



**COCHIN PORT TRUST**

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Website: [www.cochinport.gov.in](http://www.cochinport.gov.in)

**TENDER DOCUMENT FOR  
SALE OF HYSTER TIL MAKE HEAVY DUTY REACH-STACKER  
FOR CONTAINER HANDLING  
(TECHNICAL BID)**

(e-Tendering Mode)

Website: [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)

**Tender No. D2/T-13/Reach Stacker(45 T)/Sale /2021-M**

**COCHIN PORT TRUST,  
CHIEF MECHANICAL ENGINEERS  
OFFICE,  
COCHIN - 682 009.**

**Price: Rs.3,150/- (including GST)**

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**SECTION I  
COCHIN PORT TRUST**

**Chief Mechanical Engineer's Office,  
Cochin Port Trust,  
W/Island, Cochin – 682009, KERALA  
Tele: 91-0484-2666639/0484-258-2300  
website: [www.cochinport.gov.in](http://www.cochinport.gov.in)**



**Tender No. D2/T-13/Reach Stacker(45 T)/Sale /2021-M**

**Dated:08-03-2021**

**1. NOTICE INVITING TENDER**

- 1.1. Electronic Tenders (e-Tenders) are invited in Single Stage Two cover bidding procedure (Technical Bid and Financial Bid) by The Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin 682 009 for the sale of one number Hyster TIL make Heavy Duty Reach Stacker, in good working condition. The tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions, as enumerated in the tender documents.
- 1.2. Tender document can be downloaded from e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in the below table by making online requisition. Bid document will also available in Cochin Port website [www.cochinport.gov.in](http://www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal, which can be downloaded. The cost of bid document shall be furnished in the form of Demand Draft/Banker's Cheque drawn from a Commercial Bank in favour of the Financial Adviser & Chief Accounts Officer (FA & CAO), CoPT, along with the submission of bid. Tenders without the cost of tender document will not be accepted. Downloaded document is to be printed in a clearly readable form in A4 size sheet for submission. The downloaded tender documents if found different from the original document hosted on website, will result in disqualification.
- 1.3. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No. 080-49352000/9605557738.
- 1.4. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document.
- 1.5. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of bidders etc., if any, issued by CoPT, from the website before submission of the bid. Any shortfall in submissions of the said Addenda/Amendments/Errata/Replies to the queries of bidders etc., duly signed along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.
- 1.6. All bids are to be submitted **online only** on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). No bids shall be accepted off-line (Hard copy).
- 1.7. Cochin Port Trust 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 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.

- 1.8. The bidder shall submit the originals of DD/ Bankers Cheque towards the cost of tender and EMD, Power of Attorney, if applicable along with letter of submission in a sealed cover to the **Chief Mechanical Engineer, Cochin Port Trust, W/Island, Cochin – 682 009, KERALA**, before opening date and time of the tender. **Non submission of the original financial instruments towards cost of Tender Document and EMD, before opening date and time will make the tender liable for rejection.**

- 1.9. Time schedule for various activities in connection with this tender will be as follows:

**Table 1.2**

Sl. No.	Particulars	Date and Time
1	Tender e-publication date	08-03-2021
2	Download period of Bid Documents	08-03-2021 to 29-03-2021 upto 15:00 hrs.
	Last date for seeking clarifications	Upto 11:00 hours on 18-03-2021
5	Last date and time of submission of Bid	29-03-2021 upto 15.00 hrs
6	Date and time of opening the Technical Bid	29-03-2021 after 15.30 hrs

- i) **Bid information :**

**Table 1.3**

i)	Reserve Price of Tender	Rs.46,00,000/- (Rupees Forty Six Lakhs only)
ii)	Earnest Money Deposit	Rs.92,000/- (Rupees Ninety two thousand only) Earnest Money Deposit shall be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as per the prescribed format) from any of the Commercial Banks or payment online in an acceptable form, in favour of "FA&CAO , Cochin Port Trust", payable at Cochin along with the bid.
iii)	Cost of Bid document	Rs.3,150/- (including GST) (Non- refundable) shall be furnished either through Demand Draft / Banker's Cheque

		drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, from any Commercial Bank.
iv)	Validity period of Tender	90 days from the last date for Receipt of Tenders.
v)	Time for removal of HDRS from Cochin Port Premises by successful bidder	Within 15 working days from date of receipt of delivery order (free delivery period).
vi)	Name, Designation, Address and other details (For Submission of Bid in response to NIT)	V.Thuraipandian Chief Mechanical Engineer, Ist floor, New Administrative Building, Cochin Port Trust, Willingdon Island, Kochi-682 009, Kerala. Email: cme@cochinport.gov.in

