

COCHIN PORT TRUST E-TENDER No. MD/HM/Liferaft Servicing/2021/2
E-Tender For Servicing Of Liferafts For The Period 2022-24



COCHIN PORT TRUST

MARINE DEPARTMENT

E-TENDER No. MD/HM/Liferaft Servicing/2021/2

E-Tender For Servicing Of Liferafts For The Period 2022-24

Tender publication date	: 23 rd Dec 2021
Down loading of Tender Document	: from 23 rd Dec 2021, 1700 hours to 14 th Jan 2022 ,1400 hours
Last date and time for Submission of Tenders	: 14 th Jan 2022 ,1430 hours
Time and date of technical bid opening	: 14 th Jan 2022 ,1500 hours
Opening Of The Price Bid	: Will be informed later
Cost of Tender Document / Processing Fee	: Rs 2240/- (non refundable)
(Tender fee is inclusive of 12% GST)	
EMD	: NIL
Tender Value	: Rs.16,54,000/-

Office of the Deputy Conservator
Cochin Port Trust,
Willingdon Island
Cochin – 682 009.
Phone: 91 -484 -2666417, 2582500
Fax: 91- 484- 2666417

e-mail: dc@cochinport.gov.in

E-TENDER No. MD/HM/LIFE RAFT SERVICING /2021/2

Date: 23rd Dec 2021

E-TENDER NOTICE

- 1.1. Electronic Tenders (e-Tenders) in "Two Cover System" is invited by the Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin – 9, e-mail: dc@cochinport.gov.in for annual Servicing of liferafts fitted on Board CoPT floating crafts for a period of two years for period 2022-24
- 1.2. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/CPT or from CoPT website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp.
- 1.3. The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender. As per the IT ACT 2000, all bidders who participate in the online bidding process in eTendering site should possess a valid Digital signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>).
- 1.4. The bids should be uploaded in electronic form only through e-tender portal www.tenderwizard.com/CPT.
- 1.5. Cost of tender document Rs.2240/- (including GST) is to be remitted in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Trust or payment online.
Bank Details of Cochin Port Trust are given below:
Name of Bank : State Bank of India
Name of Branch : Cochin Port Trust
IFSC Code : SBIN0006367
Account No : 10601197375
Account Holder's Name : Cochin Port Trust
- 1.6. 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 –V) shall be furnished as per the format enclosed. Otherwise, the bids will be rejected.
- 1.7. Proof of payment in original (Original Demand Draft/Banker's Cheque) towards Cost of tender document shall be submitted to Deputy Conservator, Cochin Port Trust before the scheduled date and time of opening of the bid, failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Trust as mentioned in Section 1.1 above, at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify receipt of payment as referred in the UTR number, in the Bank account mentioned in section 1.5. If Cost of tender document has not been reflected in the Bank account of Cochin Port Trust, the bid will be rejected.
- 1.8. The Tenderers who are registered with NSIC/MSME are exempted from payment of Tender Fee. Copy of valid NSIC/MSME Registration Certificate as per MSMED Act shall be uploaded with the other Documents for availing exemption of Tender cost.

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- 1.9. Scanned copy of instruments towards Cost of Tender Document (as mentioned in clause 1.5 and 1.8 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/CPT, failing which the bid will be rejected.
- 1.10. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/CPT from the service provider KEONICS, by paying registration amount of **Rs.1180/-** through online Payment using Credit/Debit Card/Net banking. The details of e-tender facilitator is available through Telephone Nos. **080 49352000/ 09605557738**.
- 1.11. The tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and other terms & Conditions given in the tender document. Tender submitted other than online shall not be considered.
- 1.12. The bidders shall submit scanned copy of all the required documents such as proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/CPT.
- 1.13. The tender will be received **up to the time schedule** Tenders shall be submitted in accordance with the 'Instruction to Tenderers' ,"scope of work" ,"General Conditions of Contract' etc as detailed in the Tender document. The Tenders will be opened by the Deputy Conservator, Cochin Port Trust or by an authorized officer, at this office on the same day at **the scheduled time**.
- 1.14. Only GST registered vendors will be eligible to participate in the Tender.
- 1.15. The Tender shall be submitted by an individual/firm or by a Registered Partnership firm or by a Limited Company. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind the partnership firm in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the Tender which must disclose that the firm is duly registered under Indian Partnership Act. If the Tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the Tender the evidence of the authorization. In the case of a Limited Company the Tender should be accompanied by the Memorandum and Articles of Association of the Company. **Joint Venture is not allowed in the Tender**.
- 1.16. The **time schedule** for various activities in connection with this Tender will be as follows.

