Committee of CoPT in as is where is the condition to the contractor. All additional facilities required for operating canteen will be procured and installed by the contractor at his own cost. Such additional equipment added by the contractor shall be taken back by the contractor on expiry of the contract period.

2. MINIMUM QUALIFICATION CRITERIA, (MQC)

The bidder should have;

(i) three years experience (during 2015-21 period) in running Canteen (having supply of food items specified in the menu at Sl. No. 26 of this tender document) in reputed organizations having at least 100 employees or hospitals having at least 100 beds, in the State of Kerala . Copy of work order and experience certificate towards successful running of canteen as per the above condition from the organization concerned should be submitted along with tender.

(ii) valid FSSAI, GST, PAN, ESIC and EPFO registrations. (Copy of relevant certificates should be submitted along with tender document).

INSTRUCTIONS TO THE TENDERERS

1. The Tenderer is expected to examine all instructions, forms, terms and conditions etc. in the tender document. Failure to furnish any information or documentation required by the tender documents may result in the rejection of the tender.
2. Tender document can be downloaded from the e-Tendering portal www.tenderwizard.com/CPT. The Tender documents are also available in websites www.cochinport.gov.in and www.eprocure.gov.in/cppp which can be downloaded.
3. Bids along with tender documents duly filled in, signed and sealed on all pages shall be submitted **online only**. Cochin Port Trust may at its discretion extend the date and time for receipt of tenders. No bids by Telex / Telegraph / Fax will be accepted.

4. Submission of Bid

The bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid** through e-Tender mode.

For online submission of **Technical Bid**, scanned copies of the Documents mentioned in **Schedule A** have to be submitted through e-Tendering mode only on www.tenderwizard.com/CPT.

Price bid (Schedule-B) in the provided format (MS-excel format uploaded in the website) shall be submitted only through e-Tendering mode on www.tenderwizard.com/CPT.

5. Information Required in the Bid

All pages of the Tender Document shall be duly signed and sealed by the Tenderer. The Tenderer should not indicate his offer price anywhere directly or indirectly and any such offer or indication shall disqualify the Tenderer forthwith. Corrections if any shall be initialled and sealed properly. Disclosure/indication of the offer price(s) in the Technical Bid shall make the Tender disqualified and rejected. Scanned copy of List of documents as mentioned in **Schedule A** should be submitted.

Part II: Price Bid shall contain the details as given in **Schedule-B** of the Tender Document as issued and shall be complete in all respects. The price bid shall be submitted **online only** in MS-excel format uploaded in the website www.tenderwizard.com/CPT, and as indicated at SI.No. 4 of Instructions to the Tenderers.

6. The tender shall be submitted by (1) an individual or (2) a proprietary firm (3) a Registered Partnership firm or (4) by a Limited Company. **The name and address of the Tenderer shall be entered in the space provided in “Price Bid”**. In the event of the tender being submitted by a registered partnership firm, it must be signed on their behalf by the partner holding a power-of-attorney, duly authenticated by Notary Public, authorizing him to do so and to bind all the partners in all matters on the contract. Such power-of-attorney has to be attached with the tender along with a certified copy of partnership deed and registration certificate. In case of a company, the bid shall be submitted by a person authorized by the company and a resolution of the Board of Company, shall be submitted along with the tender, authorizing such person to bid the tender, sign the tender documents and for carrying out all activities in connection with the tender, when awarded. In case of the Proprietorship concern, a self declaration along with proof is to be submitted. **Joint Ventures will not be considered for this tender.**
7. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure’s OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration (Annexure –III) shall be furnished as per the format enclosed. Bids without Bid Security Declaration will be rejected.
8. Document submitted shall be duly filled in, all schedules and annexure as required, signed and stamped in all pages as a token of acceptance of all the conditions mentioned in the document, while submitting the Tender online.
9. The acceptance of a Tender will rest with the Cochin Port Trust who does not bind themselves to accept the highest Tender and reserves to themselves the authority to reject any or all the Tenders received without assigning any reason whatsoever.
10. The minimum Premium payable to Cochin Port Trust will be **Rs.35,000/-** (Rupees thirty five thousand only) per annum for Canteen. Bidders have to quote above the said reserve price. The Price Bids with an amount less than Rs. 35,000/- shall be rejected. The successful bidder will be the one who quotes highest, over and above Rs. 35,000/-.
11. Bidders are required to submit their price bid as mentioned at **Schedule-B** in MS-excel format in the website www.tenderwizard.com/CPT, and as indicated at Sl. No. 4.
12. The tenderer shall complete all the Schedules with all the information called for therein and sign with the date and seal on all the pages of the Tender Document and the Schedules. Any Tender not so complete is liable to be rejected. The Tenderer should not submit their offer with any conditions/ counter conditions anywhere in the Tender Document. The conditional Tenders, if any, shall be considered as non-responsive and shall be summarily rejected.

13. The Tender should be written legibly and free from erasures and over writings or conversions of figures. Correction where unavoidable should be duly attested by the signature (s) of the Tenderer (s) with dates.
14. **OPENING OF THE TENDERS:**
- i. **Bid Opening – Technical Bid(s)**
- Technical Bid:** Technical Bid(s) shall be opened online in the office of the Sr.Dy.Secretary, Cochin Port Trust as per the date and time fixed in the schedule. If Bid submitted contains any deviation from the Bid Document then the Bid will be rejected and the Bidder will be informed accordingly. The Price Bid submitted in e- mode by such tenderers will not be opened.
- ii. **Bid Opening – Price Bid**
- (i) The price bids shall be opened online only. The price bid of the qualified bidders only will be opened on a date intimated by Cochin Port Trust.
- (ii) Price Bid(s) shall be for an amount more than the premium as mentioned at Sl.No. 10 above. Price Bids with an amount less than minimum premium shall be rejected.
15. The tender shall remain valid and open for acceptance for 90 days from the last date fixed for receiving the same. CoPT reserves the right to extend the period of validity for a specific time as may be required by CoPT. The request and response there to shall be made in writing by post or by fax or by email. However, in the event of the Tenderer agreeing to the request, they will not be permitted to modify the Tender.
16. CoPT will determine whether the tender is substantially responsive to the requirements of the "Tender Documents". For this clause, a substantially responsive tender is one which inter alia conforms to all the terms & conditions of the Tender Documents and technically suitable. The Tenderer shall carefully submit all the documents as required under the Tender, failing which the offer is liable to be treated as non-responsive.
17. To assist in the examination, evaluation and comparison of Tenders, CoPT may ask Tenderers individually for clarification and response to the same by the Tenderer shall be in writing by post or by fax or by email. However, no changes in price or substance of the Tender shall be sought, offered or permitted.
18. **DETERMINATION OF RESPONSIVENESS:** The Tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the Tenders to determine whether the Tender is substantially responsive to the requirements of the Tender Documents.

19. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.

20. ACCEPTANCE OF TENDER:

- i. The minimum Premium payable to Cochin Port Trust will be **Rs.35,000/-** (Rupees thirty five thousand only), per annum for Canteen. The successful bidder will be the one who quotes highest, over and above Rs. 35,000/-.
- ii. The tenders that do not fulfil any of the above conditions or are incomplete in any respect are liable to be rejected.
- iii. It is not binding on the Tender Evaluation Committee to accept the highest premium tender. The Tender Evaluation Committee reserves the right to accept any tender or to reject any tender or all tenders without assigning any reasons thereof and the bidder shall have no right whatsoever, to challenge the same
- iv. The Tender Evaluation Committee constituted for the purpose reserves the right to reject the tender on receipt or on the evaluation of those tenderers whose past performance has been found not satisfactory. The decision of the Tender Evaluation Committee in this respect shall be final.

21. AWARD OF CONTRACT: Subject to other satisfactions of tender conditions, the CoPT shall award the Contract to the Tenderer whose offer has been determined to be the highest rate evaluated Tender and is substantially responsive to the Tender. However, Cochin Port Trust does not bind to accept the H1 bid or any bid and reserves the right to reject all or any bid without assigning any reason whatsoever. Cochin Port Trust reserves right to annul the bidding process at any time without assigning any reasons thereof.

22. LETTER OF ACCEPTANCE (LOA):

- i. Before the expiration of the period of Tender validity or extended validity, the CoPT shall notify the successful Tenderer, in writing, that his Tender has been accepted. The **contractor shall sign an agreement within 05 days of receipt of the LOA, and after submitting the Security Deposit.** Until a formal contract is prepared and executed, the notification of award and form of the tender shall constitute a binding contract. **The contractor must commence the work within 05 days of receipt of the LOA.** The contractor shall remit the security deposit within 05 days of receipt of LOA.

23. LANGUAGE OF THE TENDER: The Tender submitted by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the CoPT shall be written in ENGLISH LANGUAGE. Any printed literature, other than in the English language shall be accompanied by an English translation, in which case for purpose of interpretation of the Tender, the English translation shall govern.

24. SECURITY DEPOSIT

- i. The successful tenderer shall submit an amount of **Rs 1,00,000/- (Rupees one lakh only)**, in the form of DD in favour of FA & CAO Cochin Port Trust, payable at Cochin as interest-free Security Deposit for the proper fulfilment of the terms and conditions of the contract, immediately after the issue of LOA and before the execution of the agreement.
- ii. **Only on successful completion of the contract, the security deposit will be refunded** to the Contractor without any interest whatsoever after deducting any amount due to CoPT/ and or statutory payments due from him.

25. EXECUTION OF DOCUMENT

- i. The tenderer shall be deemed to have full knowledge of all documents, the canteen premises, furniture, utensils and other infrastructure available in the Canteen and the submission of a tender by a tenderer implies that he/she has read all the conditions and has made himself aware of the facilities available in the Canteen and scope, specifications & other factors mentioned in the tender.
- ii. The successful tenderer will be required to execute an agreement specified Annexure-II at his expense on non-judicial stamp paper approximate stamp value of Rs.200/-in the prescribed form for the due and proper fulfilment of the contract within 05 working days, on receipt of LOA and after submitting Security Deposit.
- iii. In case the successful tenderer fails to deposit the security deposit and non-refundable premium and execute the necessary agreement within 05 working days from the date of receipt of letter of acceptance, Cochin Port Trust would be entitled to terminate the contract and cancel the Order. In addition, Cochin Port Trust will initiate action to suspend the Tenderer to participate in the Tenders invited by Cochin Port Trust for a period of two years.
- iv. The successful bidder shall deposit the premium amount quoted in the Price Bid, plus applicable GST, for **one year** by way of DD in favour of FA & CAO Cochin Port Trust. The Premium is non-refundable.

Signature of the bidder.....
Full Name of the bidder.....
Address.....
.....
Email.....
Mobile No.....

TERMS & CONDITIONS OF THE CONTRACT

1. The Contractor has to run Canteen at Marine Building of Cochin Port Trust, for one year. The Canteen will be handed over in as is where is the condition to the contractor. All additional facilities required for operating the canteen will be procured and installed by the contractor at his own cost. Such additional equipment added by the contractor shall be disclosed to the Canteen Managing Committee and the same shall be taken back by the contractor on expiry of the contract period, with the permission of Canteen Managing Committee.

2. Documents forming the contract

1. General Information.
2. Instructions to the bidders.
3. Terms & Conditions of the contract.
4. Annexure-I, i.e. Application and declaration of the Tenderer.
5. **The Letter of Acceptance (LOA)** issued by the Cochin Port Trust to the successful bidder shall be an integral part of this contract.

3. Duration of this contract

- i. The duration of the contract will be for **one year** from the date of allotment, and only on satisfactory completion, the contract may be extended for another one year, which is the sole discretion of the Canteen Managing Committee, and in such case the contractor shall execute a fresh agreement.
- ii. If the Canteen Managing Committee is satisfied with the service of the contractor the contract period can be extended or modified at the option of the Canteen Managing Committee for a further period of one year at such rates for food articles as may be mutually agreed by both parties.
- iii. The Contractor shall remit the same annual premium offered in the Price Bid for the extended period by way of DD in favour of FA & CAO Cochin Port Trust within 5 days of receipt of intimation; and shall execute a fresh agreement within 05 days on receipt of the intimation. If the Contractor fails to remit the premium, Security Deposit or execute the agreement within 05 days mentioned above, Cochin Port Trust would be entitled to terminate the contract and cancel the order considering the circumstances.
- iv. On the expiry of the terms of the contract, the contract will be terminated and the Contractor alongwith the workers employed by him/her shall vacate the premises.