- 1.10. It is obligatory on the part of the Tenderer to affix company seal and sign each and every page of the tender document as a token of acceptance of all the conditions mentioned in the document, while submitting their tender.
- 1.11. Tenders which do not fulfill all, or any of the above conditions, or are incomplete in any respect, will be summarily rejected.
- 1.12. All Tenderers are advised to inspect Hyster-TIL make Reach Stacker before submitting their offer in order to make themselves fully aware of the Equipment. The sale of the Reach Stacker is on “Good working condition basis”.
- 1.13. The intending bidders are requested to take prior permission of Cochin Port Trust for inspection of Reach Stacker. Cochin Port Trust will not be responsible for any cost or expenses incurred by the Tenderer in connection with the preparation or delivery of the tenders, including cost and expenses related to visits to the sites. The visit for inspection shall be made on any working day, after contacting the Superintending Engineer (M)/Executive Engineer(M), IC Engines, Mobile No.09446314127/ 09847055131.
- 1.14. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.
- 1.15. The tenders containing uncalled remarks or any additional conditions will be summarily rejected.
- 1.16. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
- 1.17. This tender notice shall form part of the tender document and are to be signed and submitted along with the tender.

Sd/-  
**CHIEF MECHANICAL ENGINEER**  
TeleFax: 91 0484 2666639 Email :  
cme@cochinport.gov.in  
: dcmecept@gmail.com

## SECTION II INSTRUCTIONS TO TENDERER

- 2.1 SCOPE OF TENDER: Electronic Tenders (e-Tenders) are invited in Single Stage Two cover bidding procedure (Technical Bid and Financial Bid) by The Chief Mechanical Engineer, Cochin Port Trust, Willingdon Island, Cochin 682 009 for the sale of one number Hyster TIL make Heavy Duty Reach Stacker, in good working condition. The tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions, and Special Conditions, as enumerated in the tender documents.
- 2.2 COST OF TENDER DOCUMENTS: The cost of the tender document is Rs. 3,150/- including GST.
- 2.3 DOWNLOADING OF TENDER DOCUMENTS: The Tender document can be downloaded from Port's website [www.cochinport.gov.in](http://www.cochinport.gov.in), [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT), [www.eprocure.gov.in](http://www.eprocure.gov.in). Cost of tender document is to be remitted in the form of the Banker's Cheque or DD from a Commercial bank having their branch in Cochin drawn in favour of F.A.&C.A.O., Cochin Port Trust, payable at Cochin and has to be submitted in a separate cover addressed to the Chief Mechanical Engineer, Willingdon Island, Cochin 682 009 and deposited in the specified tender box placed at the front office of New Administrative Office (ground floor) of Cochin Port Trust. Tender document can be downloaded from e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in the below table by making online requisition. Bid document will also available in Cochin Port website [www.cochinport.gov.in](http://www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal, which can be downloaded. Tenders without the cost of tender document will not be accepted. Downloaded document is to be printed in a clearly readable form in A4 size sheet for submission. The downloaded tender documents if found different from the original document hosted on website, will result in disqualification.
- 2.4 The tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions, as enumerated in the tender documents.
- 2.5 The bidders need to obtain the one time User ID & password for log-in to e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) from the service provider **KEONICS** by paying registration amount of Rs.1,180/- including GST, by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore.
- 2.6 The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature **please contact e-Tender Help Desk No. 080 – 40482000 / 9746118529.**
- 2.7 All Bids shall be submitted "**on line**" on or before 28-12-2020 up to 14.30 hrs. strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the Bid document. The bidders should submit scanned copy of all the required documents through the e-tendering portal. [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)
- 2.8 The bidder is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the bidder etc., if any, issued by the Employer, and submit the same duly signed on submission of the bid. Incomplete bid documents are liable for rejection.
- 2.9 Cochin Port Trust will not be held responsible for any technical snag or net work 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.

2.10 Tenderers must not have been debarred from Cochin Port Trust or any Government /Semi-Government and reputed organizations.

2.11 Cochin Port Trust reserves the right to reject any or all the bids without assigning any reasons thereof and shall also not be bound to accept the highest bid.

## 2.12 Clarification of the Bidding Documents:

2.12.1. 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 Documents; these shall be referred to the Chief Mechanical Engineer in writing at the following address, so as to reach at least by 18-03-2021 at 11:00 hrs. It is to be noted that no queries, clarifications will be entertained after this date.

CHIEF MECHANICAL ENGINEER,  
COCHIN PORT TRUST,  
WILLINGDON ISLAND,  
KOCHI-682009,  
KERALA, INDIA.

Ph:- 91-0484-2666639/2582300.

Fax:-91-0484-2666639.

Email:cme@cochinport.gov.in;

dcmecept@gmail.com

## 2.13 AMENDMENT OF TENDER DOCUMENT:

At any time prior to the deadline for the submission of Tenders, Cochin Port Trust, for any reason, whether at its own initiative or in response to tenderers queries, may modify the Tender document by an amendment.

The amendment in the form of addendum/corrigendum will be published in the CoPT official website and Tender wizard and no individual communication will be sent to the firms and hence advised to go through the website for any addendum/corrigendum before submission of bid.