Sl.No	Description of activity	Venue	Time
1	Issue of Tender Document	Online www.Tenderwizard.com/CPT www.cochinport.gov.in www.eprocure.gov.in/cppp	From 23 rd Dec 2021, 1700 hours to 14 th Jan 2022, 1400 hours
2	Last date of submission of bid	Online Submission at: www.Tenderwizard.com/CPT	14 th Jan 2022 ,1430 hours
3	Opening of Techno commercial bid	Online at: www.Tenderwizard.com/CPT	14 th Jan 2022 ,1500 hours
4	Opening of Price Bid of technically qualified Tenders	Online at: www.Tenderwizard.com/CPT	Will be informed

- 1.17 The documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the online submission of Bid at www.Tenderwizard.com/CPT.
- 1.18 Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding, it is the Bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the e-Tender Portal. Under any circumstances, Cochin Port Trust shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
- 1.19 Disputes if any shall be under the jurisdiction of courts in Cochin only.
- 1.20 The under signed reserves the right to reject / cancel / postpone any one or all Tenders at any stage of the Tender, without assigning or stating any reasons, which will be binding on all bidders.
- 1.21 This Tender notice shall form part of the contract.
- 1.22 Tenderer needs to give an official email id which will be used for the communication

Phone : 0484-2666417
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DEPUTY CONSERVATOR
For and on behalf of
The Board of Trustees of the Port of Cochin.

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INSTRUCTIONS TO TENDERER

1. Scope of work

- A. The contractor shall remove and collect the Life Rafts requiring servicing from the various crafts at his own expenses on working days and shall service the Life Rafts at a place and in the manner as approved by Mercantile Marine Department (MMD) / Indian Register of shipping (IRS). The Contractor should have approval from DG shipping for servicing of Life rafts.
- B. After servicing, the Life Rafts shall be returned and fitted to the concerned crafts by the contractor at his own expense, on working days during working hours.
- C. All items including Life Rafts condemned by the MMD /IRS shall be returned to the appropriate crafts
- D. The Hydrostatic Release Units will form part of the Life Rafts and are to be Serviced/Replaced as required along with it.
- E. The contractor shall maintain all the tools required for servicing of Life Rafts.
- F. The contractor is liable to supply the Life Rafts after servicing with the entire satisfaction of the MMD /IRS and with necessary certification. MMD / IRS Survey Fees will be paid as per actual amount.
- G. A list of service requirement and materials requirement in the Schedule II(A)-price bid and schedule II(B) -price bid to be individually quoted in the price bid.
- H. For the purpose of evaluation, the Total amount for service in schedule II(A) and total amount for materials in schedule II(B) will be added together.
- I. The details of liferafts in use on Board Floating crafts owned by Cochin Port Trust mentioned in annexure-VI.
- J. The Tenderer may visit Cochin Port Trust to see the liferafts fitted on Board crafts if required.

2. MINIMUM QUALIFICATION CRITERIA, (MQC)

- A. Average Annual Financial Turnover during the last three financial years ending 31st March 2021 shall not be less than Rs 4.96 Lakhs. Proof to be submitted duly certified by the Chartered Accountant.
- B. Experience of having satisfactorily executed "similar works" during last 7 years as on 31st Oct 2021. (Copy of the work order to be attached. Also copy of performance certificate to be attached as proof).
 - i. One similar work costing not less than Rs 13.23 lakhs.
 - ii. Two similar work each costing not less than Rs 8.27 lakhs.
 - iii. Three similar works each costing not less than Rs 6.62 lakhs,
"Similar work" means at least one year experience in servicing of life rafts during the last seven years as on 31st Oct 2021 in PSU , state govt , central govt, Indian major Ports ,State Ports , Indian navy or private firms.

Note: Experience certificate of works executed in private sectors/organisations shall be considered for qualification, only on submission of TDS certificate along with work order and performance certificate
- C. The Tenderer should have approval from DG shipping for servicing of Life rafts. Copy of valid certificate to be submitted.

3. The Tenderer is expected to examine all instructions, forms, terms and specifications etc. in the Tender document. Failure to furnish all information or documentation required by the Tender documents may result in the rejection of Tender.

4. **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/CPT or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp

5. The Tender fee , Rs. 2240 /- including GST, shall be remitted in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial banks payable at Cochin or Online Payment in favour of FA & CAO, Cochin Port Trust, payable at Cochin. Tenders without cost of tender document will not be accepted. **The fees is non refundable.**

6. The instrument evidencing payment of Tender Fee as per clause 5 above shall be scanned and attached in the e-tender portal www.tenderwizard.com/CPT. Original Demand Draft/Banker's Cheque towards Tender Fee has to reach office of the Deputy Conservator on or before the date and time fixed for opening of techno-commercial bid.

In case of Regd. Post / Courier, it should be sent to "Deputy Conservator, Marine Department, Cochin Port Trust, Cochin Port, Kerala, Pin-682009. Offers not accompanied with the above fees of the right value in shall be rejected.

Tender fee along with covering note in sealed cover shall be submitted with heading "E-TENDER FOR SERVICING OF LIFERAFTS FOR THE PERIOD 2022-24 " on or before the due date and time.

7. The Tenderers who are registered with NSIC/MSME are exempted from payment of Tender Fee. Copy of valid NSIC/MSME Registration Certificate as per MSMED Act shall be uploaded with the other Documents for availing exemption of Tender cost.

