

**COCHIN FISHERIES HARBOUR
(GOVERNED BY COCHIN PORT TRUST)**

**Office of the Administrator,
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No. AE/T-01/Revenue Collection/CFH (RT-2)/2021

Date: 21-09-2021

ADDENDUM / CORRIGENDUM-No.2

Sub: Tender for Outsourcing of Revenue Collections inside the Wharf of Cochin Fisheries Harbour for a Period of One Year

- Ref: (1) This office Tender No. AE/T-01/Revenue Collection/CFH(RT-2)/2021 dated 26-08-2021
(2) Pre-Bid Meeting conducted on 07-09-2021 at 3:00 PM through VC.
(3) Corrigendum - Tender Extension Notice dated 14-09-2021
(4) Replies to Pre-bid queries dated 21-09-2021

Please refer to the above. The below mentioned Force Majeure clause is added in the Tender conditions as Clause No.24 of Special Conditions of contract (Part 4).

24. Force Majeure:

24.1. 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.

24.2. 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.

24.3. 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.

24.4. Employer 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 the Employer shall be final and binding in this regard.

24.5. However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favour.

24.6. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

This Addendum shall form part of the tender document and are to be signed and submitted along with the tender. Tenderers are requested to take cognizance of this addendum before submitting the tender.

Please note that the last date and time of submission of Bid for the subject tender is 15:00 Hrs. on 30-09-2021. The Technical Bids will be opened on the same day at 15:30 hrs.

All other terms and conditions of the tender remain unaltered.

Sd/-

**Chief Mechanical Engineer,
Cochin Port Trust**

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