4. Running of Canteen

- i. The Contractor is required to run the Canteen at Marine Building of Cochin Port Trust, Willingdon Island, as stated in Clause 1 above of Terms & Condition of Contract, for **one** year from the date of allotment order.

- ii. The Contractor shall not assign or transfer any of his rights under the agreement to any other persons and the Contractor or his/her authorized representative shall be made available in the canteens to supervise and manage the canteens during the working hours.
- iii. The Contractor should start the working of the Canteen within **Five (05) working days** on receipt of LOA by observing the formalities specified herein.
- iv. The Contractor shall introduce a token system for the supply of food items to the Port workers and staff on all days.
- v. The responsibility for procuring the provisions, food items, fuels, etc. and all other items required for running the canteen shall be entirely that of the Contractor.

5. Canteen premises and facilities

- i. The Canteen will be allotted to the Contractor on rent of Rs.1/- (Rupee one only) per square meter per month.

Area of the Canteen in sq.meter and rent per month is given below:-

SI No.	Name of Canteen	Area in sq.meter	Rent per month in Rs.
1.	Marine Canteen	350	350

- ii. The rent shall be remitted by the Contractor, every month, in advance, to the FA & CAO, Cochin Port Trust, for the use of canteen building.
- iii. The furniture and fixtures like dining tables, chairs, exhaust fan, ceiling fans, tube lights, kitchen/cooking equipment, wares and utensils in the kitchen will be provided on as is where is condition and without rental charges. However, the Contractor will be responsible for their safe custody and upkeep of the items. **The maintenance of the equipment/fixtures shall be carried out by the Contractor at his cost under intimation to the Canteen Managing Committee.** The Port Trust will retain the ownership of the Canteen buildings, furniture, kitchen equipment and other fixtures etc. All the above-said equipment must be maintained well and in proper working condition at every time.
- iv. The water and power supply to the Marine canteen are given free of charge as per the following schedule:-

SI No.	Name of Canteen	Water supply free of charge	Electricity free of charge
1.	Marine Canteen	5 KL per day	500 units per month

- v. For consumption over the above ceiling, the Contractor has to pay the charges as per the Tariff fixed by the Port Trust. The contractor will make arrangements for the installation of the water meter at his own cost and maintain properly. The non-supply of water and electricity will not relieve the contractor from the liability to run the canteen. If the Contractor fails to make payments towards rental, electricity and water the same will be recovered from the Security Deposit. The contractor has to recoup the shortfall in the Security Deposit by remitting the amount within 05 days on such intimation.
- vi. **Non-recoument of shortfall in Security Deposit shall deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Cochin Port Trust.**
- vii. The contractor shall use the premises ONLY for which it has been given by the Cochin Port Trust under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
- viii. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Canteen Managing Committee. The contractor shall always use and maintain the premises prudently and carefully as if it were his own.
- ix. The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.
- x. The Canteen Contractor shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization/person. At any time, it is detected that the canteen has been sublet or assigned to any other entity by the contractor, the Cochin Port Trust would be at liberty to terminate the contract forthwith without giving any notice to the contractor and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
- xi. The contractor shall not make any addition or alteration to the building of the said canteen premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Canteen Managing Committee.
- xii. The Contractor has to return all the items, such as furniture and fixtures, kitchen/cooking equipment, wares and utensils in the kitchen cook-wares, utensils and other items in the Canteen at the time of expiry of tenure of his contract period, in good working condition. If any damage/loss is noticed at the time of handing over of these items and other equipment, the Contractor has to compensate/replace those items to the Port, else the cost will be recovered from the Security Deposit as assessed by the Canteen Managing Committee.

- xiii. In case of any theft or loss of property, canteen contractor will be fully responsible and the contractor will have to make good of the losses so incurred to the Port, otherwise same will be deducted from the security deposit.
- xiv. The contractor should identify any leakage of water in and around the canteen premises and inform the Assistant Engineer (Civil maintenance) similarly for Electrical problems to the Asst. Engineer (Electrical maintenance) respectively and also the same to Canteen Managing Committee/CoPT.
- xv. Any shortage of fresh water should be informed to the Assistant Engineer (Water Supply) at 0484 2582465 at the earliest.
- xvi. The contractor shall make own arrangements for housekeeping, washing of utensils, disposal of used materials, waste management etc. and he/she shall submit waste disposal plan for approval of the Canteen Managing Committee within 05 days of taking over the contract. Deviations from such approved waste disposal plan will be taken seriously and expenses towards alternate waste disposal arrangement if any made by the Port will be recovered from their security deposit. In such events or repetition Cochin Port Trust would be entitled to terminate the Contract.

6. Cooking Gas

- i. Cooking gas-only be used as a cooking medium and no other fuel and it is a must. Only commercial LPG cylinders shall be used in the canteen at the expense of the Contractor. He should not use Firewood for cooking either inside or outside the kitchen.
- ii. The contractor has to maintain an LP gas maintenance register duly certified by an authorized LP gas agent/dealer once in a month. The cost/expenses for maintenance of the LP gas system has to be borne by the contractor only. No claim in this account or correspondence will be entertained.
- iii. The contractor has to take responsibility for the gas equipment and has to bear the expenditure towards consumption of the LP gas (commercial cylinders), repair, maintenance and replacement of the equipment as required. If any hazards, fire happens due to mis-handling of equipment or unavoidable circumstances, if anything happens to the canteen workers, furniture, utensils, property of CoPT, the contractor himself will be held responsible and cost of such damage will be recovered from the contractor. The contractor shall educate his/her canteen personnel to work with electrical appliances and gas equipment and make them follow good safety practices and good food handling practices.

