

GENERAL CONDITIONS

1. The work under this contract covers Annual Maintenance Contract (AMC) for **three** years for the Photocopier Machine Toshiba E-Studio 3518A, Machine SR.No.CZDJ49529 attached to Board section.
2. Quotationer shall be authorized service centers for 'Toshiba' photocopier. Proof of same shall be produced.
3. The Contract is for a period of **3** years and the quotationer shall be responsible to provide all spares, consumables including Drum, Roller Developer, Toner and all services including software updates if any, during the AMC period, without any extra cost.
4. Payments will be made online on quarterly basis after successful completion of service and submission of bills.
5. The quotationer may quote their rate on per copy basis in the price bid format attached.
6. The rate quoted shall be excluding Goods & Service Tax (GST). The GST will be paid extra by the CoPT.
7. The Quotationer shall have valid GST Registration number. GST as applicable for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Trust, which will be paid to the successful Quotationer by the Port along with the bills, for which the successful Quotationer shall hold valid GST Registration number.
8. The successful quotationer/contractor is responsible for all the damage/repairs being occurred during repair/maintenance period of the Photocopier machine. The Contractor shall indemnify Cochin Port Trust for any loss caused to Cochin Port Trust, any sum, cost or compensation that Cochin Port may bear in consequence of the breach of the contractor to perform its duty or failure to maintain the machine properly.
9. CoPT will not bear any liability whatsoever in respect of the damage occurred to photocopier by the act of the Contractor or the representative. The CoPT will also not bear any liability whatsoever in respect of any loss/damage or casualties meet to the contractor or his representative for the executing jobs related to this Contract. The Contractor shall keep CoPT indemnified against all losses or damage or liability arising out or imposed in the course of employment of persons by the Contractor.
10. Quotations shall be valid for a period of 60 days from the last date of submission of quotation.
11. Subject to below reservation, CoPT shall award the Contract to the Quotationer whose offer has been determined to be the lowest evaluated quotation and is substantially responsive to the Quotationer. The acceptance of a quotation will be at the discretion of the Secretary of Cochin Port Trust who does not bind herself to accept the lowest quotation and reserves to herself the authority to reject any or all the quotations received without assigning any reason whatsoever.
12. A register shall be maintained by the quotationer for entering the readings for

each payment. The register shall be duly certified/ signed by the Officer-in-Charge of the machine for each payment. Invoice for payment shall be furnished along with the register.

13. All the software of the installations shall be covered under AMC.
 14. When any repair/service of the machine is reported, the same shall be attended immediately/on the same day within a reasonable time. No travel expenses will be payable by CoPT. If the contractor fails to attend to the repairs within a reasonable time, CoPT will be at liberty to engage another authorized representative of the manufacturer and deduct the cost incurred from the Security Deposit. Such amount shall be recouped in Security Deposit within a period of 5 days. If such failures are repeated for more than 3 times during a period of 3 months, CoPT will be entitled to terminate the contract and also the Security Deposit shall be forfeited.
 15. If the quotationer cease to be an authorized service centre for Toshiba photocopiers the same shall be intimated at least 45 days in advance on such discontinuance. The contract with CoPT will stand cancelled on termination of the authorized service centre status of the quotationer by M/s.Toshiba photocopiers and CoPT will be at liberty to engage another authorized service centre for the work.
 16. **Dispute Resolution, Jurisdiction & Conciliation:** In the event of a dispute in connection with this Agreement, the disputing party shall issue a notice to the other party to seek resolution of the dispute. Forthwith upon receipt of the notice by the other party, the parties shall engage in mutual discussions and endeavour to resolve the dispute within a period of thirty (30) days from the date of receipt of notice by the other party. In the event the dispute is not resolved within such period of thirty (30) days, the dispute shall be referred to sole arbitrator to be appointed by Cochin Port Trust and the Arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration shall be held at Cochin and the arbitration shall be conducted in the English language. This agreement thereof shall be governed by laws of India and Courts of Kochi shall have exclusive Jurisdiction to entertain a dispute in connection herewith.
 17. **Execution of Agreement:** The successful Quotationer will be required to execute within 8 days from the date of receipt of work order, an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental form, consisting of the work order issued to the Quotationer, together with the Quotation submitted by him including General Conditions, for the due and proper fulfilment of the contract (**Annexure –I**).
- Till signing of agreement, the Quotation together with the acceptance letter shall constitute a binding contract between the Quotationer and Cochin Port. If the successful quotationer fails to execute the Agreement within the time period prescribed by Cochin Port Trust or within period extended by it, Cochin Port Trust would be entitled to cancel the work order and terminate the contract forthwith.
18. **Security Deposit:** The successful Quotationer will be required to furnish Security Deposit @ 3% of the Estimated Value not later than **5 days** from the date of

receipt of work order in one of the following forms; failing which CoPT is entitled to cancel the work order forthwith.

- (i) Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank/Nationalised bank in favour of FA&CAO,CoPT
or
- (ii) through NEFT/RTGS to the bank account of Cochin Port.

For signing Agreement, it is mandatory that Security Deposit is furnished. The Security Deposit shall not carry interest and the same, subject to deductions and other reservations, would be returned to the successful quotationer within 30 days after completion of AMC period. CoPT shall be entitled to deduct any sum under the Security Deposit for any amounts, dues or damages payable by the successful bidder to Cochin Port Trust.

The Estimated Value of the Tender is Rs.147276/-

19. **EMD:** In pursuance to the direction from the Ministry of Ports, Shipping and Waterways and Ministry of Finance, the EMD is waived off, subject to production of a declaration in lieu of EMD as per the format for the declaration enclosed as **Annexure-II**.
20. Terms & conditions herein shall form part of contract/Agreement.
21. **Termination of Contract:** The Contract shall be terminated under following circumstances:
 - i) If the contractor, in the judgment of the Cochin Port Trust, has engaged in fraud and corruption, in competing for or in executing the contract.
 - ii) Violation of any of the conditions of the contract by the Contractor or the persons acting on his behalf or any of his employees. In such cases the security deposit will be forfeited and further action deemed fit will be initiated against the Contractor.
 - iii) The Contractor has the right to terminate this contract on his own by giving 30 days written notice to the management after approval of his request for termination.
 - iv) Notwithstanding anything contained in any of the clauses herein, Cochin Port Trust reserves the right to terminate this Agreement without assigning any reason by giving 30 days notice in writing to the Contractor without payment of compensation in any manner whatsoever. Cochin Port Trust shall also be at liberty to terminate this Agreement forthwith without any notice to the Contractor or payment or in lieu thereof, if, on account of any statute or order or rule or regulation or award, judgment or decision, Cochin Port Trust is required not to have the aforesaid services as provided under this Agreement.
 - v) Cochin Port Trust, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Trust's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

vi) Dispute or difference on any matter whatsoever, pertaining to the tender conditions shall not be raised by the contractor after submission of this Tender.

**SIGNATURE OF THE QUOTATIONER.
NAME & ADDRESS**

Documents to be attached

1. Document to confirm the quotationer is currently an authorized service centre for Toshiba photocopiers with duration indicated
2. GST Registration details/copy