



COCHIN PORT TRUST

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Tender for “Hiring of one number A/C Diesel Hatchback Car commercially registered on or after 01.01.2021 without driver and fuel on 24 hrs. x 365 days basis for a period of five years for GAD, Cochin Port Trust” through GeM.

**Office of the Chief Mechanical Engineer,
Cochin Port Trust, Cochin, 682009.**

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Office of the Chief Mechanical Engineer,
Cochin Port Trust, Cochin, 682009, Kerala
Tele: 91-0484-2666639/0484-2582300
website: www.cochinport.gov.in



Notice Inviting Tender

Cochin Port Trust (CoPT) invites tenders through Government e- Marketing Place (GeM) from reputed, experienced and financially sound taxi service providers for “Hiring of one number A/C Diesel Hatchback Car commercially registered on or after 01.01.2021 without driver and fuel on 24 hrs. x 365 days basis for a period of five years for GAD, Cochin Port Trust” through GeM. Tenderers, who fulfill the Minimum Qualification Criteria and Terms and Conditions given below may register their tenders through GeM only well in advance on or before the scheduled date of submission. No EMD will be applicable for this tender.

Minimum Qualification Criteria:

1. The tenderer must fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:
 - 1.1.Experience: The tenderer should have experience of having successfully completed similar works during last seven years ending 30-11-2021 should be either of the following:
 - 1.1.1. Three similar completed works each costing not less than Rs. 5,10,000/- (OR)
 - 1.1.2. Two similar completed works each costing not less than Rs. 6,37,500/- (OR)
 - 1.1.3. One similar completed work costing not less than Rs. 10,20,000/-
 - 1.2.Financial Turnover: Average Annual Financial Turnover of the tenderer during the last three financial years, ending 31.03.2021 (viz. 2018-19, 2019-20 and 2020-21) shall not be less than Rs. 4,00,000/-.
 - 1.3.“Similar works” means “Contracts for supplying Cars / Jeeps / Vans / Mini Buses / Buses on hire basis to State Govt. / Central Govt. / Public Sector Undertakings / Private Companies”.
 - 1.4.The bidders who have successfully completed at least one year of ongoing contracts for similar works as on 30-11-2021 and the value of the completed portion of the contract is meeting the criteria specified under Clause 1.1. above, shall also be considered based on documentary proof issued by the clients.
 - 1.5.Enhancement factors as per table given below will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

| Year before | Multiplying factor |
|--------------------|---------------------------|
| One year | 1.07 |
| Two years | 1.14 |
| Three years | 1.21 |
| Four years | 1.28 |
| Five years | 1.35 |
| Six years | 1.42 |

- 1.6. The experience certificate of contracts executed in private sectors / organizations shall be considered for qualification, on submission of TDS certificate along with work order and completion certificate.
- 1.7. The tenderer should submit the following documents along with the tender to prove the MQC:
 - 1.7.1. Self attested / notarized copies of Work Order / Contract Agreement / Lease Agreement and certificate of satisfactory performance / completion issued by the Client in support of contracts having been executed as proof.
 - 1.7.2. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2018-19, 2019-20 and 2020-21) and audited financial statements for the above three financial years.
- 1.8. Even though the tenderers meet the above qualifying criteria, they are subject to be disqualified if they have (i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Terms and conditions:

1. 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.
2. Copy of the PAN card and GST Registration Certificate and the bank account details of the tenderer shall be attached with the tender.
3. The tenderers are permitted to deploy their own vehicles or vehicles leased from third parties. In case the tenderers are intending to deploy vehicles of third parties, the tenderers are required to furnish a lease agreement executed with the owner of the offered vehicles along with this tender duly mentioning the GeM tender number. In the said lease agreement, the owner of the car should have given an unconditional undertaking to the effect that the offered leased vehicle will not be withdrawn by the owner till the expiry of contract with Cochin Port Trust.
4. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the tenderer's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at tenderer's premises to access the GeM Portal. Under any circumstances, Cochin Port Trust shall not be liable to the tenderers for any direct / indirect loss or damages incurred by them, arising out of incorrect use of the GeM tendering system or internet connectivity failures.
5. Bank details of Cochin Port Trust are as follows: State Bank of India, Cochin Port Trust Branch, IFSC Code: SBIN0006367, Account No. 10601197375.
6. Performance Guarantee / Security Deposit:
 - 6.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of 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 Annexure-A attached, from a Commercial Bank or (iii) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 5 above.