7. Canteen Managing Committee.

- i. There will be a Canteen Managing Committee for Canteen at Marine Building of Cochin Port Trust for monitoring the running of Canteen.
- ii. The Contractor shall adhere to the decision of the Canteen Managing Committee and he will attend the meeting "on-call". The Canteen Managing Committee will meet once in every month or as and when required and will also conduct the periodic inspection concerning the quality of food and general cleanliness in the canteen, compliance to statutory contributions to ESIC/EPFO etc., and issue notice to the contractor for lapses if any. Also, the report will be submitted to the Secretary, CoPT, on every week mandatorily. The Canteen Managing Committee must ensure the compliance of terms and conditions under the Tender Document. If any violations of tender conditions are noticed action should be initiated by the Canteen Managing Committee against the contractor with immediate effect and same may be reported to the Secretary, CoPT.
- iii. Members of the Canteen Managing Committee will have the right to inspect the quality and quantity of items supplied in the Canteens and registers having details of salary payments/ESIC/EPFO contributions etc. The directions of the Convener of the Committee, Welfare Officer/Welfare Inspector and other statutory authorities if any, given in this respect should also be complied by the Contractor. Non-compliance of such instructions will be taken seriously and action will be initiated to cancel the contract.
- iv. The canteens shall be kept open for the Convener/Welfare Officer/Welfare Inspector or the Canteen Managing Committee Members for inspection at any time without notice. The contractor and the staff should abide by the various Acts, Rules and Regulations of Port/ Central Government and State government and should not violate the same and submit the necessary compliance report every month to the Canteen Managing Committee failing which the contract will be terminated.
- v. The Canteen Contractor or his authorized responsible representatives should be available in canteens always. His/her name should be intimated to the Canteen Managing Committee. The contractor shall be responsible for taking all the precautionary and safety measures for lives of the workers working under him and any person working in and around the area and the contractor shall be responsible for any mis-happening during the term of the contract and payment of any compensation etc., to them.
- vi. The Canteen Managing Committee reserves the right to alter or delete any of the terms of the contract after serving one month's notice to the contractor.

8. Complaint Mechanism

- i. The Canteen Contractor shall maintain a **Complaint Box/Book** in the canteen conspicuously wherein the consumers may register their complaints. The complaint box/book shall be opened/checked every week on the first working day by the Convener of the concerned canteen and take necessary action on such complaints within a week.
- ii. A compliance report shall be submitted to the Secretary, CoPT, by the Convener of concerned Canteen.
- iii. The Canteen Managing Committee shall be entitled to impose penalty/fine on Contractor in cases of defaults and negligence on his/her part or for complaints in the manner provided hereafter. Such penalty or fines shall be imposed by the Canteen Managing Committee according to the nature of the complaints. **The first penalty in such case would be to the tune of Rs. 3,000/- and Rs. 5,000/- the second time and Rs.10,000/- the third time. If the penalty/fine is not paid in 5 days Cochin Port Trust will be entitled to deduct such penalty from the Security Deposit. This will however not limit the right of the Committee to terminate the contract for non-performance.**
- iv. However, if the complaints of identical nature persist, the Cochin Port Trust would be at liberty to terminate the contract forthwith without giving any more notices.

9. Canteen Timing, Menu, Prices and Services etc.

- i. The Contractor shall not keep the Canteen closed. A fine of Rs. 10,000/- will be imposed on such closure of canteen service without the prior permission of the Canteen Managing Committee. This fine also if not paid in 5 days will be deducted from Security Deposit. Any such incident shall be treated as a breach of contract and suitable action including penalty shall be taken for the same by Cochin Port Trust, as it may deem fit.
- ii. The Canteen functioning at Marine building should be open on all days for 24 Hrs. The timing of canteen should be adhered according to the direction of the Canteen Managing Committee.
- iii. The Contractor shall supply all items as per the menu in good quality and quantity as specified at Sl.No.26. The menu should be displayed prominently inside the Canteen. The rates for customers 'other than port employees' should not exceed two and a half times the rate for 'port employees' for each item.
- iv. The Canteen for the use of the employees of Cochin Port Trust, including contractual workers/drivers engaged by the Port from time to time and Trainees/Apprentices and any

such other persons that the Port may permit. Without compromising the requirements of the Port employees, the Contractor shall be free to supply the items to other customers in the canteens at the rates quoted for "other than port employees". Such rates also must be displayed separately conspicuously in the canteens.

- v. Contractor shall finalize the items in a daily menu in advance in consultation with the Canteen Managing Committee and revise the items in the menu periodically.
- vi. The Contractor shall prepare and supply the items specified at Sl. No. 26, as per requirement for all days including Sundays and Holidays.
- vii. Food items shall be served by tongs only and the staff of the contractor shall wear Mask and Hand Gloves while serving food. If any sort of food poisoning, either minor or major, is reported from any of the canteen food, the complete responsibility shall be with the contractor. The contractor shall take immediate steps for the medical aid for the diners and any other consequential expenses fully at the contractor's own cost. Under such circumstances, the canteen contract can be terminated with the recommendation of the Canteen Managing Committee and the security deposit forfeited by giving a notice of 07 days.
- viii. The Contractor shall provide a weighing balance and weight so that the authorities may check the weight of any articles during the inspection. The contractor should not use plastic/polythene bags, cups and other such things etc., which are against the Govt. rules in force /harmful to the environment/ banned by Govt. Authorities.
- ix. The prices specified at Sl. No. 26 is fixed for the first year, however, if the Canteen Management committee decides to extend the period of contract for the second year, Canteen Managing Committee has the right to make any alteration/modification required for the food items and price list mutually agreed by both parties.
- x. The Contractor shall not prepare and sell any items of food articles other than those covered by the terms of this contract except with the written permission of the Canteen Managing Committee.
- xi. The Contractor shall not prepare and serve food items for outdoor catering purposes unless prior written permission is obtained from the Canteen Managing Committee.
- xii. The Committee will not guarantee the off-take of any minimum or maximum quantity of meals or other eatables etc., but the Contractor is bound to supply all the legitimate

requirements of the employees by way of meals, coffee, tea and snacks inside and outside the premises as and when found necessary.