8. The Tenderer shall submit the Tender duly completed and shall be without any alterations, interlineations, correction or erasures except those in accordance with the addendum(s) / corrigendum(s) so issued by CoPT or as may be required and necessary to correct errors made by the Tender earlier. All such cancellations / alterations / amendments / changes shall be initialed by person(s) signing the Tender and duly authorized. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures

9. Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped on all pages for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed tender document (except price-bid) shall be scanned and uploaded in the e-tender portal www.tenderwizard.com/CPT. Any tender not so complete is liable to be rejected

10. At any time prior to the last date of submission of Tender, COPT may for any reason whatsoever, change or modify the Tender Documents by addendum(s) / Corrigendum(s). Tenderer may seek any clarification from COPT prior to submission of their bid. The addendum / corrigendum so issued will be uploaded in the website. The amendment to the Document so carried out will form part of the Tender and shall be binding upon the Tenderers. COPT may at their discretion extend that last date for submission of Tender to enable the Tenderers reasonable time to submit their Tender after taking into account such addendum / corrigendum

11. The Tenderer may modify or withdraw his Tender after submission provided the notice of modification or withdrawal is received in writing by COPT prior to the last date or such extended date, if any, for submission of Tender. No Tenderer will be permitted to

withdraw his Tender after the last date for submission of the Tender or such extended date as the case may be and before the expiration of the period of validity of the Tender or such extended dates as the case may be.

12. COPT may at its discretion extend the date and time for receipt of Tenders. Tenders received after the aforesaid time and date or the extended time and date, as the case may be, if any, will be not be considered for evaluation.

13. All costs, charges and expenses including stamp duty in connection with the Tender submission shall be borne by the Tenderer. In addition all costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement by the Tenderer's attorneys shall be borne and payable by the Tenderer. No claim in this regard would be entertained by COPT.

The rates and amounts submitted by the Tenderer shall be gross rates & amount inclusive of all other incidental charges that the tenderer may have to bear for the execution of the contract but does not include GST.

14. The Tenderer shall not put any counter conditions. Any counter offer as well as any alterations in the work / scope of work, as specified in the Tender, shall disqualify the Tenderer forthwith.

15. Joint Venture is not allowed in the Tender.

16. Bid submission

Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid** through e-Tender mode. Tender Documents shall be submitted **online only**, duly filled in, signed and stamped on all pages before the due date and time for receipt of Tender

Information Required In The Bid

Part I - Technical Bid shall contain scanned copy of all documents as per the schedule I. The Demand Draft/Bankers Cheque towards Tender fee should be submitted in original to Cochin port trust before opening of tender, and scanned copy to be submitted online as mentioned in schedule I.

All pages of the Tender documents shall be duly signed and stamped by the Tenderer. The Tenderer should not indicate his basic cost offer anywhere directly or indirectly, and indication or mentioning of any such offer shall disqualify the Tenderer forthwith. Corrections if any shall be initialed and stamped properly. Disclosure / indication of the Price(s) in the Techno- Commercial Bid shall make the Tender disqualified and rejected.

For online submission of **Technical Bid**, the scanned copies of the documents to be submitted through e-Tendering mode only on www.Tenderwizard.com/CPT.

Part II: Price Bid shall contain the details as given in **Schedule -II(a) and Schedule II(b)** of the Tender document as issued and shall be complete in all respects. The price bid shall be submitted **online only** (MS-excel format separately uploaded in the website www.Tenderwizard.com/CPT). The prices shall be written both in words and figures and in case of any deviation, prices in words shall be valid and binding. Cochin Port Trust will not provide any forms for getting any exemptions from payment of duties and taxes. The rates and amounts submitted by the Tenderer shall be gross rates & amount inclusive of all other incidental charges that the tenderer may have to bear for the execution of the contract but does not include GST

Overwriting in the proforma in the **Schedule-II(a) and Schedule II(b)** of the Tender document is not permitted, Interpolations, alterations, deletions, or additions, if any, shall be duly authenticated by the signature(s) of the Tenderer.

- 17.** The Tenderer shall quote price bid **in Indian Rupees only**. No other currency would be accepted. Any offers received in other currencies will be treated as “Non-Responsive” and will not be considered for further evaluation.
- 18. AUTHORITY IN SIGNING TENDER DOCUMENTS**
- i. If the Tender is submitted by an individual, it shall be signed, also giving his full name and address.
 - ii. In the event of the Tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. A certified copy of the partnership deed shall be attached along with the Tender. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper-power-of attorney authorizing him to do so and to bind the partnership firm in all matters pertaining to the contract including the arbitration clause; such power-of-attorney shall be attached with the Tender.
 - iii. In case of a company, a resolution of Board of Company shall be submitted. The Tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.
 - iv. Power of attorney shall be duly notarized. Photocopy of the old notarized document will not be accepted. The successful bidder will provide the originally notarized copy before entering into an agreement
- 19. EMD:** 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 – V**) shall be furnished as per the format enclosed. Otherwise, the bids will be rejected.
- 20.** Tender 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 their Tender online.
- 21.** An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process so as to influence the Tender process and have not committed any offence in connection with the Tender, has to be furnished in **Annexure-I**.
- 22.** Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender has to be made in **Annexure-II**. In case no payment is made or proposed to be made, a NIL statement shall be given.
- 23.** An undertaking that no changes have been made in the Tender document downloaded has to be furnished in **Annexure-III**.
- 24.** An undertaking that “**Price bid**” does not contain any techno-commercial condition has to be furnished in **Annexure-IV**.