- 6.2. The value of Security Deposit shall be equivalent to 3% of the total contract value for five years.
- 6.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.
- 6.4. Cochin Port Trust is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 6.5. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.
- 6.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the tenderer from participating in the tenders invited by Cochin Port Trust, for a period of two years from the date of such suspension.
7. Execution of Agreement: Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the contractor shall prepare two sets (one original & one duplicate) of the Agreement as per Annexure-B attached, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Trust duly executed on Kerala stamp paper of appropriate value within 21 days from the date of receipt of LoA. Original of the agreement will be retained by the Cochin Port Trust and the duplicate will be returned to the contractor after the signature of the Chief Mechanical Engineer.
8. The contract will be for a period of five years.
9. The date of purchase of vehicle provided should not be earlier than 01.01.2021.
10. The vehicle to be provided by the contractor should be white in colour and should be in perfectly good and sound condition and shall be fitted with A/Cs, Fastag, Sound system and Power steering.
11. The vehicles should be comprehensively insured.
12. In case of breakdown of the vehicle or vehicle not available due to any other reason, relief vehicle shall be deployed immediately by the contractor with a vehicle of same capacity and in good condition so that the services of the vehicle 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 on account of non-availability of the vehicle will be imposed.
13. The contractor must also ensure that all the necessary documents (Registration Certificate, Permit Insurance papers, PUC certificate etc.) are available with the vehicle while handing over the vehicle to CoPT.
14. Commencement of service: Service of taxi vehicle under this contract is to be commenced at Cochin Port Trust within 30 days from the date of receipt of LoA. The successful contractor shall submit copies of RC book, Fitness Certificate, Permit, Insurance / Tax document, Pollution under Control Certificate etc. for the vehicle, along with originals for verification at least seven days prior to the date of commencement of the contract.

15. The vehicle putting into service under the contract shall be offered for inspection of Cochin Port Trust and to confirm the tender requirements at least three days before commencement of service. The condition of the vehicle including the operation of the doors, shutters and windows, condition of seats and protection from rain, condition of head lights, parking lights, horns etc., shall be up to the satisfaction of Cochin Port Trust. In the event Cochin Port Trust points out any deviations / non-compliance of the terms and conditions of contract, it will be the responsibility of the contractor to take immediate remedial measures.
16. Availability of vehicle: 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 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.
17. The contractor shall comply with all Act or by any regulations or bye-law of any local or other public authority and shall pay and indemnify the Cochin Port Trust if necessary against any fees or charges recovered from them under such Act, regulation or bye-law.
18. Payment terms:
 - 18.1. Invoice shall be submitted in duplicate on monthly basis to the Secretary, Cochin Port Trust for arranging payment.
 - 18.2. 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.
19. Taxes & Duties:
 - 19.1. The contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Work. The contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. The contractor is also bound to pay any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes and Duties.
 - 19.2. GST applicable as per law can be billed on Cochin Port Trust, which will be paid to the Contractor by Cochin Port Trust along with the bills, for which the contractor holds valid GST Registration number and the GST is being collected.
 - 19.3. The following are also to be considered while claiming payment towards GST: (i) Invoice in specific format should be provided by the contractor for every payment (ii) GST Registration Number of Cochin Port Trust and the contractor is to be clearly mentioned with all the bills and (iii) The contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit / credit notes.
 - 19.4. While releasing 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.
20. Termination of Contract:
 - 20.1. Cochin Port Trust reserves the right to terminate the contract by giving a notice of 45 days, if the contractor fails to supply vehicles within the period specified in the contract or any extension thereof granted by Cochin Port Trust.
 - 20.2. Cochin Port Trust reserves the right to terminate the contract by giving 45 days notice to the contractor, in case of a breach of agreement.
 - 20.3. Cochin Port Trust reserves the right to terminate the contract by giving 45 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.

- 20.4. 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.
21. Force Majeure:
- 21.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.
- 21.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Party claiming to be affected thereby, (the "Affected Party"), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 21.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 21.4. Cochin Port Trust shall examine the merit of the case and accordingly time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts. The decision of Cochin Port Trust shall be final and binding in this regard.
- 21.5. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), Cochin Port Trust may cancel the contract, subject to the consent of the contractor, at no charge to the CoPT in contractor's favour.
- 21.6. The contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
22. Liquidated Damages:
- 22.1. Except as provided under Force Majeure Clause and Clause for Extension of date of commencement of contract, if the contractor fails to commence the service of the offered vehicle in all respects within 30 days from the date of issuance of 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.
- 22.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in commencement of service of the vehicles nor prevent the recovery of the said liquidated damages, unless an extension of date of commencement of contract shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid / recovered as above shall not relieve the Contractor from the obligation to commence the services of the vehicles or from other obligations and liabilities under the contract. In such events as when the Contractor is unable to commence the service of the vehicles for the reasons not attributable to him, he shall apply for grant of extension of date for commencement of contract immediately not later than 48 hours of such occurrence of event and the Cochin Port Trust shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by CoPT.
23. Extension of date of commencement of contract:

- 23.1.If at any time during performance of the contract, the contractor encounter conditions impeding timely commencement of service of the vehicles, pursuant to Date of Commencement of Contract Clause, the contractor shall promptly notify the employer in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, CoP shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.
- 23.2.Except in case of force majeure, a delay by the contractor in commencement of service of vehicles shall render the contractor liable to the imposition of Liquidated Damages Clause, unless an extension of time is agreed upon, pursuant to this clause.
24. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
25. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the contractor to the Chief Mechanical Engineer for his information.
26. Employees of the Board not individually liable: No official or employee of the Board shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.
27. In case of breakdown of any vehicle during duty, it shall be the responsibility of the firm to provide a substitute vehicle, which is of similar capacity as replacement immediately.
28. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by CoPT in that event and the Security Deposit in the form of Performance Bank Guarantee shall be encashed.
29. The Bank Guarantee can be forfeited by order of the Competent Authority of CoPT in the event of any breach or negligence or non-observance of any terms / conditions of contract of for unsatisfactory performance or for non-acceptance of the work order. During the contract period or even after expiry of the contract to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
30. For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract of the breach thereof, decision of the CoPT shall be final and binding on both parties.
31. Tenderer submitting the tender would be presumed to have read and fully understood all the terms and conditions and instructions contained in the tender documents and parts / annexure thereof. No enquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.

Sd/-

Chief Mechanical Engineer

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**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/
SECURITY DEPOSIT**

(To be executed on non-judicial Stamp Paper of appropriate value)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Trustees of the Port of ***[insert name of Port]*** incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of ***[insert name of Port]***, its successors and assigns) having agreed to exempt (Name of the Contractor/s) (hereinafter called the "Contractor") from the demand under the terms and conditions of the Contract, vide _____ 's letter No. _____ (Name of the Department) date _____ made between the Contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____ (Name of Bank and Branch) _____, undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its

claims satisfied or discharged or till the (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, (Name of Bank and Branch) further agree with the Board that the Board 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 contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in *[insert city]* would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);

b) this Bank Guarantee shall be valid upto ____* _____; and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

FORM OF AGREEMENT

TO BE EXECUTED ON KERALA STAMP PAPER (Rs.200/-)

AGREEMENT No. OF.....

This agreement is made at Cochin this the----day of ----- 2021, between M/s -----represented by Sri. ----- aged ---- years, S/o Sri. -----Residing at ---- (House name and No.)----- District ---- State----- (hereinafter referred to as “The Supplier” which expression shall include their successors, assignees and administrators) of the one part AND the Board of Trustees of Port of Cochin, Willingdon Island, Cochin-9, a Trust formed under “Major Port Trust Act 1963” represented by the Chief Mechanical Engineer ----- (Name) S/o ----- aged ----- residing at ----- (hereinafter referred to as “The Employer” which expression shall include their successors, assignees and administrators in the office) of the other part.

Whereas the “Employer” had called for the tenders for the Tender for the “Supply, Installation, Testing and Commissioning of Vertical Turbine Jockey Pump, Auto Pump Selection Control System, Pressure Switches System and Interconnection with the existing Starter Panel and Engine Control Panel at NTB/STB Pump House at Cochin Port” and the supplier had submitted a tender for the same giving the rates subject to the terms and conditions etc.

And whereas the said tender of the supplier has been accepted by the employer and a Purchase Order No..... dated..... has been issued to the supplier accepting their tender subject to Instructions to Tenderer, General Conditions of Contract, Scope of Supply & Technical Specification and such other Contract Documents. And as per one of the terms of the above Purchase Order, an agreement has to be executed between the supplier and the employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

The supplier hereby agrees to supply “.....” as described in the schedule, its annexure etc. at the rates shown there under subject to INSTRUCTIONS TO TENDERER, GENERAL CONDITIONS OF CONTRACT, Scope of supply & Technical Specification all here unto annexed within 60 (sixty) days from the date of receipt of Purchase Order or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The supplier has furnished a Bank Guarantee for Rs.....(Rupees ----- only)vide Bank Guarantee No..... dated..... from.....Bank in lieu of Security Deposit for the due and proper fulfillment of the contract. The supplier further agrees that the aforesaid Bank Guarantee will be kept valid until two months beyond the expiry of the Guarantee period. The supplier also agrees that the Bank Guarantee furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 3% of cost of any additional items/works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the supplier’s bills.

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

(list of relevant documents- will be furnished by Port)

The Conditions given in the Purchase Order dated..... shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the supplier shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

IN WITNESS WHEREOF THE SUPPLIER hereunto set his hand and seal And on behalf of the Board of Trustees of Port of Cochin, the Chief Mechanical Engineer has set his hand and seal and common seal of Trustees as has been hereunto affixed the day and year first written above.

Signed, sealed and delivered by Shri..of M/s

SUPPLIER

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

Signed, sealed and delivered by the Chief Mechanical Engineer, Cochin Port Trust On behalf of EMPLOYER Board of Trustees of Port of Cochin.

Signed and affixed the common Seal of Board of Trustees of the Port of Cochin in the presence of

1)

2)