- xiii. Port being an essential service, the supply of food material in the canteen should not be interrupted due to hartal, bundh or any kind of labour strike and the Contractor shall make necessary arrangement for the smooth operation of canteens during such times.
- xiv. The rates apply uniformly to all the Port employees working on regular/contractual/casual basis/trainees/apprentices and such other persons that the Port may permit.
- xv. The contractor must use good quality provision and fresh vegetables for making food items and those items must be purchased from reputed merchants.
- xvi. The contractor shall ensure the supply of purified drinking water at free of cost.
- xvii. Cooked food items shall not be kept in refrigerators and the food items once cooked shall not be recooked and served in any manner.
- xviii. It will be the responsibility of the Canteen Contractor to store the stock of materials purchased by him in a neat, tidy and hygienic manner, which must be kept in containers and the containers should be airtight.
- xix. No non-recyclable plastic or plastic containers are allowed to use in the canteens.
- xx. The stock materials required for making food items must be in good quality and good condition.

10. Food Safety License/Registration Number

- i. The Contractor should strictly observe all the rules and regulations, Bye-laws and also directions issued from time to time by the Central and State Government, local and other authorities and obtain necessary licenses, if any required, for running the canteen, engaging workers for preparation and serving food etc.
- ii. The Contractor shall also be liable to pay any fees, taxes, etc., levied by the local and other authorities. He/she should obtain/renew the license for running the canteens from the appropriate authorities of the Government of Kerala/Govt. of India, and the valid license should be exhibited in the canteen premises during the entire contract period for inspection by the competent authority.
- iii. As per the FSS Regulation, there is a mandatory requirement of displaying **FSSAI License/Registration Number** at premises. In addition to the existing mandatory requirement of displaying FSSAI License/ Registration Number, it will also be mandatory

for Food Business Operators(FBO) to display the **Food Safety Display Board for the restaurant** at Food Business Operators (FBO) premise. Hence, the canteen contractor must display **FSSAI License/Registration Number and Food Safety Display Board for the restaurant** at the Canteen premises within one month from the date of award of the tender, mandatorily. The copy of the **FSSAI License/Registration Number** should be submitted to the Canteen Managing Committee & Sr.Welfare Officer within one month from the date of award of the tender, mandatorily. ***Non-submission of such certificate within one month will tantamount to cancellation of the contract.***

11. Pre-Medical Examination of Canteen Staff

- i. Pre-employment medical examination should be done for appointing canteen staff. Periodic medical examination at least once in 6 months should be done for all canteen staff, which must include (a) routine blood examination (b) Rectum and bacteriological examination of faeces and urine and (c) other relevant tests like chest X-ray etc. if considered necessary. A register having record of such medical check up shall be maintained at the Canteen. The Contractor shall not employ or permit to be employed or allow entry or the presence in the premises of any person suffering from any contagious disease.
- ii. The Contractor at his expenses should make necessary arrangements for Medical Examination of the canteen workers, employed by him at the beginning of his term of the contract and also whenever found necessary by the competent authority and the certificate should be exhibited in the canteen premises for inspection by the competent authority. **The Contractor should submit the medical certificates within 10 days after awarding the contract.**

12. ESI & EPF Registration & Contribution in r/o Canteen employees

- i. Contractor shall have the ESIC & EPFO Registrations as per the requirement of the Act and comply with the provision of ESI & EPF as applicable to the canteen workers. The contractor shall regularly remit the employer's and employee's contribution to the ESI & EPF authorities through contractors ESI/EPF code and copy of receipts thereof shall be submitted to the Sr.Welfare Officer of Cochin Port Trust through the Convener of concerned Canteen, every month, on or before the end of the first week of every month, mandatorily.
- ii. The contractor shall maintain attendance register and wage register of the staff employed by the contractor and submit to the Sr.Welfare Officer of Cochin Port Trust through the Convener of concerned Canteen, every month, on or before the end of the first week of every month, mandatorily.

- iii. **Non-payment of the ESI & EPF contributions and non-submission of the copy of contribution receipts and attendance register and wage register within the time limit mentioned above shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Canteen Managing Committee.**

13. Deployment and removal of Workmen

- i. The contractor shall employ in running the canteen only such persons as are careful, skilled, experienced in their trades, dutiful, sober, and well behaved and rules compliant.
- ii. Worker(s) in the canteen shall be deployed after his/her deployment is cleared by the Canteen Managing Committee and for this purpose, the contractor shall provide the details of them including Police verification certificate at the time of signing the agreement, mandatorily. Thereafter, if any addition/alteration in the employees' list, thus the contractor may intimate the Canteen Managing Committee alongwith the Police verification certificate. The Contractor should get entry/exit pass for those workers and other persons required for the canteen functioning.
- iii. All the canteen workers shall under the control of the Contractor. For all purposes, the contractor is the employer of these canteen workers. Persons below the age of 18 and above 60 years shall not be engaged for work in the canteen.
- iv. The contractor will be required to post skilled manpower as may be needed to supervise and guide the skilled, semi-skilled as well as unskilled workers for proper completion of the work. The contractor shall issue the identity card, after approving from the Canteen Managing Committee for the employees engaged by the contractor and the identity card must be worn and displayed while the employees are on duty at the canteen. The contractor shall deploy adequate manpower to carry out the following jobs;
 - a. to cook the food items as per the requirements
 - b. for distribution of coupon, collection of money and to serve lunch
 - c. to provide clean drinking water at the table and collect used plates and glasses
 - d. to clean the tables, furniture items, floors and work areas and kitchen and all canteen areas
 - e. to wash the dishes with clean hot water and with branded detergent powder only.
- v. The Contractor shall ensure that the Canteen staff (both cooking and service staff) wears a clean uniform, cap covering head and hair and face mask.
- vi. The staff should not consume alcoholic beverages/smoke cigarettes/ chew pan masala etc. while present at the canteen.