25. Tenderer shall complete and submit all the Annexures with all the information called for therein and sign with date and stamp all the pages of the Tender document and the documents mentioned in 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.

26. 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. Rate includes all applicable duties etc except applicable GST. The rate should be written in words as well as in figures. In case of dispute rates in words shall be final.

27. OPENING OF THE TENDERS: – Technical Bid

The technical bids of the Tenders received will be opened first.

Technical Bid shall be opened online in the office of the Deputy Conservator, Cochin Port Trust as per the date and time fixed in the time schedule. Submission of Cost of Tender document is verified initially. **In case the cost of tender document is not deposited or proof of same is not submitted or is not in order, such bids will be rejected and the Price Bid of the defaulting bidder will not be opened .**

28. OPENING OF THE TENDERS: – Price Bid:

Price Bid of those Tenderers found responsive in the evaluation of Technical bid, will be opened . Short listed bidders will be communicated about the date and time of opening of the price bid. The Bidder's name, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Deputy Conservator may consider appropriate, will be announced by the Deputy Conservator at the time of opening.

The price bids shall be opened **online only** . The price bid of the technically qualified bidders online will be opened online on a date intimated by the Dy. Conservator.

29. The Tender shall remain valid and open for acceptance for a period of 90 days from the 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 thereto shall be made in writing by post or email or by fax. The Tenderers will have an option to refuse the request. However, in the event of the Tenderer agreeing to the request, they will not be permitted to modify the Tender

30. CoPT's RIGHT TO ACCEPT OR REJECT ANY TENDER :

CoPT reserves the right to reject or accept any or all offers without assigning any reasons. CoPT is also within its rights to negotiate with any Tenderer for the early implementation of the award of contract.

31. DETERMINATION OF RESPONSIVENESS: COPT will determine whether the Tender is substantially responsive to the requirements of the Tender documents. For the purpose of this clause a substantially responsive Tender is one which inter alia conforms to all the

terms, general conditions and specifications 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. A Tender which, in relation to the cost estimates of COPT is seriously unbalanced may be rejected as non-responsive. The Tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation

32. The Tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the currency of the contract.

33. 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 email. However no changes in price or substance of the Tender shall be sought, offered or permitted.

34. 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.

35. PROCESS TO BE CONFIDENTIAL :

After the opening of Tenders, information relating to the examination, clarification, evaluation and comparisons of Tenders and recommendations, concerning the award of contract shall not be disclosed to Tenderers or any other persons. Any efforts by the Tenderers to influence the process of examination, clarification, evaluation and comparison of Tenders and decisions concerning award of contract may result in rejection of the Tenderer's bid.

36. ACCEPTANCE OF TENDER: The acceptance of a Tender will be at the discretion of the Deputy Conservator of Cochin Port Trust who does not bind himself to accept the lowest Tender and reserves to himself the authority to reject any or all the Tenders received without assigning any reason whatsoever

37. AWARD OF CONTRACT: Subject to above reservation, CoPT shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender.

38. LETTER OF ACCEPTANCE (LOA):

Prior to 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 (LOA- letter of acceptance) . The successful Tenderer will be required to execute an 'agreement' at his expense on Kerala State Stamp Paper of adequate value in the prescribed departmental form for the due and proper fulfillment of the terms and conditions of the contract **within 30 days** of receipt of LOA. Until a formal contract is prepared and executed, the notification of award and form of Tender shall constitute a binding contract. **The Contractor must commence the work within 30 days of receipt of the LOA.** Any delay caused due to any correspondence / clarification / request etc. received from the Tenderer after the date of receipt of the Letter of Acceptance will be to the account of the successful Tenderer and no extension of time will be granted.If the successful tenderer fails to execute agreement within 30 days of receipt of LoA, CoPT would be entitled to cancel the contract.

39. NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER :

No correspondence will be entertained from the unsuccessful Tenderers.

40. 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 English language shall be accompanied by an English translation, in which case for purpose of interpretation of the Tender, the English translation shall govern.

41. The security deposit: The successful tenderer will be required to furnish Performance Security for 3% of contract price including taxes and duties in the form of an Account Payee Demand Draft/ Bank Guarantee from a Scheduled bank or online payment in an acceptable form with intimation to Cochin Port, within 30 days of receipt of LoA. The instruments towards the security deposit shall be valid for 60 days beyond the date of completion of the contract. The Security Deposit shall be refunded without any interest after the successful completion of the contract. If the supplier fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract from Security Deposit/any sums of money due or that may become due to the Supplier/encash the Bank Guarantee as the case may be. This is without prejudice to the rights of the Port Trust under the terms of this Contract. If the successful tenderer fails to submit security deposit within 30 days of receipt of LoA, CoPT would be entitled to cancel the contract.

42. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summary rejection. If the successful bidder fails to execute the agreement or furnish the security within the above mentioned periods, the Cochin Port Trust will be at liberty to cancel/reject the tender apart from exercising other remedies.

43. The tenderer must have valid PAN, GST registration which is to be submitted self-attested duly stamped and signed.

44. Tenderer needs to give an official email id which will be used for the communication

SIGNATURE OF BIDDER

GENERAL CONDITIONS OF CONTRACT

1. **Security Deposit:** The person whose Tender may be accepted (hereinafter called the CONTRACTOR) shall within 30 days of receipt of the Letter of acceptance (LOA) of the Tender, sign the contract indicating his acceptance of the terms & conditions. The security deposit in respect of this contract shall be 3% of the contract price. (Please Refer clause no 41 of instruction to tenderers). All compensation or other sums of money payable by the Contractor to the Board of Trustees of the Port of Cochin (hereinafter called the Board) under the terms and conditions of the contract may be deducted from the security deposit. GST at applicable rate will be charged on such recovery.
2. **Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
3. **TDS under GST Law:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.
4. **Payment terms**
 - A. The payment for the work carried out shall be made once in a calendar month
 - B. Payment shall be made after submission of the bill which shall be submitted in duplicate. Payment shall be made within 30 days from the date of submission of bill clear in all respects. However if payment of bill is delayed after 30 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only.
 - C. Payments due to the Contractor will be made to his Bank through NEFT/ RTGS (as per the applicable Cochin Port Trust payment rules). The bank details along with GST details, PAN No. etc, shall be furnished to the Deputy Conservator prior to release of first payment.
5. If any time after the commencement of the supplies/service, CoPT shall, for any reason whatsoever, not require the whole or part thereof as specified in the Tender to be supplied/serviced, the Deputy Conservator shall, in addition to his power to cancel the contract in whole or part, have power to terminate all liability of CoPT there under at any time after giving 30 days (all days inclusive) notice in writing to the Contractor of his desire to do so. In the event of such a notice being given, (a) the Dy. Conservator shall be entitled to direct the contractor to complete the supply / service up to the date of expiry of the notice and thereafter to cease their supply/service, and shall be paid for at the Tendered rate and (b) the Contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the execution of the contract in full but which he did not obtain owing to its premature termination, or for any loss which he might have sustained on this account.
6. Payments due to the Contractor will be made to his Bank account. The Contractor should furnish the bank account details.
7. If the contractor or his employees break, deface, injure or destroy property belonging to the Board, it shall be made good at the Contractor's own expenses. The Dy. Conservator however, reserves the right to make good the same at the cost and expenses of the contractor deducting the cost of the same from any monies due, or may become due, to the Contractor.
8. The bill for servicing each Life Raft shall be presented showing separately the materials used/replaced, and servicing charges. Each bill shall be accompanied by the

certificate issued by the MMD/IRS Surveyor in respect of that Life Raft. Certificate of equipment replaced should indicate its date of manufacture and date of expiry. Bills for the MMD/IRS Surveyor's inspection should be enclosed along with the servicing bills. Bills shall be presented only after the Rafts have been returned to the Crafts.

9. It shall be the responsibility of the contractor to protect the public and his employees against accidents from any cause and shall indemnify and protect the Board against any claims for damages or bodily injury to person or property resulting from any such accidents.

10. In every cases in which by virtue of the provision of Section 12 Sub-Section (1) of the Employees Compensation Act, 1923 the CoPT is obliged to pay compensation to a workmen employed by the contractor in execution of works, the CoPT will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the CoPT under Section 12, Sub Section (2) of the said Act, the CoPT shall at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the CoPT to the contractor whether under this contract or otherwise.

11. The CoPT shall not be bound to contest any claim made against it under section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to the CoPT full security for all costs for which the CoPT might become liable in consequence of contesting such claim.

12. On the breach of any terms of conditions of this contract by the contractor, the CoPT shall be entitled to retain the Security deposit, or the balance thereof, that may at that time be remaining and to realize the same as damages and compensation for the said breach, but without prejudice to the right of the CoPT to recover any further sums as damages from any sums due or which may become due to the contractor by the CoPT or otherwise however.

