

**RTI REQUEST DETAILS****Registration No. :** CPTRS/R/T/24/00023**Date of Receipt :** 03/10/2024**Transferred From :** Ministry of Shipping on 03/10/2024 With Reference Number : DSHIP/R/E/24/00193**Remarks :** The RTI application of Shri Chandan Pramanik is transferred under Section 6 (3) of RTI Act, 2005 as the information sought is closely related to the port. It is requested that to provide the information to the applicant directly under the intimation to this Ministry.**Type of Receipt :** Electronically Transferred from Other Public Authority**Language of Request :** English**Name :** Chandan Pramanik**Gender :** Male**Address :** Village-Kashberia, P.O-Shibaram Nagar, P.S-Bhabani, Furba Medinipur, Pin:721635**State :** West Bengal**Country :** India**Phone No. :** +91-9679223222**Mobile No. :** +91-9679223222**Email :** pramanikchandan696@gmail.com**Status(Rural/Urban) :** Rural**Education Status :****Letter No. :** Details not provided**Letter Date :** Details not provided**Is Requester Below Poverty Line ? :** No**Citizenship Status :** Indian**Amount Paid :** 10 )**Mode of Payment :** Payment Gateway**Does it concern the life or Liberty of a Person ? :** No(Normal)**Request Pertains to :****Information Sought :** In terms of RTI Act,2005, and amendment thereof, you are requested to provide the following:  
1. Major Port wise (including Haldia Dock Complex) list of number of AC sedan cars under hiring. and monthly hiring charges or per Km charges, as the case may be.  
2. Major Port wise (including Haldia Dock Complex) list of number of AC SUV cars under hiring and and monthly hiring charges or per Km charges, as the case may be.

Fdd on 4/10/24

Submitted on 03/10/2024

3. Major Port wise (including Haldia Dock Complex) list of number of AC hatchback cars under hiring and monthly hiring charges or per Km charges, as the case may be..
4. Major Port wise (including Haldia Dock Complex) copy of hiring contracts of cars.
5. Major Port wise (including Haldia Dock Complex) payment made by the ports in last 3 financial years towards hiring of cars.
6. Major Port wise (including Haldia Dock Complex) mention whether the hiring contract include driver & fuel, driver / fuel.

In terms of RTI Act, 2005, and amendment thereof, you are requested to provide the following:

**Original RTI Text :**

1. Major Port wise (including Haldia Dock Complex) list of number of AC sedan cars under hiring. and monthly hiring charges or per Km charges, as the case may be.
2. Major Port wise (including Haldia Dock Complex) list of number of AC SUV cars under hiring and and monthly hiring charges or per Km charges, as the case may be.
3. Major Port wise (including Haldia Dock Complex) list of number of AC hatchback cars under hiring and monthly hiring charges or per Km charges, as the case may be..
4. Major Port wise (including Haldia Dock Complex) copy of hiring contracts of cars.
5. Major Port wise (including Haldia Dock Complex) payment made by the ports in last 3 financial years towards hiring of cars.
6. Major Port wise (including Haldia Dock Complex) mention whether the hiring contract include driver & fuel, driver / fuel.

Print

Save

Close

10698/2024

Encl. No - RTI cell / CP / 1765/2024-5 Dt. 04/10/2024

Copy of RTI request is forwarded to CP 10 / Chief Mechanical Engineer & Asst Secy, 'D' Section, COPA for furnishing the details sought for by the applicant. Subject to the provisions under RTI Act, 2005 to the RTI cell on or before 11/10/2024, please.

1/11/2024  
04/10/24  
AP 10 (GAD)  
MK  
P  
04/10/24



ADMINISTRATIVE OFFICE,  
COCHIN – 682009

संख्या /No.RTI Cell/CP/1765/2024-S

दिनांक: 04.11.2024

सेवा में/To

Shri. Chandan Pramanik  
Village-Kashberia  
P O Shibaram Nagar  
P.S. Bhabani  
Purba Medinipur – 721635  
West Bengal

Sir,

विषय /Sub : Information under the RTI Act, 2005- reg.  
संदर्भ /Ref : Your application dated 03.10.2024

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With reference to the above, the information is given below.