- vii. All the workers shall invariably carry their ID Cards (to be provided by the contractor at its/his costs) and shall be produced to the Cochin Port Trust authorities and the Canteen Managing Committee Members whenever asked for.
- viii. The Contractor shall be responsible for strict adherence to discipline and good conduct by its workers.
- ix. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Port premises that the Cochin Port Trust does not deem appropriate to continue within the Port premises for administrative or any other reasons.
- x. The contractor shall have absolute authority regarding the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible for master and servant relationship with its workmen and the Cochin Port Trust shall have no concern, whatsoever, with all the above-mentioned matters.
- xi. The contractor shall be liable regarding any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by the provisions of any labour law being in force at the time besides other statutory liabilities.
- xii. The contractor shall further be liable to make good the loss to the property of the Cochin Port Trust if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
- xiii. The Contractor shall be responsible to remove their staff from the canteen premises on expiry of this agreement or termination thereof whichever is early.

14. Compliance of Statutory Obligations and Other Provisions

- i. It is understood that several enactments and laws would apply to the contractor, which shall mandatorily be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax or such other Acts, laws or regulations passed by the Central / States, Local Government, agency or authority.

- ii. For Employees" Compensation Act, 1923 and other Labour Acts etc., the Contractor shall be treated as an independent employer assuming sole responsibility for the employees working in the canteen. The persons engaged for work in the canteen, whether casual or otherwise shall have no lien or claim whatsoever on the Port. The Contractor shall be liable to account to the Port for loss caused to it arising in any manner as a result of any act or omission of those engaged for work in the canteen. So also the Port shall not be involved in any dispute or claims that may arise between the Contractor and those engaged by him/her to work in the canteen and to those who are the customers in the canteen or due to non-compliances of statutory requirements. The port is not liable for payment of any fees including any charges taxes etc., to the State or Central Government or any other authorities and to obtain permission if any required from any authorities.
- iii. The contractor shall ensure that no product shall be sold from the premises which are prohibited to be sold within the premises of the canteen, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
- iv. No alcoholic beverages of any description, cigarettes, pan masala items shall be handled, stored or served in the canteen under any circumstances.
- v. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and orders of other authorities, besides the instructions of the Cochin Port Trust, that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.
- vi. The decision of the Secretary, Cochin Port Trust in all disputes concerning the interpretation of the terms of the contract shall be final and binding on the Contractor.
- vii. It shall be Contractor's sole responsibility to protect his employee against accident from any cause and shall indemnify and protect the Canteen Managing Committee/Cochin Port Trust/employees of Cochin Port Trust against any claims for damages for bodily injury to person or property resulting from any such accidents
- viii. The contractor shall indemnify the Canteen Management Committee/Cochin Port Trust/officers/employees of Cochin Port Trust from any third party claim arising in any manner as a result of any act or omission of the contractor or those engaged by him.

15. Quality, Hygiene, & Cleanliness

- i. The contractor shall maintain the quality in the preparation of food items, constant supply of fresh cold and hot drinking water & availability of fresh items. **There shall be no compromise regarding the quality of items to be sold in the Canteen premises.**
- ii. The ingredients used for the preparation of the various food items by the Contractor shall be unadulterated and be of good quality. The supply of food, etc., should also be in hygienic conditions.
- iii. The medium of cooking and frying shall be in branded coconut oil only. Oil once used shall not be reused for any kind of cooking/frying purposes. For the preparation of Porotta/chappathi/snacks, hydrogenated vegetable oil should be used. **Palmolein oil and Dalda shall not be used as a cooking medium.**
- iv. In case the Contractor uses curry powder like chilly, turmeric, coriander etc., all these packed items must be of ISI quality standard or Agmark brands only.
- v. Milk supplied by MILMA only should be used in the canteen for making tea, coffee and buttermilk.
- vi. No item shall be stored/ kept in the Canteen after the date of expiry displayed on the packet.
- vii. The contractor is liable to supply a sample of food items for testing its quality by the authorized persons when intimated.
- viii. The contractor shall maintain full hygienic conditions in the Canteen, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, to maintain the standards and aesthetic values in the Canteen. The contractor shall also have to make his arrangements for safe storage of materials including the food items.
- ix. The premises should be kept well ventilated and well lit. No display/ encroachment is allowed outside the premises.
- x. The Contractor shall maintain a cordial relationship with Port employees and customers and should not give any room for complaints in the behaviour of his/her employees.
- xi. The canteen is intended primarily to cater to the employees of the Port Trust but the Port will have no objection to the Contractor providing food to others also in the canteen on his

responsibility without causing inconvenience to the Port Trust and Port employees. However, 50% of the seats in the Canteen shall be reserved for Port employees and display boards specifying “Reserved for Port staff” shall be placed on the tables.

- xii. It shall be the Contractor’s responsibility to collect all dues if any from its customers and the Canteen Managing Committee shall accept no responsibility whatsoever in this regard.
- xiii. The Contractor will be responsible for good quality hygienic meals, snacks, tea etc., and its proper service. The Contractor will be responsible for the conduct and behaviour of those working under him. If the Canteen Managing Committee does not approve the quality of the food items, the service or conduct or behaviour of Contractor and/or those working under him, or the breach of any of the terms of this contract the Contractor will be noticed and the Contractor is bound to show improvement or rectify the defect noticed **within 03 days** of the notice received, **otherwise the contract shall be terminated without further notice.**
- xiv. The Contractor shall keep the premises of the canteen, canteen hall, kitchen, all the furniture, utensils, fixtures, roof/wall, ceiling fans, exhaust fans, windows and ventilations including net and its glass, and any other fittings in clean, healthy and hygienic conditions to the satisfaction of the Canteen Managing Committee. He/she must also ensure that floor of canteen hall, kitchen, washbasins and other areas of the canteen are cleaned after each meal using the perfumed disinfectant. Mopping should be done after each meal. Entire canteen area shall be washed/sanitized on all days in a week. Surrounding areas have to be swept once in a week, especially on Saturdays/Sundays. All inside/outside drainages connected with Canteen in the canteen compound premises shall be cleaned using disinfectant/phenol by the Contractor.
- xv. A full-time Cleaner shall be engaged for continuous cleaning inside the Canteen to ensure cleanliness and shall not permit them to serve food in any manner.
- xvi. The Contractor shall ensure that all plates, vessels, tumblers etc are washed in boiling water after use every time and as often as is necessary. The Contractor will keep all brass and copper vessels in a perfectly tinned condition. The cost of tinning, repairs to copper, brass, stainless steel vessels and utensils, ovens, furniture, etc and fittings will have to be met by Contractor during the period of the contract after such items are entrusted to the Contractor.

