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Cochin Port Authority

COCHIN PORT AUTHORITY

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Tender Document

“Supply, Demonstration, Testing, Trials and Commissioning” of one number new Fork Lift Truck of three tons capacity for Cochin Port Authority.

**Office of the Chief Mechanical Engineer
Cochin Port Authority
Willingdon Island, Cochin, 682009
Kerala, India**

Supply and Commissioning of one number new Fork Lift Truck of three tons capacity for Cochin Port Authority

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Office of the
Chief Mechanical Engineer
Cochin Port Authority
Cochin, 682009

No. D3/Fork Lift Truck 1No./2024-M

Dated:30.10.2024

NOTICE INVITING TENDER

1. Tender is invited through GeM Portal in Single Stage Two Cover bidding procedure (Technical Bid and Financial Bid), by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, from reputed firms meeting the Minimum Qualification Criteria specified below for “Supply, Demonstration, Testing, Trials and Commissioning” of one number new Fork Lift Truck of three tons capacity for Cochin Port Authority” as per the Scope of work and Technical Specification.
2. Minimum Qualification Criteria (MQC): Tenderer should satisfy the following pre-qualification criteria to prove the techno-commercial competence and submit the documents in support.
 - 2.1. The tenderer should be either an Original Equipment Manufacturer (OEM) or Authorized dealer / distributor of Fork Lift Trucks. If the tenderer is an Authorized dealer / distributor, copy of valid dealership certificate from the Original Equipment Manufacturer shall be furnished.
 - 2.2. The Fork Lift Trucks offered should meet the Specification furnished in the Scope of Work and Technical Specification. The tenderer shall submit the full particulars of the offered Fork Lift Trucks enclosing printed pamphlets/ catalogues/brochures of FLT offered in the Technical bid.
 - 2.3. The Average Annual Financial Turnover of the tenderer should be not less than Rs.3,30,000/- during the last three financial years ending 31.03.2024 ie. (Year 2021-22,2022-23 and 2023-24). A statement as per Annexure-3 duly certified by the Chartered Accountant showing the Average Annual Financial Turnover over the last three financial years ending 31.03.2024 shall be submitted along with the tender. Chartered Accountant should furnish their UDIN in the certified copy along with UDIN QR code.
3. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
 - 3.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
 - 3.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, black

listing / debarring by Govt. Departments etc.

4. Bid information:

Table 2

1	Estimated Cost	Rs. 11,00,000/- including GST.
2	Earnest Money Deposit (Exemption shall be given as per Clause No. 8 below)	Rs. 22,000/-. (EMD shall be furnished in the form of Account Payee Demand Draft / Banker's Cheque drawn in favour of "FA&CAO, Cochin Port Authority" / Online payment in an acceptable form safeguarding the purchaser's interest in all respects)
3	Validity period of tender	120 days from the last date of Tender submission.
4	Period of Supply	90 days from the date of LoA.
5	Pre bid date	11.00 Hrs on 08.11.2024

5. Cochin Port Authority will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder's premises to access the GeM Portal.
6. Under any circumstances, Cochin Port Authority shall not be liable to the bidders for any direct / indirect loss or damages incurred by them, arising out of incorrect use of the GeM Portal or internet connectivity failures. The bidder has to download Addendums / Amendments / Errata / Replies to the queries of the bidder etc., if any, issued by the Employer in the GeM portal/CoPA web site/CPMP ie www.gem.gov.in , www.cochinport.gov.in , www.eprocure.in and submit copies of Tender documents, Addendum/Corrigendum etc. along with the Technical bid duly signed and company seal affixed in all the pages.
7. Bank details of Cochin Port Authority are as follows: State Bank of India, Cochin Port Authority Branch, IFSC Code: SBIN0006367, Account No. 41401802288.
8. Exemption from the payment of EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department. The tenderers shall furnish a copy of the NSIC / MSME / UAM certificates for the exemption of EMD along with the Technical bid. Such Certificates should mention the QR code of such registration.
9. The bidder shall submit instruments towards the cost of EMD in original to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, Kerala before the Tender opening date and upload the scanned copy of the instruments towards the cost of EMD through GeM Portal along with the technical bid. In the case of MSEs, copy of MSME / NSIC / UAM Registration certificate having QR code shall be uploaded along with the tender. Non submission of above documents will make the tender liable for rejection.