Any amendments issued will be hosted in the website at least 5 days prior to the dates specified for submission of the tender. All the tenderer who have downloaded the tender document shall verify if any such addendum/ corrigendum have been issued before submitting their Tender and shall take cognizance of and include such amendment(s) in their submission. In any case the amendment(s)/modification(s) if any, shall be binding on the Tenderer. No separate notice/intimation of amendments/modifications will be sent to those who have downloaded the document from the web. The Employer may at his discretion extend deadline for the submission of Tenders to enable prospective Tenderer to take the amendment into account while preparing the Tender.

## 2.14 Bid Prices:

The Bidder shall fill the their bid prices in the Bill of Quantities in figures and the

quoted price will appear in words automatically. Tenderer should ensure that his tendered price as per Price Bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will be treated as defective and rejected.

## 2.15 Bid Security / EMD:

2.15.1 The tender shall be accompanied by Earnest Money Deposit of Rs. 92,000/-.(Rupees Ninety two thousand only). The tender not accompanied with EMD will be treated as non responsive and will be rejected. EMD shall be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as per the prescribed format) from any of the Commercial Banks or payment online in an acceptable form, in favour of "FA&CAO , Cochin Port Trust", payable at Cochin along with the bid.

Online payments may be made as follows :-

To be remitted to Cochin Port Trust, through State Bank Collect/ NEFT/RTGS. The Bank details are given below:

a.SB Collect: [www.onlinesbi.com/icollecthome](http://www.onlinesbi.com/icollecthome)

b.NEFT/RTGS:

Cochin Port Trust,  
State Bank of India,  
Cochin Port Trust Branch,  
Beneficiary  
Cochin Port Trust  
A/c No.10601197375, IFSC Code  
SBIN0006367

2.15.2 The Earnest Money Deposit of unsuccessful Tenderer shall be returned after opening of price bid and EMD of the highest bidder shall be retained.

2.15.3 The EMD of successful Tenderer will be refunded after completing the sale procedure.

2.15.4 No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is so refunded.

### 2.15.5 Forfeiture of Bid Security/EMD:

2.14.5.1.The EMD shall be forfeited under following circumstances.

2.14.5.2.In the event of the Tenderer withdrawing/modifying his tender before the expiry of tender validity of 90 days from the date of submission and opening.

2.14.5.3.In the event of successful bidder fails:-

- (i) To furnish the required Security Deposit within the specified time limit.
- (ii) To furnish the required Sale value within seven days from the date of receipt of Sale order.
- (iii) To comply with any other conditions specified in the tender document;

2.16 **WITHDRAWAL OR MODIFICATIONS:** Any withdrawal or modifications of the Tender submission are permitted before the time of submission of the Tender, that means the tender cannot be withdrawn or modified after the last date and time of submission and in case the Tenderer modifies or withdraws his tender after the last date and time of submission of tender, the tender shall liable to be cancelled and EMD shall be forfeited.

2.17 **FORMAT AND SIGNING OF BID:**

2.17.1. Tenderer shall prepare one set of his Tender, duly completed and signed, along with other documents mentioned hereinafter. Form of Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made, shall be signed by the person or persons signing the Bid.

2.17.2. If the tenderer is an individual it shall be signed by his full name and his address shall be given. 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 person holding a Power-of-Attorney to do so and to bind the partner in all matters pertaining to the contract, 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 tenderer is a Limited Company it shall be signed by a duly authorized person. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

2.18 **Bid Submission:**

2.18.1. Bid shall be submitted in prescribed form in two parts viz. **Part – I: Technical Bid** and **Part – II: Price Bid.**

2.18.2. **Part-I, Technical Bid documents shall contains two Parts :**

2.18.3. **Part -A** (Pre qualification Documents) shall contain:-

- (1) Financial Instrument towards the cost of Tender document for Rs.3,150/- in original.
- (2) Financial Instrument towards the EMD for Rs.92,000/- in original.
- (3) Letter of Submission as per Annexure-1- in Original
- (4) Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public as per Annexure-2 - in original;

2.18.4. The Bidder shall send the above Prequalification Documents (in original) in a sealed cover, super scribing thereon the Tender Number, Tender Title, the name & address of the tenderer addressed to **the Chief Mechanical Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA** so as to reach the Chief Mechanical Engineer, Cochin Port Trust, Cochin-682009, on or before 29-03-2021, 15.00hrs.

2.18.5. Tenders without submitting the above mentioned Documents, on or before the last date and time of submission of Bids, will be summarily rejected.

2.18.6. **Part-B shall contain the following and the same should be scanned and submitted** through e-Tendering mode in e-Tender Portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)

- (i) Copy of Financial Instrument pertaining to the Bid Security/ Earnest Money Deposit;
- (ii) Copy of Financial Instrument pertaining to the Cost of Tender Document;
- (iii) Copy of Letter of Submission (vide Annexure – 1) duly signed;
- (iv) Copy of Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide Annexure – 2)
- (v) Details of Bidder duly filled in as per Annexure-3.
- (vi) Declaration by the Bidder as per Annexure-4.
- (vii) Technical Bid document including all addenda/corrigenda/Amendments in PDF format duly signed on all pages.
- (viii) Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the company as the case may be.
- (ix) Copies of PAN, GST, EPF and ESI registration

2.18.7. Part-II, Price Bid (Schedule-II) shall be submitted **only through on-line mode in e-tender Portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)** Otherwise, the tender will be rejected.