13. DEFINITIONS & INTERPRETATIONS:

Following words shall have the meaning hereby assigned to them except where contract otherwise requires.

i. Board : Board means the Board of Trustees of Port of Cochin, a body corporate under the Major Port Trust Act 38 of 1963 as amended from time to time or any other Officer duly authorized by them to execute the contract.

ii. Contractor : Contractor means a person , firm or company whose Tender has been accepted by the Board and includes the contractor personnel, representative, successor and permitted assignees.

iii. Chairman : Chairman shall mean the Chairman of Cochin Port Trust.

iv. Deputy Conservator : Deputy Conservator means the Deputy Conservator of Cochin Port Trust (Employer)

v. Works : Works mean, works to be executed in accordance with the contract.

vi. Contract : Contract means the notice inviting the Tender, the Tender and acceptance thereof and formal agreement if any executed between the Board and the contractor

together with the Documents referred to therein including the conditions with the appendix and special conditions, price schedule / bill of quantities and schedule of rates etc. All these Documents taken together shall be deemed to form one contract and shall be complementary to one another.

vii. Contract Price : The contract price means sum named in the Tender subject to such addition thereof on deduction from there as may be made under the provisions therein after contained.

viii. Approved : Approved means approved in writing including subsequent written confirmation of previous verbal approvals and 'approval' means approved in writing including as aforesaid.

xi. Deputy Conservator's Representative: Deputy Conservator's representative means any Officer duly authorized by the Deputy Conservator to supervise the works.

xii. Work done Certificate : Work done certificate means certificate issued by the Deputy Conservator or his representative where the work has been completed to his satisfaction in accordance with the contract.

xiii. Sub-contractor : Sub-contractor means any person or firm or company to whom any part of work has been entrusted by the Contractor with the written consent of the Deputy Conservator.

14. CARE AND DILIGENCE :

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Deputy Conservator for the proper, efficient and effective carrying out of their duties.

15. COMPLIANCE WITH STATUTORY REQUIREMENTS :

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Indian Employees Compensation Act, Employees State Insurance Act 1948, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or

otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor.

Notwithstanding the contractual obligation the Board shall be entitled to all protections and defences under the provisions of the Major Port Trusts Act, 1963 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

16. ASSIGNMENT AND SUBLETTING :

The Contractor shall not sublet the whole or part of the contract.

The contractor shall not be permitted to sublease the work nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Deputy Conservator and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

17. The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Deputy Conservator upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

18. The contract shall remain valid for a period of two years from the date of commencement of service.

19. PAYMENT OF TAXES :

The Contractor shall be liable to pay all taxes, levies and duties etc except GST to State Govt. or Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of the contract. The GST if applicable will be paid by COPT as per prevailing rates. Any new taxes introduced further or existing taxes enhanced / reduced by State / Central Govt. after the date of submission of Price Bids shall be considered accordingly for additional payment / deduction.

20. CoPT's LIEN :

The CoPT shall have a lien on and / over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount

lying with them or under their control and in respect of any debt or sum that may become due and payable by the CoPT to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the CoPT and the contractor. If any lien or claim remained unsettled after all payments are made, the Contractor shall on demand by CoPT, refund or pay the CoPT all moneys demanded and that the latter has paid to contractor including all costs and reasonable expenses.

21. CONTRACTOR TO INDEMNIFY CoPT :

i) Contractor shall indemnify CoPT and every member, worker and employee of the CoPT against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made by against CoPT for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract , CoPT shall not be liable for or in respect of any damages or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor and Contractor shall indemnify and keep indemnified CoPT against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

ii) Should CoPT have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred shall be charged to and paid by Contractor and contractor shall not be at liberty to dispute or question the right of CoPT to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

22. EMPLOYEES OF CoPT NOT INDIVIDUALLY LIABLE:

No official or employee of the CoPT shall in any way be personal 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.

23. FORCE MAJEURE:

(i) 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.

(ii) The term Force Majeure shall include but not limited to acts of God, war, riot, sabotage and acts and regulations of Government of India, State Government or any local Government / authority.

(iii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby, 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 shall make liable the party being denied of the shelter of the clause.

(iv) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

(v) The decision of the Deputy Conservator, COPT shall be final and binding in this regard.

(vi) Notwithstanding with anything contained therein above the total contract period of two years will no way be enhanced by way of operation of the clause.

24. TERMINATION OF CONTRACT :

- i. The Deputy Conservator reserves the right to terminate the contract by giving 30 days notice to the Contractor, in case of breach of agreement.
- ii. The Contract may be terminated by either party by giving 90 days notice.
- iii. The Contractor shall be debarred to participate in any Tender of Cochin Port Trust for a period of 2 years in case the contract is terminated pre-maturely due to serious breach of agreement by the contractor.

25. DISPUTE AND APPEAL :

In the event of any dispute out of the contract, it is hereby agreed to settle the dispute by mutual discussions/negotiations. In the event of failure of mutual negotiations/discussions, the matter can be referred to arbitration as provided herein below:

Both parties together shall appoint a Sole Arbitrator to resolve the dispute and the Award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the contract subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportion the Arbitrator's fee as well as cost incurred for Arbitration shall be borne. The Arbitrator may with the consent of the parties extend the time from time to time to make or publish the Award, as the case may be. The venue of the Arbitration shall be Kochi.

