

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

AGREEMENT NO. OF 2022

Sub: “To carry out the Annual Energy Audit and Periodic Energy Accounting in the power distribution system owned by Cochin Port Authority at Willingdon Island and Vallarpadam and Puthuvypin”

THIS agreement is made at Cochin on day ofTwo thousand and Twenty two (..... --2022) *between* THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, having PAN Card No. AAALC1134F, represented by its Chief Mechanical Engineer, Sri V. Thurai Pandian, S/o Sri.K.Vairava Sundaram, aged 56 years residing at 7D, DD Bhavanam, Vidya Nagar cross road, Kadavanthra, Kochi-682 020 (hereinafter referred to as “The Employer” which expression shall include their successors, assignees and administrators in the office) of the one part AND M/s. represented by Sri/Smt.. ----- aged -----years, son/daughter of Sri. ----- residing at ----- (House name and No.) ----- District ----- State ----- (hereinafter referred to as “The Contractor” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the “Employer” had called for the tenders for “To carry out the Annual Energy Audit and Periodic Energy Accounting in the power distribution system owned by Cochin Port Authority at Willingdon Island and Vallarpadam and Puthuvypin” vide Tender Notice No. Dt: and the contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc.

AND WHEREAS the said tender of the contractor has been accepted by the employer and a letter of acceptance No..... Dt: has been issued to the contractor accepting their tender subject to the “General Conditions of Contract”, “Instructions to the Tenderers” and such other contract documents. And as per one of the terms of the above work order, an agreement has to be executed between the contractor and the employer.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

1. The contractor hereby agrees to execute the work “To carry out the Annual Energy Audit and Periodic Energy Accounting in the power distribution system owned by Cochin Port Authority at Willingdon Island and Vallarpadam and Puthuvypin” as described in the schedule, its annexure etc. at the rates shown there under subject to the “General Conditions of Contract”, ‘Scope of work’ and ‘Technical Specifications’ and all hereunto annexed within from the date of issue of Letter of Acceptance or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The contractor has furnished a Bank Guarantee for **Rs.....** (Rupeesonly) vide Bank Guarantee No. ----- Dated----- from -----, in lieu of Security Deposit for the due and proper fulfillment of the contract. The contractor further agrees that the aforesaid Bank Guarantee will be kept valid until two months beyond the expiry of the Guarantee Period. The contractor also agrees that the Bank furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 3% 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 Contractor's bills.

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - a) Cochin Port Authority’s Tender Notice No.M Dt:
 - b) Offer from M/s.No:..... dated.....
 - c) Cochin Port Authority’s LoA No..... Dt:.....
 - d) This office e-mail letter dated and your reply through e-mail received on
3. The Conditions given in the LoA dated shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the contractor 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 CONTRACTOR hereunto set his hand and seal on behalf of M/s.....And on behalf of the BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT, 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 -----

CONTRACTOR

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

1) Signature with address:

2) Signature with address:

Signed, sealed and delivered by

The Chief Mechanical Engineer,

Cochin Port Authority on behalf of

EMPLOYER

the Board of Major Port Authority for Cochin Port.

Signed and affixed the common seal of the

Board of Major Port Authority for Cochin Port,

in the presence of

1)

2)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(TO BE EXECUTED ON STAMP PAPER WORTH RS.200/-)
GUARANTEE BOND NO.

In consideration of the Board of Major Port Authority for Cochin Port commonly known as Cochin Port Authority, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, having PAN Card No. AAALC1134F, (hereafter called the “Cochin Port” which expression shall include their successors and assignees) having accepted the tender No..... dated submitted by M/s..... (hereinafter called “the said tender”) for name of work “.....” as per the Chief Mechanical Engineer, Cochin Port Authority’s order No..... dated and having agreed to exempt M/s..... (hereinafter called as the “Contractor (s)” 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 Cochin Port and the said contractor 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 contractor(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for **Rs.....** (Rupees).

1. We,..... (Name of Bank) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Cochin Port an amount not exceeding **Rs.....** (Rupeesonly) against any loss or damage caused to or suffered by the or would be caused to or suffered by the Cochin Port by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the agreement.
2. 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 Cochin Port stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(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.....** (Rupees.....).
3. We,..... Bank Ltd., undertake to pay to the Cochin Port 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 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 Cochin Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer – in – charge on behalf of the Cochin Port certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We,..... Bank Ltd., further agree with the Cochin Port that the Cochin Port 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Cochin Port against the said contractor(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 contractor (s) or for any forbearance act or omission on the part of the Cochin Port or any indulgence by the Cochin Port to the said contractor(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.

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

7. We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Cochin Port in writing.

This guarantee shall be valid up to unless extended on demand by Cochin Port. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to **Rs.....** (Rupees only). and unless in 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.

Dated theday of

for Bank Ltd.