- xvii. Groundwater tanks and overhead water tanks shall be cleaned once in two months by the Contractor.

16. Sanitation

- i. The Contractor shall make necessary arrangement for frequent sanitation in the Canteen building/restaurant area/tables/chairs etc. using disinfectant to the utmost satisfaction of the Cochin Port Trust/Canteen Managing Committee. It is the responsibility of the Contractor to remove all the garbage from the Canteen. He/she shall not place the waste, anywhere other than in the bin provided for the purpose. For any violation in this regard, the contractor will be liable to meet the expenses that may have to be incurred.
- ii. Hand wash/ Soaps should be provided at washbasins and phenols at toilets used by canteen workers. **The Canteen should not be used as a restroom/accommodation facility of canteen workers**

17. Fire & Safety

- i. Port Trust will provide all the fire fighting equipment and it is the responsibility of the Contractor that his people are also familiarized with the fire extinguisher. The Contractor should instruct his labourers to follow all safety rules.

18. Liabilities of GST and Other Taxes

- i. The contractor shall be liable for payment of GST to the respective department on items sold in the canteen. The Cochin Port Trust shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
- ii. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

19. Rent

- i. Rent shall be remitted by the Contractor, every month in advance, to the FA & CAO, Cochin Port Trust, for the use of canteen buildings, as per Sl. No. 5 (i) above.

20. Directives of Canteen Managing Committee

- i. The contractor shall carry out the work by this contract and the directives of the Canteen Managing Committee. The Canteen Managing Committee may, from time to time, issue further instructions, detailed directions and explanations regarding:

- a) The variation or modification in the menu of eatables including additions/omission or substitution.
- b) The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
- c) Inspection of raw materials, other equipment and utensils.
- d) Maintenance of proper hygienic conditions, cleanliness and neatness of all aesthetic values.

21. Contract Documents and their interpretations

- i. The original agreement shall remain with the Canteen Managing Committee while a photocopy thereof may be had by the contractor if it so wishes.
- ii. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Cochin Port Trust through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

22. Penal Provisions

- i. The Canteen Managing Committee will have the right to forfeit the deposit amount in whole or part thereof or demand for payment of the amount due to the Port Trust, by way of any loss or damage caused to or would be caused or to be suffered by the Port Trust because of any breach of contract or fine towards breaches any of the terms and conditions contained in the agreement or because Contractor fails to perform the agreement.
- ii. Even after serving the notice by the Canteen Managing Committee to make good, any shortcomings observed, if it is found that the quality or quantity of various items of food articles is lower than/inferior to that of the prescribed standard, poor cleanliness of Canteen or failure of any terms & conditions the Canteen Managing Committee shall have the power to impose a penalty of **Rs.3,000/-** for the first instance and **Rs. 5,000/- and 10,000/-** for second and third instances respectively. **This will however not limit the right of the Canteen Managing Committee to terminate the contract for breach of contract.**
- iii. The contract shall be terminated without any notice if it is found that the contractor makes any unauthorized payment directly or indirectly to any person/club on this behalf.

23. Termination of Contract

- i. Either party may terminate the contract by giving 90 days notice to the other party without assigning any reasons, whatsoever. The premises, all utensils, furniture and appliances entrusted to shall be returned on the date of such termination of the Agreement intact and in good condition. The contractor shall be liable to make good any loss or damage to such property on the date of such termination or within such reasonable time as may be determined by the Committee.
- ii. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract or in case of any breach of any of the condition of the contract.
- iii. Security Deposit will be forfeited in case the Contractor terminates the functioning of the Canteen within 6 months period from the award of the contract.
- iv. Any breach of terms and conditions above shall result in the forfeiture of the security deposit amount in full and may terminate the contract.

24. Emergency

In case of any critical situation declared by Cochin Port Trust, the Contractor has to suspend all his/her activities in the canteen and make arrangements for evacuation of his workers immediately to a safe place.

25. Jurisdiction

All matters and disputes under this contract shall be subject to the jurisdiction of Cochin City only.

26. Canteen Menu And Rates

SI No.	Food Items	Quantity (grams/ml)	The rate for Port employees is Rs.
1	Vegetarian meals/Supper/ Cooked rice/ Sambar/Pullisery/Moru/Rasam, Two side dishes (Thoran /Aviyal/ Kichady/ Mezukkupuratty etc)/ Pickle (Lime/ Gooseberry/ Puliynchi) Pappadam (Medium-1 or Small -2) Hot water (boiled with Jeerakam/Coriander).	700gm	25
2	Tea	175ml	7
3	Coffee	175ml	7
4	Dosa	75gm	6
5	Vellayappam	50gm	6
6	Iddali	50gm	6
7	Idiyappam	50gm	6
8	Puttu	75gm	6
9	Porotta	50gm	6
10	Chappathi/ Poori	50gm	6
11	Poori Masala	-	32
12	Uppumavu	150gm	15
13	Kadala Curry	100gm	10
14	Pees Masala	100gm	10
15	Kizhangu Curry	100gm	12
16	Vegetable Curry	100gm	15
17	Valsan	75gm	7
18	Ada	50gm	7
19	Uzhunnu Vada	50gm	6
20	Baji	50gm	6
21	Pazham Pori	30gm	6
22	Bonda	50gm	6
23	Sukheyam	50gm	6
24	Parippu vada	75gm	6
25	Undan Pori	50gm	6
26	Pathiri	50gm	6
27	Neyyappam	75gm	7
28	Unniyappaam	30gm	6
29	Masala Dosa	-	25
30	Ghee Roast	-	20
31	Ghee Meals	-	45
32	Biriyani (veg)	-	50
33	Beef Curry	75gm	40
34	Beef Fry	75gm	40
35	Fish Curry(small)	50gm	20

36	Fish Fry (small)	50gm	20
37	Fish Roast	-	40
38	Chicken Curry/Roast	-	45
39	Egg Roast (Duck)	-	20
40	Egg Roast (Chicken)	-	15
41	Omelette (Chicken)	-	10
42	Omelette (Duck)	-	16
43	Beef Biryani	-	55
44	Chicken Briyani(egg)	-	70
45	Liver Curry	75gm	40
46	Kanji	-	20
47	Tapioca	200gm	30

Signature of the bidder.....