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the conciliation committee /council, if agreed by both the parties shall then be placed for the consideration of the Board of Trustees of Cochin Port subject to the Delegation of Powers

Schedule I

List of Documents –scanned copy -to be submitted online

PART 1 -TECHNICAL BID

Sl.No.	Description of Documents	Remarks
1	Tender fee (non refundable) in the form of DD/Banker's Cheque /Or Valid NSIC regn certificate	Yes/No
2	FORMAT OF DECLARATION IN-LIEU OF EMD/BID SECURITY (To be submitted on the Bidder's Letter Head) ANNEXURE -V	Yes/No
3	Tender Document including corrigendum if any duly filled (except price bid), signed and stamped on all the pages.	Yes/No
4	Undertaking regarding illegal methods for influencing Tender process Annexure-I	Yes/No
5	Disclosure of payment made/ proposed to be made to the intermediaries in connection with the Tender Annexure-II	Yes/No
6	Undertaking that no changes have been made in the Tender Document downloaded Annexure-III	Yes/No
7	Undertaking that price bid does not contain any techno commercial conditions Annexure-IV	Yes/No
8	Average Annual Financial Turnover during the last three financial years ending 31 st March 2021 shall not be less than Rs 4.96 Lakhs. Proof to be submitted duly certified by the Chartered Accountant (MQC)	Yes/No
9.	Experience of having satisfactorily executed "similar works" during last 7 years as on 31 st Oct 2021. Copy of the work order to be attached (MQC)	Yes/No
10	Experience of having satisfactorily executed "similar works" during last 7 years as on 31st Oct 2021 . copy of performance certificate to be attached as proof (MQC)	Yes/No
11	The Tenderer should have approval from DG shipping for servicing of Life rafts. Copy of valid certificate to be submitted (MQC)	Yes/No
12	The Tenderer must have valid PAN card. Copy to be submitted.	Yes/No
13	The Tenderer must have valid GST registration. Copy of the certificate to be submitted.	Yes/No
14	A covering letter with Tenderers address , phone /fax no ,email address.	Yes/No
15	Copy of valid Power of Attorney if applicable (duly notarized).	Yes/No

Note: All the Documents submitted by the Tenderer shall be neatly filed online for easy reference.

Tenderer's Signature with seal.

Schedule – II (A)
Part 2 Price Bid (service)

Name & Address of the Tenderer

Sl. No.	Particulars	Quantity For 2 year	Rate per Unit in Rupees	Total in Rupees
01	Handling and Transportation charges to & from CoPT	15 Nos X 2 yr.		
02	Gas inflation test	8 nos		
03	Basic Servicing of Rafts	15 Nos X 2 yr.		
04	H. R. Fitting charge	15 Nos.X 2 yr		
05	Co2 Cylinder recharging & Pressure Testing	08 Nos.		
06	Container, Painting & Stencilling	15 Nos. X 2 yr		
07	Anti-mould and Anti-wick Treatment	15 Nos X 2 yr		
08	Container repair charges	3000 sq inch		
09	Nylon securing strap (supply)	15 Nos.		
10	Manufacturer /OEM Certification fee	15 rafts X 2yr		
11	Fabric repair charges	300 Sq.Ft.		
12	Relief valve service	30 x 2 yr		
13	Washing cleaning and drying of life rafts	15 x 2 yr		
14	Operating head servicing	15 x 2 yr		
15	Topping up valve servicing	15 x 2 yr		
16	Water proof taping for pack box service	15 x 2 yr		
17	Loading unloading at service station	15 x 2 yr		
18	Working press test of life raft	15 x 2 yr		
19	NAP test (necessary addl press test)	15 x 2 yr		
Total in words For service			Total(Figures) For service	

Note:

1) Any other repairs required as per recommendations of MMD/ IRS Surveyor will be paid as per actual. MMD / IRS Survey Fees will be paid as per actual .For the purpose of evaluation, the Total amount for service in schedule II (A) and total amount for materials in schedule II (B) of the price bid will be added together. The amount to be quoted above is exclusive of GST.

2) This form shall be filled in the MS-EXCEL format only as uploaded in the website.
www.Tenderwizard.com/CPT

Schedule – II (B)
Part 2 Price Bid (Materials)

Name & Address of the Tenderer

Sl. No.	Particulars	Quantity	Rate per Unit / No. / Sq.Ft. in Rupees	Total in Rupees
01	Smoke Float per Unit (3 year life-6 months)	15 No's		
02	Parachute Rockets(3 year life-6 months)	30 No's.		
03	Hand Flares(3 year life-6 months)	45 No's.		
04	First Aid Kit (18 months life)	15 Nos. X 2yr		
05	Retro – Reflecting Tapes (2 inch wide)	300 Feet X 2yr		
06	Anti Sea Sickness Tablets 120 nos per raft	15Rafts		
07	Sea Cells	15 Sets X 2yr		
08	Rubber Bellow	8 No's.		
09	Signalling Torch	8 No's		
10	Labels set of 3	30 no		
11	FRP container renewal 10/12 persons	1 NO		
12	FRP container renewal 20 persons	2 No's		
13	Renewal of Disposable HRU	15 Nos.		
14	Sealing gasket	15 no x 2 yr		
15	Container ID kit	15 no x 2 yr		
16	Light unit	15 no		
17	Relief valve	9 no		
18	Topping up valve	15 no		
19	Bursting strap	60 no x 2 yr		
20	sea sickness bag	180 no		
21	Repair kit solution set of 2 x 50gm	30 no		
22	Polythene liner of 5 m	30 no		
Total in figures (for materials)		Rupees		
Total in words (for materials)		Rupees		

Note:

1) Any other repairs required as per recommendations of MMD/ IRS Surveyor will be paid as per actual. MMD/ IRS Survey Fees will be paid as per actual .For the purpose of evaluation, the Total amount for service in schedule II (A) and total amount for materials in schedule II (B) of the price bid will be added together. The amount to be quoted above is exclusive of GST.