Sd/-
Chief Mechanical Engineer

INSTRUCTIONS TO TENDERERS

1. Tender is invited through GeM Portal in Single Stage Two Cover bidding procedure (Technical Bid and Financial Bid), by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, from reputed firms meeting the Minimum Qualification Criteria specified below for “Supply, Demonstration, Testing, Trials and Commissioning of one number new Fork Lift Truck of three tons capacity for Cochin Port Authority” as per the Scope of work and Technical Specification.
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 - 2.1 The tenderer should be either an Original Equipment Manufacturer (OEM) or Authorized dealer / distributor of Fork Lift Trucks. If the tenderer is an Authorized dealer / distributor, copy of valid dealership certificate from the Original Equipment Manufacturer shall be furnished.
 - 2.2 The Fork Lift Trucks offered should meet the Specification furnished in the Scope of Work and Technical Specification. The tenderer shall submit the full particulars of the offered Fork Lift Trucks enclosing printed pamphlets/ catalogues/brochures of the makers along with the Technical bid.
 - 2.3 The Average Annual Financial Turnover of the tenderer should be not less than Rs. 3,30,000/- during the last three financial years ending 31.03.2024 ie. (Year 2021-22,2022-23 and 2023-24). A statement as per Annexure-3 duly certified by the Chartered Accountant showing the Average Annual Financial Turnover over the last three financial years ending 31.03.2024 shall be submitted along with the tender. Chartered Accountant should furnish their UDIN in the certified copy along with UDIN QR code.
3. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
 - 3.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
 - 3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, black listing / debarring by Govt. Departments etc.
4. Even though the tenderers meet the above qualifying criteria, they are subjected to be disqualified if they have:
5. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
6. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, black listing / debarring by Govt. Departments etc.
7. The supply is to be executed as described in the tender document and in particular in the General Conditions, Special Conditions, Technical Specifications, Scope of Supply etc.

8. Before submitting the bid, the bidder shall examine carefully all conditions of contract, technical specifications, scope of supply, drawings etc.
9. Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bid.
10. Employer will not be liable for any financial obligation in connection with the work until such time the Employer has communicated to the successful bidder in writing his decision to entrust the Work.
11. Any error in description, any omissions there from shall not vitiate the contract and relieve the contractor from the execution of whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract.
12. The contractor shall be registered under GST and shall furnish copy of the GST registration certificate.
13. Invitation for Bids: The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification criteria.
14. Clarification of the Bidding Documents: The tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the tender document, these shall be sent by mail to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009, so as to reach the above office on or before the pre-bid meeting date and time. It is to be noted that no queries, clarifications will be answered after the pre-bid meeting.
15. Pre-Bid Meeting: A prospective tenderer requiring any clarification of the tender shall submit their queries through e-mail in advance before the pre-bid meeting. The Pre-Bid meeting will be held on the date and time mentioned in the Table 2 of Sl. No.5 Bid Information through Video Conference and the link will be shared to the bidders on their request. The bidders who wish to attend the Pre-bid Meeting may send clarifications before the Pre bid meeting.
16. Amendment of Bidding Documents: The Chief Mechanical Engineer, Cochin Port Authority shall have the right to revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of addenda / corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum / corrigendum, if any, shall be hosted in the GeM Portal as well as in the website of the Cochin Port and CPP Portal. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, Cochin Port Authority may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the GeM Portal and web site of Cochin Port and CPP Portal.
17. Eligibility of the Bidder: The firms who meet the Minimum Qualification Criteria are eligible to participate in the Tender.
18. Bid Validity: Bids shall remain valid for a period of 120 days from the last date of Tender submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before the expiry of validity period, or make any modification in the terms and conditions of the tender which are not as per the tender conditions, such tenders will be summarily rejected. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidder to extend the period of validity for an additional period. The request and bidders response shall be made through GeM Portal only. A bidder agreeing to the request will not be permitted to modify his bid, i.e. the extension shall be unconditional.
19. Bid Security / EMD:
 - 19.1 Each tender should be accompanied by an Earnest Money amounting to Rs. 22,000/ (Rupees Twenty Two Thousand only). EMD shall be furnished in the form of Account