Sl. No. 1 – 12 Nos. A/C Sedan Taxi Cars are hired with Driver & Fuel for Sr. Management Team.

Rs. 1500/- per day 12 hrs. – 10 Nos.  
Rs. 2000/- per day 24 hrs. – 2 Nos.

Sl. No. 2 – Nil

Sl. No. 3 - 1 No. A/c Hatchback Car hired on dry lease for 5 years without Driver & Fuel at a Monthly Hire Charge Rs. 16,000/- excluding GST.

Sl. No. 4 – Copy of Hiring Contract attached (6 pages)

Sl. No. 5 - 2021-2022 : Rs. 1,09,09,920.00  
2022-2023 : Rs. 1,30,34,105.00  
2023-2024 : Rs. 1,41,03,069.00  
**Total : Rs. 3,80,47,094.00**  
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Sl. No. 6 – See answer No. 1 & 3

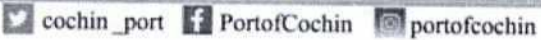
If you are not satisfied with this reply, you may appeal to Deputy Chairperson, Cochin Port Authority, Cochin - 682009 being Appellate Authority against the same. The period within which an appeal could be preferred is 30 days from the date of this communication.

Yours faithfully,

  
CPIO/Sr. Welfare Officer  
General Administration Department  
Cochin Port Authority

कोचिन पत्तन प्राधिकरण | विलिंगडन आईलैण्ड | कोचिन - 682 009 भारत  
Cochin Port Authority | Willingdon Island | Cochin - 682 009 India

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Replied on 04/11/2024 through Pravin Patel & email.



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कोच्चिन पोर्ट ट्रस्ट  
एक आईएसओ -9001-2015 पोर्ट  
COCHIN PORT TRUST  
AN ISO-9001-2015 PORT  
मुख्य यंत्रिक अभियन्ता का कार्यालय  
Office of the Chief Mechanical Engineer  
विल्लिंगडन आईलैंड, कोच्चिन - 682 009  
Willingdon Island, Cochin - 682 009

दूरभाष/Phone : 2666639, 2582300  
फाक्स/Fax : +91484-2666639  
ईमेल/e-mail : cme@cochinport.gov.in  
वेबसाइट/Website : www.cochinport.gov.in

No.D/ICE/T-04/Taxi Hire (Diesel)/2021-M

Dated:23-06-2021

To

M/s. Southside Holidays Tours & Travels  
No.45/1734, Droupathi Line  
Karanakodam, Thammanam  
Cochin -682 032.

**LETTER OF ACCEPTANCE (LOA)**

Dear Sir,

Sub:- Tender for the operation of Diesel Taxi Cars for three years on hire basis for Senior Management Team – LOA - Released - Reg.

- Ref:- 1. Tender No. D/ICE/T-04/Taxi Hire (Diesel)/2021-M dated 22-02-2021 opened on 16-03-2021  
2. Your bid dated 16-03-2021 submitted against Cochin Port Trust's above NIT.  
3. Your letter dated 10-06-2021;  
4. Cochin Port Trust's Invitation for Negotiations of even number dated 15-06-2021  
5. Negotiation meeting held on 16-06-2021 and your Discount Offer vide letter dated 16-06-2021

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Please refer to the above. Your offer referred above for the operation of Sedan Diesel A/C Taxi Cars with driver and fuel on hire basis for a period of three years from 01-07-2021 to 30-06-2024 as per the rates indicated below is hereby accepted as per the Tender Conditions of Tender No. referred at 1 above :-



V. Thiruvandhan  
23/06/2021  
Page 1 of 6

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PRICE SCHEDULE:

Sl. No.	Usage Category	Rate per day per car excluding GST	Total No. of cars required at present.	Anticipated average kilometer usage per vehicle per month	Additional Rate payable per kilometer for usage beyond the kilometers specified under Col. (5)
(1)	(2)	(3)	(4)	(5)	(6)
1	12 hour usage category (8.00 AM to 8.00 PM)	Rs.1,500/- (Rupees one thousand five hundred only)	10 Nos.	1000	Rs.12/- + GST
2	24 hour usage category	Rs.2,000/- (Rupees Two thousand only)	2 Nos.	2000	Rs.12/- + GST
<b>DISCOUNT</b> to be offered during the entire contract period of three years.					
(a)	A discount of Rs.1000/- (Rupees one thousand only) per Car per month will be availed for usage of cars for 25 days and above in a month.				
(b)	A discount of Rs.920/- per 100 kilometers utilized less than 900 kilometers in multiples of 100 kilometers for each car per month will be availed.				
(c)	One among the above discount only can be availed for each car.				