2.18.7.1. The tenderer should fill the price in price bid schedule (BOQ) in the on-line portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) only.

2.18.7.2. The Bidder shall fill their prices in the Bill of Quantities in figures and the quoted price will appear in words automatically. Tenderer should ensure that his tendered price as per Price Bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

2.18.7.3. The price in the Schedule II of this document shall be quoted in Indian National Rupees (INR).

## 2.19 OPENING OF THE TENDERS:

2.19.1. Technical bid will be opened after 15:30 hrs. on 29-03-2021 in the online portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)

2.20 DETERMINATION OF RESPONSIVENESS: The Port will scrutinize the tenders to 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 confirms to all the terms and conditions of the tender documents without any deviation or reservation.

2.21 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.

## **2.22 Clarification of Bids**

- 2.22.1. Chief Mechanical Engineer shall ask for shortfall of documents before technical evaluation of the tenders. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 2.22.2. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

## **2.23 Examination of Bids and Determination of Responsiveness**

- 2.23.1. A bid will be treated as responsive, if it
  - (a) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour.
  - (b) is accompanied by the required Bid security/EMD and;
  - (c) is responsive to the requirements of the Bidding documents.
  - (d) A responsive Bid is one which conforms to all the terms and conditions of the Bidding documents, without material deviation or reservation.
- 2.23.2. 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. Only such tenders, as determined to be responsive to the requirements of the tender documents will be considered for opening the Price Bid. The Port's decision on this shall be final, conclusive and binding.

### **2.23.3. Evaluation of Financial Bids:**

The offered price for HDRS by the Pre-qualified bidders will be evaluated and the contract will be awarded to the bidder who offers the highest price for HDRS (H-1 bidder), which shall be above the Reserve Price.

## **2.24 Bid Validity:**

Bids shall remain valid for a period of ninety days (90) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the Cochin Port, the earnest money deposited by the tenderer shall be forfeited.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that Bidder may extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (ie, the extension shall be unconditional).

## **2.25 ACCEPTANCE OF TENDER:**

Cochin Port Trust does not bind itself to accept the highest offer and reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

## 2.26 AWARD OF CONTRACT:

The Employer will award the Contract to the bidder whose offer has been pre-qualified in the Technical evaluation as responsive to the bidding documents and who has offered the highest price for the Heavy Duty Reach Stacker above the Reserve Price of Rs.46,00,000/-.

## 2.27 NOTIFICATION OF AWARD:

Prior to the expiration of the period of Tender validity or extended validity, Cochin Port Trust shall issue a Sale Order, notifying the successful Tenderer, in writing, that his tender has been accepted. This notification of award and form of tender shall constitute a binding contract between the Employer and the Contractor/Buyer.

## 2.28 SECURITY DEPOSIT:-

Within seven days from the date of receipt of Sale Order from Cochin Port Trust, the successful bidder shall remit 10% of the accepted Price as Security Deposit in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as per the prescribed format) from any of the Commercial Banks or payment online in an acceptable form, in favour of "FA&CAO , Cochin Port Trust", payable at Cochin. The Account details of Cochin Port Trust are as follows :-

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

2.29 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 Employer shall be written in ENGLISH LANGUAGE.

2.30 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 bidder.

2.31 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled day of closing/opening of the bid.

2.32 The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. as amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.

2.33 The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

### SECTION III GENERAL CONDITIONS OF CONTRACT

- 3.1. 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:
- (i) "Employer" means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
  - (ii) "Contractor/Buyer" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
  - (iii) "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Schedules, any amendments thereto, Tender, Sale order and delivery order.
  - (iv) "Contract Price" means the total sum of money to be paid by the Contractor to the Employer towards the sale of Hyster TIL make HDRS No.1 as per terms and conditions of Contract, including payment of taxes and duties to be paid to state or central Government.
  - (v) Chief Mechanical Engineer: means Chief Mechanical Engineer of Cochin Port Trust includes him and (or) any officer who is authorized on his behalf for the purpose of this contract.
  - (vi) The "Schedule" shall mean the schedule or Schedules attached to the tender document..
  - (vii) "Approved" or "Approval" shall mean approval in writing.
  - (viii) "Month" shall mean English Calendar Month.
  - (ix) "Day" shall mean English Calendar Day.
  - (x) "Completion" means the taking delivery of the item(s) tendered as per terms and conditions of contract, complying with all statutory and regulatory requirements, including transfer of ownership if applicable.
  - (xi) "Tender" means the offer of the contractor/buyer along with all other relevant documents as referred to in the contract.
- 3.2. Buyer to inform himself fully: The buyer shall be deemed to have carefully examined the general conditions of contract, and form of tender and informed himself full regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of the HDRS offered for sale and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
- 3.3. Scope: Scope of this tender is that the successful bidder shall take delivery of Hyster –TIL make Reach Stacker No.1 after remitting the full sale value including GST applicable on the date of taking delivery. HDRS No.1 will be sold to the Pre-qualified bidder who offers the highest price for HDRS (H-1 bidder), which shall be above the Reserve Price.
- 3.4. The intending bidder shall have to visit/inspect the HYSTER TIL make Heavy Duty Reach Stacker to assess the condition and to obtain all information which may be necessary for arriving at the bid amount. The costs of visiting the site/inspection of