- Payee Demand Draft / Banker's Cheque drawn in favor of "FA&CAO, Cochin Port Authority" payable at Cochin / Online payment in an acceptable form safeguarding the purchaser's interest in all respects. EMD will not carry any interest. Instruments towards remittance of EMD shall be forwarded to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009 before the due date for opening of Tender.
- 19.2 Exemption from the payment of EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department. The tenderers shall furnish a copy of the NSIC / MSME / UAM certificates for the exemption of EMD along with the Technical bid. Such Certificates should contain the QR code of such registration.
- 19.3 Bid Security / EMD will be forfeited if (a) Bidder withdraws his bid during the period of bid validity (b) Successful bidder fails either to commence the work, within the specified time limit or to sign the Agreement or furnish the required Performance Security within the specified time limit without prejudice to any other rights of the Employer for such default by the bidder.
20. Bid Submission: Bid shall be submitted in prescribed form in two parts: Technical Bid and Financial Bid.
- 20.1 Part-I, Technical Bid: The bids shall be submitted online only through the GeM Portal and should contain the scanned copies of the following documents. No bids shall be submitted offline.
- 20.2 Bid Security / EMD or relevant certificate for the exemption of EMD.
- 20.3 Letter of Submission as per Annexure-1.
- 20.4 Power of Attorney as per Annexure-2. Power of Attorney in original in favour of Signatory to the Tender duly authenticated by the Notary Public shall be submitted. In case of a Proprietary Concern, a declaration of the same along with the proof of business may be submitted. In case of the Partnership Firm, all partners shall together authorize one Partner by Power of Attorney. In case of a Company, a resolution of the Board of the Company shall be submitted, authorizing any person to bid the tender, sign all tender documents and for carrying out all the activities in connection with tender when awarded. If MD / CMD is signing on behalf of Board of Directors or Directors then the name of such signatory to be mentioned in the Board note / Memorandum of Association.
- 20.5 Financial documents in support of MQC: A statement duly certified by Chartered Accountant showing Average Financial Turnover of the tenderer for the last three financial years ending 31.03.2024 as per Annexure-3. Chartered Accountant should furnish their UDIN in the certified copy along with UDIN QR code.
- 20.6 The tenderer shall submit the full particulars of the offered Fork Lift Truck along with supporting documents / drawings Technical Literatures/Brochures /Catalogues etc. along with the tender.
- 20.7 Copies of PAN, GST Registration certificates.
- 20.8 Declaration as per Annexure-4.
- 20.9 Bank information for e- Payment system as per Annexure-5.
- 20.10 Partnership Deed or Memorandum and Articles of Association of the company and Registration Certificate of the company as the case may be.
- 20.11 Part II: Financial Bid: Tenderers shall submit their price as per the Price Bid in GeM Portal.

20.12 Deadline for Submission of the Bids: Tenders attaching all documents shall be submitted through GeM Portal strictly in accordance with the instructions to the tenderers, terms and conditions of the tender document before the time and the date notified.

20.13 Technical Bid Opening: The tender will be opened online in the GeM Portal by the Chief Mechanical Engineer or his representative on the Tender opening date and time.

21. Price Bid Opening: Price Bid of those bidders found responsive after the Technical bid Evaluation will be opened later.
22. Clarification of Bids: Chief Mechanical Engineer shall ask for clarification / shortfall of documents before technical evaluation of the tenders. The request for clarification and the response shall be through GeM Portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, will result in the rejection of his bid.
23. Examination of Bids and Determination of Responsiveness:
 - 23.1 Prior to the Technical evaluation of Bids, Cochin Port Authority will determine whether each Bid meets the Minimum eligibility criteria as defined in Clause No. 2 above has been substantially responsive to the Tender requirements.
 - 23.2 A responsive bid is one which conforms to all the terms, conditions and specification of the bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works (a) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract (b) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.
 - 23.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
24. Evaluation and Comparison of Bids: Only those tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non-responsive tenders will be rejected. Employer's decision on this shall be final, conclusive and binding.
25. Alteration of tender documents: No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document.
26. Award of Contract: The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price. It shall not be binding on Cochin Port to accept any tender or lowest tender. Cochin Port reserves the right to accept tender or reject all or any tender.
27. Release of Bid Security / EMD: The Bid Security / EMD of unsuccessful bidder other than successful bidder will be refunded immediately after opening the Price Bids. The Bid security of successful bidder shall be refunded after award of contract and execution of Agreement on payment of Security Deposit.
28. Performance Guarantee / Security Deposit:
 - 28.1 The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA) during the Guarantee Period of one year from the date of commissioning and Handing over of the Fork Lift Truck, to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms: (a) Account Payee Demand Draft from a Nationalized / Scheduled Bank in favour of FA&CAO, Cochin Port Authority (b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-6 of the tender document, from a Commercial Bank or (c) On-line payment in an acceptable form