2) This form shall be filled in the MS-EXCEL format only as uploaded in the website.
www.Tenderwizard.com/CPT

ANNEXURE I (PROFORMA OF UNDERTAKING)

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No. so as to influence the Tender process and have not committed any offence in connection with the Tender.

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE II (PROFORMA OF DISCLOSURE OF PAYMENT)

MADE / PROPOSED TO BE MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE TENDER

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Tender No

1. _____ to Mr./Ms./Messrs _____

_____ (Name and Address)

2. _____ to Mr./Ms./Messrs _____

_____ (Name and Address)

3. _____ to Mr./Ms./Messrs _____

_____ (Name and Address)

Yours faithfully,

Signature :

Name & Designation :

Note: In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.

ANNEXURE III (PROFORMA OF UNDERTAKING)

THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....
.....do hereby confirm that no changes have been
made in the Tender Document downloaded and submitted by us for the Tender No
.....

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE IV (PROFORMA OF UNDERTAKING)

THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

To

The Dy. Conservator,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....
.....do hereby confirm that PRICE BID of the Tender submitted by us for the
Tender No. do not contain any condition.

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE -V
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 required Performance Security/ Security Deposit or sign the Contract, within the time limits specified in the Tender Document.

Signature of the Tenderer with seal

ANNEXURE VI

Details of life raft on Board Cochin Port floating crafts

Vessel	Manufacturer	Type	Capacity	SI no	Quantity
Tug Vypeen	SHM	A-20(II)	20 20	20/159 20/158	2
Tug Vallarpadam	SHM	A-20(II)	20 20	20/157 20/156	2
Dredger Nehru Shatabdi	Galvanisers India	Markwell	25 20 20 20	GI+25104 GI+20607 GI+20918 GI+20787	4
Dredger Nehru Shatabdi	Shanghai Youlong	KHA-20	20 20 20	2054 2052 2051	3
Dredger Nehru Shatabdi	Shangai Star Rubber Products	Raft –A-20(II)	20	A0820253	1
Pilot New	Shangai Haian	HAF-10	10	1189	1
MV Venad	Galvanisers India	Markwell	20	GI+20976	1
MV Venad	Galvanisers India	Markwell	20	GI+ 20919	1

Form of Bank Guarantee

FOR SECURITY DEPOSIT
(TO BE EXECUTED ON STAMP PAPER OF APPLICABLE VALUE)
GUARANTEE BOND NO.

In consideration of the Board of Trustees of the Port of Cochin (hereinafter called the "Port Trust" which expression shall include their successors and assignees) having accepted the tender No..... datedsubmitted by M/s..... <Name & address of tenderer>.... (Hereinafter called "the said tenderer") for <name of work>..... as per the Deputy Conservator Cochin Port Trust's order No dated and having agreed to exempt M/s <Name & address of tenderer>..... (hereinafter called as the "tenderer" which expression shall include their successors and assignees) from the demand under the terms and conditions of the said tender and the agreement to be executed between the Port Trust and the said tenderer and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called " the said agreement") of Security Deposit for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for Rs.(Rupees only).

We,..... <Name of Bank> (hereinafter referred to as "the Bank") do hereby undertake to pay to the Port Trust an amount not exceeding.....(Rupees... ..only) against any loss or damage caused to or suffered by the or would be caused to or suffered by the port Trust by reason of any breach by the said Tenderer(s) of any of the terms or conditions contained in the agreement.

We, Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port Trust stating that the amount claimed is required to meet the recoveries due or likely to be due from the said tenderer(s). 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 an amount not exceeding Rs.

We,..... Bank Ltd., undertake to pay to the Port Trust any money so demanded notwithstanding any dispute or disputes raised by the tenderer(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 tenderer(s) shall have no claim against us for making such payment.

We Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Port Trust under or by virtue of the said agreement have been fully paid and its

claims satisfied or discharged or till an Officer– in – charge on behalf of the Port Trust certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said tenderer(s) and accordingly discharges this guarantee.

We,..... Bank Ltd., further agree with the Port Trust that the Port Trust shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said tenderer(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer (s) or for any forbearance act or omission on the part of the Port Trust or any indulgence by the Port Trust to the said tenderer(s) 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.

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

We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port trust in writing. This guarantee shall be valid up to unless extended on demand by Port Trust. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees..... only) and unless claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

SIGNATURE

Dated theday of.....
for Bank Ltd.