HDRS shall be at the bidders own expenses. The visit for inspection shall be made on any working day, after contacting the Superintending Engineer (M)/Executive Engineer(M), IC Engines, Mobile No.09446314127/ 09847055131. The Tenderers should thoroughly satisfy themselves with regard to the conditions of the HDRS offered, before submitting their bids and no complaint of any sort whatsoever will be entertained afterwards in this respect while taking delivery of the HDRS or thereafter. No claims/complaints shall be entertained in the later stage.

### 3.5. SECURITY DEPOSIT:-

Within seven days from the date of receipt of Sale Order from Cochin Port Trust, the successful bidder shall remit 10% of the accepted Price as Security Deposit in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as per the prescribed format) from any of the Commercial Banks or payment online in an acceptable form, in favour of "FA&CAO , Cochin Port Trust", payable at Cochin. The Account details of Cochin Port Trust are as follows :-

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

Security Deposit will be released to the Contractor/Buyer only on satisfactory completion of all contractual obligations by the Contractor/ Buyer.

- 3.6. The quoted amount should be exclusive of GST. Prevailing rate of GST for the items being sold will be charged extra. All other charges for taking delivery of item from Cochin Port Trust should be considered by the bidder while quoting his price. The price shall be quoted in the online portal only in the Price Schedule (BOQ). The amount quoted should be firm without any price variation clauses. All the taxes including GST applicable on this sale shall be borne by the Buyer/ Contractor in addition to their quoted amount. The bidder if eligible for concessional rate of GST, they shall furnish the C or D form for claiming concession in the rate of GST.
- 3.7. Payment: 100% of accepted value of HDRS and applicable GST should be paid within seven days from date of receipt of sale order. In case of default in remittance of payment within the above mentioned period, due payment should be made together with additional charges @ 1% per week or part thereof on the total amount of Contract including taxes & duties, for the period of delay within 21 calendar days from the expiry of free period. Failure on their part to deposit the entire quoted cost of HDRS within the stipulated period will lead to forfeiture of their entire EMD without any further reference / notice to them and the HDRS would be resold by Cochin Port Trust at our discretion.

### 3.8. DELIVERY OF HDRS NO.1:

- 3.8.1. On receipt of Sale Order, the successful bidder shall remit 100% of accepted

price and applicable GST in favour of FA&CAO, Cochin Port Trust by way of NEFT/RTGS: transfer to the account of Cochin Port Trust, State Bank of India, Cochin Port Trust Branch, Beneficiary, Cochin Port Trust, A/c No.10601197375, IFSC Code ,SBIN0006367 .

- 3.8.2. On realization of material value including the applicable GST by Cochin Port Trust, a Delivery order will be issued by the Chief Mechanical Engineer, Cochin Port Trust for taking delivery of HDRS No.1 by the Contractor/Buyer.
- 3.8.3. Physical delivery of the HDRS No.1 shall be made by the Sr,Dy.Materials Manager/Dy.Materials Manager, Cochin Port Trust, only on production of delivery order issued by CME, Cochin Port Trust. If the Contractor requires any authorization/permission letter to the Transport Authorities to transport the HDRS to the Contractor's premises, necessary letter will be issued by Cochin Port Trust. Tenderers should make their own arrangements at their cost to clear and take delivery of the HDRS from Cochin Port's premises during any working day excluding Saturdays and Sundays.
- 3.9. Delivery Period: The successful bidder should take delivery of HDRS within 15 working days from date of receipt of delivery order (free delivery period). Any buyer who fails to clear the material within the above stipulated period have to pay ground rent @ 1% of the total cost of HDRS per week for a maximum period of two weeks from the date of expiry of free delivery time as stipulated. If the Buyer/Contractor fails to remove the HDRS from Cochin Port premises even after two weeks from the expiry of free period, the entire amount including the Security Deposit remitted by the Buyer/Contractor will be forfeited by Cochin Port Trust and the HDRS would be resold by Cochin Port Trust at our discretion.
- 3.10. Force Majeure: Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations and the obligations for the other party to the extent that they are directly or indirectly affected by such occurrence will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given by e-mail addressed to the other party immediately on its occurrence. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance, acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (Excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), employer may cancel the contract, subject to the consent of the buyer, at no charge to employer in buyer's favour.
- 3.11. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3.12. 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 buyer to the Chief Mechanical Engineer for his information.