NOTE:- If the Cars are running /mileage 100 kms. less than 900 kms., then the discount of Rs.920/- will be applicable if the car is running 800 kms. or below. Like-wise for every 100 kms. less than 900 kms. will proportionately get a discount viz. e.g. if utilization is 800 kms. - Rs.920/-, 700 kms.- Rs.1840/-, 600 kms- 2760 and so on.

TERMS & CONDITIONS:-

- (1) **PERIOD OF CONTRACT:-** The period of contract for the hiring of Diesel Cars shall be for **three years** from the date of commencement of contract. ie. from 01-07-2021 to 30-06-2024.
- (2) **AGE OF THE VEHICLE:** All the Sedan type A/C Cars deployed for operation under this contract shall be registered on or after 01-01-2019. Documentary evidence along with physical evidence shall be mandatory for the above.
- (3) **PENALTY :** In case of breakdown of the vehicle(s) or vehicle(s) not available due to any other reason, relief vehicle shall be deployed by the contractor to continue the trips within half an hour, with a vehicle of same capacity and in good condition so that the services of



V. D. M. Bhandari  
23/06/2021

the vehicles will not be affected. If there is any delay in providing the spare vehicle in time, Cochin Port Trust has the right to arrange a substitute vehicle of its choice at the risk and cost of the contractor and shall realize all the expenses in this regard from the contractor. In addition, a penalty of Rs. 250/- per day/vehicle, on account of non-availability of vehicle will be imposed.

(4) **INCREASE/DECREASE IN DIESEL PRICE:** The cost implication on account of increase/decrease will be worked out and paid/deducted as applicable as detailed in Clause (14) "Increase in Diesel Price" under General Conditions of Contract (GCC). Rs.84.98 per litre of diesel shall be considered as the base rate of diesel during the entire contract period.

(5) **PAYMENT TERMS:-**

(i) Invoice shall be submitted in duplicate on monthly basis to the respective departments of Cochin Port where the vehicles are deployed. The invoice shall be accompanied by the original log sheets of the vehicle(s) for the corresponding month duly certified by the authorized official of the concerned department of Cochin Port Trust.

(ii) Details of extra payments claimed on account of extra kilometers and extra hours of deployment of vehicle, if applicable in the month should be separately shown in the invoice.

(iii) Payment will be made by Cochin Port Trust within 30 days from the date of submission of invoice and all other documents, clear in all respects.

(iv) Deductions, if any applicable as per the terms of the contracts will be made by Cochin Port Trust while releasing the payment to the contractor.

(v) **Extra Payment beyond anticipated monthly usage:**

If the vehicles under "12 hrs. usage category (8 AM to 8 PM)", is utilized by Cochin Port Trust beyond 1000 kilometers in a month (specified anticipated average usage per month for 12 hrs. Category Vehicle.), extra payment will be made by Cochin Port Trust for the additional Kilometers beyond 1000 kilometers at the rate of Rs.12/- per kilometer. (eg. If the vehicle usage in the month was 1200 kilometers, the contractor will be entitled to get additional payment of Rs.2,400/- for that month)

(vi) **Payment on extra hours :**

If the vehicles under "12 hrs. usage category (8 AM to 8 PM)", is utilized by Cochin Port Trust over and above the above specified 12 hours in a day, additional payment of Rs.125/- per hour per vehicle will be made by Cochin Port Trust for the additional hours of deployment.

(vii) Re-imburement of parking charges will be paid by Cochin Port Trust on production of original receipts along with the bills duly certified by the officer travelling in the vehicle. The vehicle should be provided with Fast Tag at the cost of the contractor.

V. Thiruvandhan  
23/06/2021



## (6) TAXES &amp; DUTIES:-

Payment of applicable Taxes and Duties shall be as specified in Clause 17 "Taxes & Duties" under Section II, General Conditions of Contract (GCC) of the Tender Document.