- regarding the Tenderers interest in all respects.
- 28.2 The Security Deposit shall be 10% of the total contract price.
- 28.3 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.
- 28.4 Cochin Port is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 28.5 In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon mere demand and without any reference to the contractor.
- 28.6 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing / refusing to furnish the security deposit within the stipulated period or to execute the agreement as hereinafter provided within the stipulated period, 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. In such event, Cochin Port shall be entitled to cancel the Letter of Acceptance / Agreement forthwith.
- 29** Signing of Agreement: The successful tenderer will be required to execute an Agreement at his expense within 28 days from the date of receipt of LoA, on Kerala State Stamp Paper of appropriate value in the prescribed form as per Annexure-7. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the Employer together with addendum / corrigendum, bid clarification and all correspondences exchanged between Employer and the Bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.
- 30** Fraud and Corrupt Practices: The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of two years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 31** "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person

connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the Authority in relation to any matter concerning the Project;

- 32** “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 32.1 “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- 32.2 “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- 32.3 “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- 33** Rejection of Tender: Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

GENERAL CONDITIONS OF CONTRACT

1. **Definitions:** In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
 - 1.1. “Approved” or “Approval” shall mean approval in writing.
 - 1.2. “Bidder / Tenderer” means the Proprietorship / Individual / Limited Company / LLP / Registered Partnership firm who submits a Bid / Tender for the subject work.
 - 1.3. “Contractor” means the Proprietorship / Individual / Limited Company / LLP / Registered Partnership firm whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
 - 1.4. “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - 1.5. “Contract Documents” means the documents listed in the contract agreement, including any amendments thereto.
 - 1.6. “Contract Price” is the price stated in the LoA and thereafter adjusted in accordance with the provisions of the Contract.
 - 1.7. “Chief Mechanical Engineer” means the Chief Mechanical Engineer of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.
 - 1.8. “Day” shall mean English Calendar Day.
 - 1.9. The “Drawings” means the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the Contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the Contractor or by the Chief Mechanical Engineer in accordance with these contract conditions.
 - 1.10. “Employer / Cochin Port Authority / CoPA / Port / Board” means Board of Major Port Authority for Cochin Port, a body corporate under the Major Port Authorities Act, 2021, acting through its Chairperson, Dy. Chairperson, Chief Mechanical Engineer or any other officers so nominated by the Board.
 - 1.11. “GCC” means the General Conditions of Contract.
 - 1.12. “SCC” means Special Conditions of Contract.
 - 1.13. “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.
 - 1.14. “Month” means English Calendar Month.
 - 1.15. “Engineer” / “Engineer in Charge” means Employee of Employer or any other person or firm, nominated by the Employer.
 - 1.16. “Sub-Contractor” means any natural person, private or Government entity, or a combination of the above, to whom any part of the work / services to be executed as per the contract is subcontracted by the contractor, with the approval of the Employer.
 - 1.17. “Specifications” means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be made from time to time, be furnished or approved in writing by the Employer.
 - 1.18. “The Site” shall mean the Cochin Port Harbour and whole of the premises, in or upon which the system or works is or are to be provided, executed, done or carried out.
 - 1.19. The “Schedule” shall mean the schedule or Schedules attached to the specifications.
 - 1.20. “Tender” means the offer of the Contractor along with all other relevant documents as referred to in the contract.

- 1.21. “Trials” and “Tests” shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘Employer’.
2. Period of Supply: The Fork Lift Truck shall be supplied within 90 days from the date of receipt of Letter of Acceptance at the IC Engines Division Ernakulam Wharf, Cochin Port Authority, Willingdon Island, Cochin.
3. Performance Security / Security Deposit:
 - 3.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance, to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms: (a) Account Payee Demand Draft from any Commercial Bank in India in favour of FA&CAO, Cochin Port Authority (b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-6 of the tender document, from any Commercial Bank in India or (c) On-line payment to the Bank Account of Cochin Port Authority.
 - 3.2. The Security Deposit shall be 10% of the total contract price.
 - 3.3. 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.
 - 3.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
 - 3.5. In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon mere demand and without any reference to the contractor.
 - 3.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing / refusing to furnish the security deposit within the stipulated period or to execute the agreement as hereinafter provided within the stipulated period, 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 bidder from participating in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension. In such event, Cochin Port shall be entitled to cancel the Letter of Acceptance/Agreement forthwith without payment of any compensation to the contractor for any expense or loss suffered.
4. Execution of Agreement: Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the Contractor shall prepare the Agreement as per Annexure-8 attached in the tender, 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 Authority duly executed on Kerala stamp paper of appropriate value within 28 days from the date of receipt LoA. Signed original of the agreement will be retained by the Cochin Port Authority and the copy of the Agreement will be given to the Contractor.
5. Care and Diligence: The Contractor shall exercise all reasonable care and due 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 Employer for the proper, efficient and timely execution of the contract.
6. Payment Terms:

100% payment shall be made only after Suppl, Demonstration, Testing, Trials and Commissioning and handing over of the Fork Lift Truck in all respects at Cochin Port Authority after getting duly certified by the Engineer in Charge.
7. Payment of Taxes and Duties :

7.1. The Contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala and 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.