- 3.13. Settlement of dispute: In the event of any dispute and or difference arising between the Employer and the buyer (and/or his agent) as to the construction, interpretation and/or execution of the contract and or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the court in the jurisdiction of Cochin.
- 3.14. Governing Law: The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in special conditions of contract.
- 3.15. Dock Safety: For the work carried out within dock area in the vicinity of any wharf or quay, the contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Regulation 1990.
- 3.16. Subcontracting: The contractor shall notify the Employer in writing of all subcontracts awarded under the contract if not already specified in the tender. Such notification, in the original Tender or later shall not relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the contract.
- 3.17. Extension of time: If at any time during performance of the contract, the contractor or its sub- contractors should encounter conditions impeding timely completion of contract, pursuant to clause 3.2 of General Conditions of contract, the contractor shall promptly notify the employer in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.
- 3.18. Termination:
- 3.18.1. Termination for Default: The Employer, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
- 3.18.2. If the contractor fails to take delivery of materials/items sold to him within the period specified in the Contract, or within the any extensions granted by the Employer pursuant to Clause 3.9 above.
- 3.18.3. If the contractor fails to perform any other obligation under the contract
- 3.18.4. If the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.
- 3.18.5. Termination for Insolvency: The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.
- 3.18.6. Termination for Convenience: The employer, 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 Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 3.19. Employers Lien: The employer shall have a lien on and over all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable to the employer to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the employer and the contractor.
- 3.20. Purchasers / Tenderer, their representatives, workers, Lorry Drivers etc. will have to observe our working hours and regulations regarding discipline and security while they are inside the Cochin Port premises.

- 3.21. All safety protection / precaution as per Statutory and Regulatory requirements for the safety of the workmen, supervisors and materials are to be provided by the contractor. While at the time of taking delivery of HDRS, extreme care should be taken to avoid personal injury, loss or damage to the property / person and any other loss. Cochin Port Trust will not be responsible for the above, after the sale is finalised and sale order issued. The entire expenditure in taking delivery of the HDRS is to be borne by the Tenderer.
- 3.22. After taking delivery of the HDRS, the buyer should remove all his temporary plants, tools, etc. at his own expense and leave the whole area used by him in a clear and tidy condition to the satisfaction of the Employer.
- 3.23. The Contractor/Buyer will have to obey by the various Labour Laws and Regulations including P.F Act, Workmen compensation Act, Contract Labour (Regulation & Abolition) Act etc. or other Statutory Requirement if any, if applicable when working in Cochin Port premises.
- 3.24. The men deployed for the removal of HDRS and the materials/tools and tackles brought by the Contractor/Buyer shall be insured at his own cost and the Port will no way be responsible for the loss / damages to the materials in connection with the work (dismantling of Reach Stacker/Loading, etc). The Contractor/buyer shall insure all his employees against any accidents and indemnify Cochin Port during the period of his contract.
- 3.25. Indemnify against Accident and Damage: The buyer shall be held liable and responsible for all accidents or damages during the removal of HDRS from Cochin Port's premises from whatsoever cause arising, and chargeable for anything that may be lost, stolen, damaged, removed or destroyed at any time till the HDRS/Contractor's equipments are removed from the employer's premises. The Contractor shall solely be responsible for and shall make good and compensate any damage or injury, sustained by any person or property during the currency of contract. He shall also indemnify and keep indemnified and harmless the Board of Trustees and their representatives from and against all suits, actions, claims, penalties, liabilities, cost, expenses and demands whatsoever in connection with the work during the period of removal of HDRS from Port premises and also against losses, damages, compensations, accidents, cost and expenses incurred.
- 3.26. Responsibility for completeness: The materials sold to the buyer shall be removed completely from Employer's premises.
- 3.27. Workmen Compensation: The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for the injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.
- 3.28. Work on Sundays and Holidays: No delivery of equipments/ work shall be carried out on Sundays and other holidays and beyond working hours on working days without the sanction in writing of the officer concerned. The working hours of the Port Trust are from 8:00 AM to 4:00 PM on all week days with half an hour interval between 12 noon to 12.30 PM
- 3.29. All the materials, equipments, tools tackles required for removing the materials/items sold to the contractor shall be brought by the contractor. Cochin Port Trust does not intent to supply any materials for removing the materials/items from the site

- 3.30. Access to site: The contractor is expected to visit the site and satisfy himself of the actual site conditions. The contractor shall arrange proper transport of his own, for transporting his materials, equipments and labour to the work site.
- 3.31. The contractor shall furnish the list of employees working under him at Cochin Port site before taking delivery of the material. Any change in employees shall be made only with prior permission of the Chief Mechanical Engineer.
- 3.32. All employees of the contractor working at the site shall have a valid entry pass issued by the Security Officer, Cochin Port Trust.
- 3.33. The instruction / procedures recommended by the Fire/ Safety Divisions of Cochin Port Trust, shall be complied with.
- 3.34. The contractor shall take necessary precautions and comply with rules, regulation, bye-law, applicable code and safe working practices.