Full Name of the bidder.....

Address.....

Seal

.....

Mobile No.....

SCHEDULE-A

List of Documents- Scanned copy to be submitted online

TECHNICAL BID

Sl.No.	Description of Documents	Remarks
1.	Application/declaration (Annexure-I)	Yes/No
2.	Tender Document duly filled (except price bid), signed and stamped on all the pages.	Yes/No
3.	Self-attested copy of FSSAI registration	Yes/No
4.	Self-attested copy of GST registration	Yes/No
5.	Self-attested copy of PAN	Yes/No
6.	Self-attested copy of ESIC registration	Yes/No
7.	Self-attested copy of EPFO registration	Yes/No
8.	Self-attested copy of work order and completion/experience certificate for three years, during 2015-21, towards successful running of canteen from the organization concerned.	Yes/No
9.	Authority/Resolution in favour of the person signing the bid on behalf of the firm submitting the tender	Yes/No
10.	Self declaration along with proof in case of a Proprietorship firm	Yes/No
11.	Self-attested copy of address proof/ Aadhar Card of individual applicant/person signing the bid.	Yes/No
12.	No dues certificate from the Canteen Managing Committee in r/o ESI/EPF or any other fee/charges payable to Cochin Port Trust, if the bidder is presently/previoursly in contract with CoPT	Yes/No
13.	Format of Agreement (Annexure-II)	Yes/No
14.	Declaration In-Lieu of EMD/Bid Security (Annexure-III)	Yes/No

SCHEDULE- B			
PRICE BID FOR CANTEEN AT MARINE BUILDING			
Name of Work	Running of Canteen at Marine Building of Cochin Port Trust, for one year.		
Name and address of Tenderer:			
Description of Work	Minimum Annual Premium	Annuual Premium quoted (in figures excluding GST)	Annuual Premium quoted (in words excluding of GST)
Running of Canteen at Marine Building of Cochin Port Trust, for one year.	Rs. 35,000/-		

Please see Website
www.Tenderwizard.com/CPT

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

APPLICATION & DECLARATION FOR RUNNING CANTEENS AT MARINE BUILDING OF COCHIN PORT TRUST

To
The Secretary
Cochin Port Trust
Cochin-9

Sir,
Sub: Submission of Offer against Tender No:.....
for running Canteen at Marine Building of CoPT.

I hereby offer to carry out the work detailed in the Tender Specification issued by Cochin Port Trust by the terms and conditions thereof.

I have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Notice Inviting Tender (NIT)
2. Instruction to Tenderers
3. Terms and Condition of Contract.
4. Schedule of Canteen Menu and Rates
5. Price Bid.

- 1) Name of the Applicant
- 2) Father's Name
- 3) Address of self and Firm.....
(Permanent & Temporary)
.....
.....
- 4) Phone No./Moblie No.
- 5) Aadhaar No.

(Attach a copy of Aadhar)

6) Declaration

- 1) I, _____ Son/Daughter of
Shri _____(Proprietor/Partner/director/
authorized Signatory of _____ (Named of
Firm/Agency) sign this declaration and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

- 3) The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under the appropriate law.
- 4) I further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.
- 5) I shall bear all the expenses if there is any damage to the said premises.
- 6) I shall vacate the Canteen premises and handover it to the CoPT whenever a notice is served.
- 7) I bind myself to the terms and conditions of the tender document.

Place:

Date:

Signature of the Applicant:

Name of the Applicant:

Full Address:

Seal

AGREEMENT FORMAT

THIS AGREEMENT made on theday of, Two thousand and Twenty One between theCanteen Managing Committee (hereinafter referred as the “Committee”) represented by Shri/Smt.....S/o.....

AND

Shri/Smt.....S/o.....(hereinafter referred to as “The Contractor”).

WHEREAS THE Contractor has agreed to operate theCanteen at Marine Building of Cochin Port Trust, Willingdon Island, Cochin-9.

AND WHEREAS the Contractor agreed to deposit a sum of Rs. 1,00,000/- (Rupees one lakh only) as the security deposit.

AND WHEREAS the Contractor agreed to deposit a sum of Rs./- (Rupees..... only) as non-refundable premium per annum to operate the Canteen.

NOW THESE PRESENTS WITNESS AS FOLLOWS:-

1. The Contractor shall run the Canteen at Marine Building of Cochin Port Trust, Willingdon Island, Cochin-9, as per the terms and conditions mentioned in general conditions of contract appended to this agreement.
2. The Contractor shall charge for the various items supplied by him in the canteen to the workers/staff of the Cochin Port Trust at the rates and quantity mentioned in Canteen Menu and Rates to this agreement and shall not make any variations in the rates except by the terms of this agreement.
3. The Canteens shall be liable to be inspected at any time during working hours by the CoPT Officials/ Convener and Members of Canteen Managing Committee /WOWI.

- 4 The Canteen Managing Committee shall have the right to alter, amend or annul any of the conditions governing this contract and the decision of the Canteen Managing Committee in all disputes concerning the interpretations of the terms of the contract shall be final and binding on the Contractor.
- 5 The following documents will form part of the agreement:-
 1. General Information.
 2. Instructions to the bidders
 3. Terms & Conditions of the contract.
 4. Annexure-I, i.e, Application and declaration of the Tenderer.
 5. The Letter of Acceptance (LOA) issued by the Cochin Port Trust to the successful bidder shall be an integral part of this contract.

IN WITNESS WHEREOF the parties hereto have signed these present on the day and year first above written.

a. Convener
(For and on behalf of the Canteen Managing Committee)

b. Contractor's name and address

Witness: 1.

Witness: 2.

FORMAT OF DECLARATION IN-LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder's Letter Head)

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the quoted annual premium, Security Deposit or sign the Contract within the time limits specified in the Tender Document.

Signature of the Tenderer with seal