7.2. Income Tax Deduction: TDS under GST law shall also be deducted at applicable rates.

8. Liquidated Damages:

8.1. Time is essence of this contract. Without prejudice to any other rights of Cochin Port, in the event of failure of the supply and commissioning the Fork Lift Truck complete in all respects as per specifications, as ordered, within the completion period stipulated in the order / tender the contractor would be liable to pay liquidated damages. The extension of completion time granted for the delays occurred due to reasons attributable to the contractor will not exonerate the contractor from his liability to pay liquidated damages. The contractor shall pay to the Board of Major Port Authority for Cochin Port as liquidated damages and not as penalty for the delay, a sum equivalent to ½ % (one 'half' percent) of the contract price per week for such delay or part thereof, the maximum of which shall not exceed 10% (ten percent) of the contract price. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Major Port Authority for Cochin Port shall have power to deduct such sum or sums from the money due to the contractor.

8.2. The liquidated damages paid / deducted as above shall not relieve the contractor from the obligation to complete the supply order/contract or from other obligations and liabilities under the contract.

9. Force Majeure:

9.1. 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.

9.2. The term Force Majeure shall mean acts of God, war, riot, sabotage and acts and regulations of Government of India, State Government or any local Government / Authority.

9.3. 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 is liable to be denied of the exemption under Force Majeure.

9.4. 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.

9.5. The decision of the Employer shall be final and binding in this regard.

9.6. Notwithstanding with anything contained therein above the total contract period as stipulated in GCC Clause No. 2 will no way be enhanced by way of operation of the clause.

9.7. However, should such a delay even if due to reason of Force Majeure be protracted for more than three months, the Employer reserves the right to cancel the contract, no charge to the Employer in Contractor's favour.

10. Extension of contract:

10.1. Except in case of Force majeure, as provided under GCC Clause No. 9, a delay by the contractor in the performance of its delivery and completion of obligations shall render

the contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause No. 8.

11. Termination of Contract:

11.1. The Employer reserves the right to terminate the contract by giving 15 days notice to the Contractor, in case of a breach of any obligation of the contractor under the contract or in case of breach of any terms of the contract.

11.2. The Employer reserves the right to terminate the contract by giving 10 days notice to the Contractor, if the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.

12. Settlement of Dispute and Arbitration: (Settlement of Disputes through Conciliation)

12.1. In the event of any dispute or differences arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations.

13. The Consignee of all materials is the Chief Mechanical Engineer, Cochin Port Authority, Cochin, 682009, Kerala. The way bills, invoices etc. shall be addressed to the Chief Mechanical Engineer, Cochin Port Authority.

14. Governing law: The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.

15. 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.

16. Employees of 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.

SPECIAL CONDITIONS OF CONTRACT

1. The Special Conditions will override the General Conditions of Contract wherever they differ.
2. Guarantee: Irrespective of manufacturer's usual warranties, the contractor shall guarantee that the Fork Lift Truck whether manufactured by them or bought out shall be free from defects for a period of twelve calendar months (which is the guarantee period) from the date of commissioning of the Fork Lift Truck. In the event of any defect or deficiency being noticed in the functioning of the Fork Lift Truck during the guarantee period, the contractor shall make good the same at his cost. The contractor shall supply new parts to replace any component that may be proved to have been so defective, free of cost to Cochin Port Authority during the Guarantee period. The cost of all replacement of such defective parts of materials, including freight, insurance, clearance, customs duty, sales tax, delivery charges etc. shall be borne by the contractor who will also arrange at his cost for the fitting / replacement. If the equipment is rendered idle during guarantee period for more than five days consecutively on account of any of the guarantee obligation on the part of the contractor the guarantee period of the same shall be extended beyond the normal period by such period, not exceeding the period of idleness.
3. During guarantee period, the service personnel of the Contractor should attend immediately in case of any complaint regarding working of the Fork Lift Truck, in addition to the mandatory visit for the preventive maintenance of the equipment. The contractor shall be equipped to undertake the major repairs (under guarantee or otherwise) if called for by the employer. They should also be in a position to render necessary guidance and service. In case the contractor fails to attend the defects on intimation from Cochin Port Authority, without prejudice to the rights of Cochin Port to terminate the contract and forfeit the SD, the defects will be got attended from other source at the risk and cost of the contractor.
4. In case of any dispute as to whether any material / workmanship are defective, the decision of the Employer shall be final and binding.
5. Registration and Insurance: Contractor shall arrange for Temporary registration of the vehicle, as per the Central Motor Vehicles Regulation Act. All arrangements to transport the vehicle from Manufacturer's works to Cochin Port Authority and transit insurance shall be made by the contractor. Documents required for Permanent registration of vehicle with Motor Vehicle Registering Authority, Cochin in favour of Chief Mechanical Engineer, Cochin Port Authority should be furnished by the contractor. Permanent registration and final insurance will be arranged by Cochin Port Authority at CoPA's expenses. If the Registering authority requires any modification / addition / alteration / removal etc., the contractor shall at his own cost make such changes with the consent of Cochin Port.
6. All the materials forming a permanent part of the system and all consumables, equipments etc. required for commissioning shall be brought by the contractor. Cochin Port Authority does not intend to supply any materials required for permanent installation or for commissioning the Fork Lift Truck.
 - 6.1. Any defect / deficiency noticed during inspection / test / trials shall be made good by the Contractor at his cost. In case of any dispute in this issue, the decision of the Employer shall be final and binding.
7. Taking over: The Fork Lift Truck shall be transported from Manufacture's factory to IC Engines Ernakulum Wharf Division, Cochin Port Authority, Willingdon Island by the contractor at his cost and responsibility. When all performance tests called for by the Engineer in Charge have been successfully carried out, the equipments shall be accepted and a taking over certificate shall be issued. In the event of final or any outstanding tests being held over, such taking over certificate shall be issued.