3.35. **RELEASE OF SECURITY DEPOSIT TO THE BUYER/CONTRACTOR:**

The Security Deposit furnished by the Buyer/Contractor will be released within 28 days after satisfactory completion of all contractual obligations by the Buyer/Contractor.

## **SECTION IV- TECHNICAL DETAILS OF HEAVY DUTY REACH STACKER**

The technical details of the Hyster-TIL Make Heavy Duty Reach Stacker are as furnished below:-

### **BASIC DETAILS:-**

Si.No	HYSTER TIL MAKE HEAVY DUTY REACH STACKER No.1 FOR CONTAINER HANDLING	
1	Model	RS 45-27CH
2	Engine Model	Cummins QSM 11. Serial No.35281844.
3	Engine Power(KW)	250KW
4	Transmission	DANA TE-27.Serial No.NBEA 378206
5	CAPACITY	45 Ton
6	Location for Inspection	IC Engines Division, Ernakulam Wharf, W/Island,Cochin Port Trust, Cochin-682009.
7	Date of Commissioning	03-11-2011
8	Running Hours Completed as on 30-08-2020	5200 Hrs

### **TECHNICAL DETAILS:-**

SL.NO	DESCRIPTION	PARAMETER
1	Model Description	RS-45-27 CH
2	Power	Diesel
3	Load Capacity-1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> row	45/27/13
4	Load distance to face of front tyre	840mm
5	Wheel Base	6200mm
6	Unladen weight	68320 Kg
7	Axle loading with load Front/Rear	99769 Kg/13551 Kg
8	Axle loading without load Front/Rear	37046 kg/31274 kg
9	Tyre Size Front	18.00x25
10	Tyre Size Rear	18.00x25
11	No of Wheels Front/Rear(X=driven)	4X / 2X
12	Track Width Front	3033mm
13	Track Width Rear	3020mm
14	Boom Angle Minimum/Maximum	0/59
15	Boom Height ,minimum	4700mm
16	Maximum Distance Spreader from Ground	1342mm
17	Maximum lift height under spreader,First/Second container row	15260/13850mm
18	Boom height Maximum	18110mm
19	Seat height	2555mm
20	Overall length	11873mm
21	Length without Boom	8360mm
22	Overall width over front tyres	4220mm
23	Side shift movement, from centre to left/right	800/800mm
24	Ground clearance,centre of wheel base	495mm

Sl.No	Description	Parameter
25	Ground clearance lowest point without load	312
26	Outer turning radius	8270mm
27	Travel speed with load/without load	19.9/23.1 km/hr
28	Lifting speed with load (35Ton)	0.25m/sec
29	Lowering speed with/without load	0.46/0.45 m/sec
30	Maximum drawbar pull with load	378KN
31	Service brake	Oil immersed brakes
32	Engine Make & Type	Cummins QSM11
33	Engine power @1800 rpm/normal @maximum 2100rpm	272kw(365HP)
34	Governed maximum Engine speed	2100rpm
35	Number of Cylinders/displacement	6/10800cm <sup>3</sup>
36	Drive control	4-sp auto shift SOH TE27
37	Pressure for attachments	260 bar
38	Oil flow for attachments	70 or 110 l/min
39	Noise level LpAZ,inside cab per EN12053T	71db(A)
40	Noise level LWA2outside truck per 200	109.6db(A)

**COCHIN PORT TRUST**

**LETTER OF SUBMISSION- COVERING LETTER  
(ON THE LETTER HEAD OF THE BIDDER)**

Date :

To

The Chief Mechanical Engineer,  
Cochin Port Trust.

Sir,

Sub : Tender No. **D2/T-13/ Reach Stacker (45 T) Sale /2021-M** for the sale of  
one number Hyster TIL make Heavy Duty Reach Stacker.

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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 above sale.

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

- (i) Tender Document along with Addendum No. ----
- (ii) Power of Attorney (Annexure 2)
- (iii) Details of bidder (Annexure 3)
- (iv) Declaration (Annexure-IV)
- (v) Cost of tender document in the form of DD No. .... Dated..... issued by ....  
bank or online payment
- (vi) Bid Security / EMD In the form of DD / Fixed Deposit Receipt / Banker's  
Cheque/Bank Guarantee bearing No ----- dated ----- for Rs..... Issued  
by .....bank or online payment.

Signature

(Authorised Signatory)

**PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY**

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

To

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

Dear Sir,

We \_\_\_\_\_

do hereby confirm that Mr./Ms./Messrs \_\_\_\_\_ [*INSERT NAME AND ADDRESS*], whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement with you against Tender for “ the sale of one number Hyster TIL make Heavy Duty Reach Stacker ” - Tender No. **D2/T-13/ Reach Stacker (45 T) Sale /2021-M**

The above named official is also authorized to take over one number Hyster TIL make Heavy Duty Reach Stacker from Cochin Port Trust on our behalf, in case we are the successful tenderer.