The Contractor shall comply with the following requirements while claiming payment towards GST:

- Invoice in specific format should be provided by the Contractor for every payment.
- GST Registration Number of Cochin Port Trust (ie. 32AAALC1134F1ZZ) and the Contractor are to be clearly mentioned with all the bills.
- The Contractor shall comply all the GST regulations, viz. timely uploading of invoices and issue of debit/ credit notes.

While releasing the payment, applicable deductions from the bills will be made by Cochin Port Trust towards statutory taxes as per the rules, prevailing in force at the time of payment.

## (7) TERMINATION OF CONTRACT :

- Cochin Port Trust reserves the right to terminate the contract, if the contractor fails to supply vehicles within the period(s) specified in the contract or any extension thereof granted by Cochin Port Trust.
- Cochin Port Trust reserves the right to terminate the contract by giving 45 (forty-five days" notice to the Contractor, in case of a breach of agreement.
- Cochin Port Trust reserves the right to terminate the contract by giving 45 (forty-five) days" notice to the Contractor, If the contractor, in the judgment of Cochin Port Trust, has engaged in fraud and corruption, in competing for or in executing the contract.
- The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.
- During the tenure of the contract, if any unsatisfactory service including continuous breakdown happens repeatedly and the Contractor fails to provide alternate vehicle in the specified time i.e., more than thrice in a month, Cochin Port Trust reserves the right to terminate the contract by giving 45 (forty-five) days' notice to the contractor and to operate the contract for the balance period through other agencies at the risk and cost of the contractor. The Security Deposit will be forfeited on termination of contract on the default of the contractor.
- Cochin Port Trust reserves the right to terminate the contract without assigning any reason by giving 45 days notice in writing by fax / Registered post to the Contractor.



V. Thwaitindian  
23/06/2021

(8) SECURITY DEPOSIT

The Contractor shall furnish Security Deposit amounting to Rs. 2,40,900/- (Rupees Two Lakhs Forty Thousand Nine Hundred only) being 3% of total Contract Value for one year for all the 14 cars as per Ministry of Ports' Shipping and Waterways' letter No.PD-24015/71/2020-PD VII (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, within 21 days from the date of receipt of this Letter of Acceptance (LOA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:-

- (i) Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favour of FA&CAO, Cochin Port Trust;
- (ii) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure A of Section II of tender document, from a Commercial Bank;
- (iii) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 15 of Notice Inviting Tender.

In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid upto 31-08-2024.

(9) EXECUTION OF AGREEMENT:-

The Contractor shall execute an Agreement at his expense within 21 (twenty one) days from the date of receipt of this Letter of Acceptance (LOA), on Rs.200/- Kerala State Stamp Paper in the prescribed form given in the tender document in accordance with Clause 23 "Execution of Agreement" under Section II, General Conditions of Contract (GCC) of the Tender Document.

(10) LIQUIDATED DAMAGES :

Except as provided under GCC Clause 19 (Force Majeure) and Clause 25 (Extension of date of commencement of contract), if the Contractor fails to commence the service of the offered vehicles in all respects within 30 days from the date of issuance of Letter of Acceptance (LOA) by the Employer as specified in the contract, the Contractor shall be liable to pay to the Cochin Port Trust as liquidated damages, a sum equivalent to 0.5% of the total contract value for one year, per week of delay subject to a maximum of 10% of the total contract value for one year as stipulated in Clause 24 under Section II, General Conditions of Contract (GCC) of the Tender Document.

- (11) ENGINEER -IN-CHARGE:- Engineer-in-Charge of this Contract shall be Superintending Engineer (M), IC Engines, Cochin Port Trust.



V. Tharakan  
23/06/2021



All the Terms and Conditions of the Tender document will form part of this Contract. The conditions stated above will override the conditions in the Tender document wherever they differ.

Please acknowledge the receipt and acceptance of this Letter of Acceptance by returning the duplicate copy duly signed and sealed.

Yours faithfully,

Encl: Schedule-II-Bill of Quantities (Financial Bid)

V Theaibondhan  
23/06/2021

CHIEF MECHANICAL ENGINEER  
Cochin Port Trust

23/6/2021