8. Safety and Security:

- 8.1. The men deployed for the work (commissioning / guarantee repairs) at site and the materials brought by the contractor for the work shall be insured at his own cost. Cochin Port Authority will be in no way responsible for the accident / loss / damages to the men/ materials in connection with the work.
- 8.2. The contractor shall take necessary precautions and comply with rules, regulation, bye – law, applicable code and safe working practices.

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

1. GENERAL

This Scope of Work covers the design, manufacture, and supply of Fork Lift Trucks of 3 Ton Capacity capable of handling and loading of materials and merchandise in the yards from the docks and jetties for Cochin Port. The supplier shall be responsible for and governed by all the requirements of this specification.

2. SUPPLIERS SCOPE OF SUPPLY

Supplier's scope of supply covers design, manufacture, shop testing, demonstrate, testing, trials and delivery at Cochin Port premises and commissioning of one number Fork Lift Truck of 3 Tones capacity as per the Scope of Work mentioned in the tender. Supplier shall complete the supply in all respects, complete the final trials to the full satisfaction of the Employer and hand over the equipment in operating condition to the Employer.

- 2.1. Initial fill of lubricant, hydraulic oil, HSD oil and other consumables for testing shall be provided by the supplier.
- 2.2. Tools: The supplier shall supply maintenance tools and tackles for the equipment. A list of such tools and spares to be supplied shall be furnished along with Technical bid.
- 2.3. Demonstration: Necessary Demonstration on the working and operation of the equipment shall be shown after supply is received at CoPA. Then only the Fork Lift Truck will be accepted and payment will be released.
- 2.4. Training: Necessary training on the operation and maintenance of equipment's being supplied shall be imparted to the operational staff free of cost. The Supplier shall depute experienced personnel to train CoPA's staff on proper operation and maintenance of the forklifts in the Cochin Port.
- 2.5. Testing: Fork Lift Truck shall be tested with rated load.
- 2.6. Acts, Regulations, Standards: The forklift shall be designed, constructed and tested to comply fully with the requirements of this specification and shall comply with the following insofar they are applicable and except otherwise required by these Specifications:
 - 2.6.1. Latest issue of Relevant Indian Standard Specifications
 - 2.6.2. Indian Factories Act, 1948
 - 2.6.3. The dock workers (safety, Health and Welfare) Regulations, 1990
 - 2.6.4. Motor Vehicles Act, 1988
- 2.7. The words 'Cochin Port Authority' shall be boldly painted on all sides in black colour. The colour of the finishing coat shall be Traffic Yellow.
- 2.8. **RTO REGISTRATION**: The forklifts are to be registered with Regional Transport Officer as per Indian Motor Vehicles Act. The registration of the Fork Lift Truck will be carried out by CoPA, however the documents required for Permanent Registration shall be furnished by the Successful Contractor.