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**

**DETAILS OF BIDDER**

Sl. No.	Particulars	Bidders response
1	Name of the Bidder :	
2	Whether Sole Trader / Partnership / Private Ltd.Company / Public Limited Company.	
3	<b>Address of the Bidder :</b>	
4	PAN No. (Attach copy of PAN card) :	
5	GST No. (Attach copy of GST registration)	
6	Name & Address of the Bankers :	
7	Name of authorised Contact person :	
8	Telephone / Mobile Nos. :	
9	Email :	

Bidder's Signature with seal & date

**COCHIN PORT TRUST**

**DECLARATION TO BE SUBMITTED BY THE TENDERER**

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

- 2.18.7.4. I/We, \_\_\_\_\_ (Name of bidder) having examined the Tender No. **D2/T-13/ Reach Stacker (45 T) Sale /2021-M** and fully understood its content hereby submit the tender for purchase of one number Hyster TIL make Heavy Duty Reach Stacker from Cochin Port Trust on “as is where is” basis.
- 2.18.7.5. I/We accept all the terms & conditions of the Tender Document, including its addendum/corrigendum etc.
- 2.18.7.6. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above tender. Cochin Port’s 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.
- 2.18.7.7. I/We do hereby undertake that I/we have not made any payment or illegal gratification to any person/authority connected with the bidding process of tender so as to influence the bidding process and have not committed any offence under the PC Act in connection with the bid.
- 2.18.7.8. I / We understand that CoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 2.18.7.9. We have quoted for Bid Price strictly as per the Financial Bid. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
- 2.18.7.10. I / We hereby undertake that we will abide by the decision of CoPT in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by CoPT in this regard.
- 2.18.7.11. 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.

Signature

(Authorised Signatory)

**PROFORMA OF B.G TOWARDS E.M.D**  
(To be submitted on Non-judicial Stamp Paper of appropriate value)

Bank Guarantee No..... Dated.....  
Amount of Guarantee Rs. ....  
Guarantee Cover Period from .....to .....

THIS DEED OF GUARANTEE executed at.....by .....(Name of Bank) having its Head/Registered Office at \_\_\_\_\_ and Branch at ..... (hereinafter called “**the Bank or the Guarantor**”) which expression shall, unless it be repugnant to the subject or context thereof, include its executors, administrators, successors and assigns;

**In favour of**

The Board of Trustees of Cochin Port Trust (hereinafter called “**the Employer**”), having its office at Willingdon Island, Cochin – 682 009, Kerala State, India, which expression shall, unless it be repugnant to the subject or context thereof, include its executors, administrators, successors and assigns;

WHEREAS M/s.....a Company registered under the provisions of ..... (state the law) having its registered office and principal place of business at .....(hereinafter called “**the Bidder**”, which expression shall, unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns) has tendered for “.....” in the State of Kerala in India; and

WHEREAS in terms of the Bid Ref. No.....dated.....hereinafter referred to as “**Bid Document**”) the Bidder is required to furnish to the Employer an unconditional and irrevocable Bank Guarantee for an amount of Rs. ....(Rupees ..... only) as **Earnest Money Deposit** and the Guarantor has at the request of the Bidder agreed to provide such **Earnest Money Deposit** in the form of this Bank Guarantee.

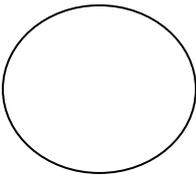
NOW THIS DEED WITNESSETH that in consideration of the premises, the Guarantor hereby declares, undertakes and agree as follows:

- a) The Guarantor as primary obligor shall, without demur, pay to the Port Trust an amount not exceeding Rs. .... (Rupees ..... only), within 5 (five) days of receipt of a written demand from the Employer stating that the Earnest Money Deposit has been forfeited in terms of the BID Document. Any such demand made on us by the Employer shall be conclusive and absolute as regards the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

- b) The above payment shall be made by the Guarantor without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not.
- c) This Guarantee shall remain in full force for a period of 118 days from .....(date)\* or for such extended period corresponding to the extension of the validity of the Bid submitted by the Bidder and shall continue to be enforceable until the amount demanded by the Employer under this Guarantee are paid.
- d) In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Bid Documents or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the Employer against the Bidder or forbear or enforce any of the terms and conditions relating to non-compliance of the Bid Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the Employer or any indulgence by the Employer to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- e) This Guarantee shall be unconditional and irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- f) The Guarantor has power to issue this Guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the powers granted to him or her.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by the aforesaid Guarantor )  
 Bank by the hand of the Authorized Signatory )  
 Mr./Ms.....[name] )  
 .....[designation]) \_\_\_\_\_

Bank's Seal 

\* *Fill in the scheduled date of submission of Bid*