3. BASIC SPECIFICATIONS / REQUIREMENTS OF FORKLIFT TRUCK:

- 3.1. CAPACITY- 3000kg
- 3.2. LOAD CENTRE- 500mm

- 3.3. ENGINE: -Diesel engine able to cater the power requirement of 3Tons Fork Lift Truck and compliant to BS-V standards.
- 3.4. TRANSMISSION-Fully automatic with single speed forward and reverse.
- 3.5. MAST- Three stage clear view mast
- 3.6. MAST TILT-Minimum 6 degree forward and 12 degree backward
- 3.7. FREELIFT- Minimum 900mm
- 3.8. MAXIMUM LIFT HEIGHT- 4500mm
- 3.9. CLOSE HEIGHT(Mast Fully closed)- Suitable to operate inside Standard High Container(8'6")
- 3.10. OVERALL WIDTH OF THE TRUCK-Not more than 1300mm
- 3.11. MAXIMUM TURNING RADIUS- Not more than 2500mm
- 3.12. GROUND CLEARANCE- Not less than 175mm
- 3.13. SIDE SHIFT ATTACHMENT- 3"-6" both sides
- 3.14. SIZE OF FORKS- 45mm x125mm x1070mm(Std approx)
- 3.15. WHEEL BASE- 1500mm-1750mm(approx)
- 3.16. BRAKES- Hydraulic drum type
- 3.17. TYRE- PNEUMATIC (Front tyre size 28x9-15-14PR, Rear 6.50x10-10PR)
- 3.18. STEERING- Hydrostatic power steering
- 3.19. LIFTING SPEED LADEN- Not less than 0.45m/s(approx)
- 3.20. LOWERING SPPED LADEN-Not less than 0.4m/s(approx)
- 3.21. MAXIMUM TRAVELLING SPEED LADEN- Not less than 17kmph
- 3.22. GRADABILITY LADEN- Not less than 17%
- 3.23. EXHAUST- Vertical exhaust system with flame proof spark arrester
- 3.24. BATTERY – 12V 88AH.
4. **FORKLIFT SHALL BE PROVIDED WITH STANDARD ACCESSORIES AS FOLLOWS-**
 - 4.1. Load guard(Load back rest)
 - 4.2. Parking brake mechanical
 - 4.3. Gauges- Hour meter, oil pressure , Fuel ,Temperature, ampere meter
 - 4.4. High quality cushioning Drivers seat adjustable front and back, multistep reclining backrest with operator's seat belt.
 - 4.5. Head light, Mast light, Tail light and Indicator light(front and Rear)
 - 4.6. Soft touch electric forward and reverse control lever
 - 4.7. Operator presence sensing system
 - 4.8. Reverse alarm
 - 4.9. Rear view mirror
 - 4.10. Canopy
 - 4.11. Horn
 - 4.12. Rear towing hook
 - 4.13. One each front and rear spare wheel rims with tyres.
 - 4.14. Standard tool kit
 - 4.15. Manuals:-Forklifts shall be supplied with 2 sets of operation and maintenance manual, spare parts manual, work shop manual for the engine and transmission.

**LETTER OF SUBMISSION - COVERING LETTER
(On the Letter Head of the Bidder)**

To

The Chief Mechanical Engineer,
Cochin Port Authority.

Sir,

Sub: Tender for “Supply and Commissioning of one number new Fork Lift Truck of three tons capacity for Cochin Port Authority”

Being duly authorized to represent and act on behalf of
(Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

1. Financial instrument for remittance of EMD or copy of document for EMD exemption.
2. Power of Attorney as per Annexure-2.
3. Annual Financial Turnover for the last three financial years as per Annexure-3 certified by Chartered Accountant.
4. Declaration as per Annexure-4.
5. Bank details as per Annexure-5.
6. Copies of PAN, GST Registration.
7. Partnership deed or Memorandum and Articles of Association of the company and Registration certificate of the company as the case may be.
8. Full particulars of the offered Fork Lift Truck along with supporting documents / drawings etc.

(Signature of Authorized Signatory)

PROFORMA OF POWER OF ATTORNEY / LETTER OF AUTHORITY

(To be submitted on Non-judicial Stamp Paper of appropriate value, duly notarized)

(Power of Attorney in original in favour of Signatory to the Tender duly authenticated by the Notary Public shall be submitted. In case of a Proprietary Concern, a declaration of the same along with the proof of business may be submitted. In case of the Partnership Firm, all partners shall together authorize one Partner by Power of Attorney. In case of a Company, a resolution of the Board of the Company shall be submitted, authorizing any person to bid the tender, sign all tender documents and for carrying out all the activities in connection with tender when awarded. If MD / CMD is signing on behalf of Board of Directors or Directors then the name of such signatory to be mentioned in the Board note / Memorandum of Association).

To

The Chief Mechanical Engineer,
Cochin Port Authority,
Cochin 682009,
Kerala, India.

Dear Sir,

We ----- (name and address of the bidder) do hereby confirm that Mr./Ms./Messrs - ---- (name and address of the person), whose signature is given below, is / are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender for “Supply and Commissioning of one number new Fork Lift Truck of three tons capacity for Cochin Port Authority”.

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Signature of the authorized person:

Name & Designation:

Yours faithfully,

(Signature, name and seal of the certifying authority)

Annexure-3

The Average Annual Financial Turnover of the tenderer for the last three Financial years ending 31.03.2024 certified by Chartered Accountant.

(Chartered Accountant should furnish their UDIN in the certified copy along with UDIN QR code).

Name and address of the firm:

Sl. No.	Financial Year	Annual Financial Turnover in Rs.
1	2021-22	
2	2022-23	
3	2023-24	
	Average	

DECLARATION

We, M/s (Name & address of the bidder), hereby declare that:

1. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
2. We disclose with that we have * made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
3. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.

Signature

(Authorized Signatory)

FORMAT FOR FURNISHING BANK INFORMATION FOR E-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No.	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	IFSC code	
7	MICR code	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
9	Cancelled Cheque	

Signature of the bidder with seal

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 Major Port Authority for Cochin Port, incorporated by the Major Port Authorities Act, 2021 (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 Major Port Authority for Cochin Port, its successors and assigns) having agreed to exempt (Name of the Contractor/s) (hereinafter called the “Contractor”) from the demand In consideration of the Board of Major Port Authority for Cochin Port, incorporated by the Major Port Authorities Act, 2021 (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 Major Port Authority for Cochin Port, its successors under the terms and conditions of the Contract, vide GeM Contract No. ----- dated -----made between the Contractors and the Board for execution of Bank Guarantee covered under GeM Bid No. ----- dated ----- (hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgment 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.

We, (Name of Bank and 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).

We, (Name of Bank and Name of 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.

We, (Name of Bank and Name of 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 Chief Mechanical Engineer, Cochin Port Authority 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.

We, (Name of Bank and Name of 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 forbear 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.

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

It is also hereby agreed that the Courts in Ernakulam would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, (Name of Bank and Name of Branch), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Notwithstanding anything contained herein:

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

This Bank Guarantee shall be valid up to -----; and

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:

Place:

For (Name of Bank)

(Name)

Signature

FORM OF AGREEMENT
Agreement No. ... of

Agreement for “Supply and Commissioning of one number new Fork Lift Truck of three tons capacity for Cochin Port Authority”.

This agreement is made on this day ---- of ----- 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 having office at Willingdon Island, Cochin, 682009 represented by its Chief Mechanical Engineer Shri. ----, S/o -----, aged ----- years, residing at -----Village, -----Taluk, ---- District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. ----- represented by Shri. -----, S/o -----, aged --- years, residing at -----Village, ---- Taluk, ----- District (hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for ----- vide Tender No. -----dated ----- and the Contractor submitted a tender for the same giving rates agreeing to the terms and conditions etc. of the tender document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide Letter of Acceptance No. ----- dated-----, issued to the Contractor while accepting their tender.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows.

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the “General Conditions of Contract” and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works have been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs. ----- (Rupees ----- only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Cochin Port Authority as Performance Security the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office, if the Contractor fails to commence the work specified in, underwritten memorandum or if the Contractor not deposit the full amount of security deposit specified in, underwritten memorandum otherwise the said sum of Rs. ----- shall be retained by the Board as on account of such security deposit as aforesaid.
5. It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement:
(a) The Letter of Acceptance (b) Price Schedule (c) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to and (d) Replies to Pre-bid queries and amendments issued if any.

MEMORANDUM

- a) General description of work : Supply and Commissioning of one number new Fork Lift Truck of three tons capacity for Cochin Port Authority.
- b) Estimated cost : Rs. 11,00,000/- including GST.
- c) Earnest Money Deposit : Rs. 22,000/-
- d) Security Deposit : 10% of the total contract price.
- e) Completion period : 90 days from the date of receipt of LoA
- f) Schedule, Specifications, conditions drawings etc.
As per Tender document

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 the Board of Major Port Authority for Cochin Port has been hereunto affixed the day and year first written above.

CONTRACTOR

Signed, sealed and delivered

By Shri. ----- M/s -----
(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 Board of Major Port Authority for Cochin Port

EMPLOYER

Signed and affixed the common seal of Board of Major Port Authority for Cochin Port in the presence of:

- 1.
- 2.