



निविदा सूचना / TENDER NOTICE

सीएसएल – ए एन पोत मरम्मत यूनिट (सीएनएसआरयू) – मेसर्स कोचीन शिपयार्ड लिमिटेड, कोच्ची की एक इकाई - की ओर से निम्न सूचित कार्य / आपूर्ति के लिए अनुभवी फर्मों से मुहरबंद प्रतिस्पर्धी निविदाएं आमंत्रित की जाती हैं, ताकि निम्न सूचित तिथि और समय पर या उससे पहले अधोहस्ताक्षरी तक पहुँच सकें। कृपया संलग्न तकनीकी विनिर्देश, सामान्य नियम और शर्तें एवं अन्य अनुदेशों का संदर्भ लें।

Sealed competitive tenders are invited on behalf of CSL-AN Ship Repair Unit (CANSRU) - a unit of M/s Cochin Shipyard Ltd, Kochi from experienced suppliers for the under mentioned work/supply, so as to reach the undersigned on or before the date and time mentioned below. Please refer to the Technical Specification, General Terms and Conditions and other instructions attached.

निविदा सं. व तिथि Tender No. & date	सीएसएल/सीएनएसआरयू/प्रोज./189/टीईएन/2022-23 दिनांक 28.03.2023 CSL/CANSRU/PROJ/189/TEN/2022-23 dated 28.03.2023
कार्य का नाम Name of Work	सीएनएसआरयू पोर्टब्लेयर में टैक्सी सेवा के लिए दर अनुबंध (विस्तृत विनिर्देश अलग से संलग्न है।) RATE CONTRACT FOR TAXI SERVICE FOR CANSRU, PORT BLAIR (Detailed specification is enclosed separately)
निविदा का प्रकार Type of Tender	दो बोली Two Bid
अग्रिम राशि जमा की जाएगी Earnest Money to be deposit	जीएसटी सहित रु.10,000/- (केवल दस हजार रुपए) Rs10,000/- (Rupees Ten Thousand only) including GST
निविदा प्रपत्र की लागत Cost of Tender Form	शून्य NIL
निविदा प्राप्ति की अंतिम तिथि एवं समय Last date & time of receipt of tender	दिनांक 07.04.2023 को 15:00 बजे तक । 07.04.2023 up to 15:00 hrs.
निविदा खोलने की तिथि एवं समय Date & time of opening of tender	दिनांक 07.04.2023 को 15:30 बजे तक । 07.04.2023 at 15:30 hrs.
अनुबंध की अवधि Period of contract	1 वर्ष (कार्य आदेश की स्वीकृति की तारीख से) । 1 year (from the date of acceptance of work order).

एल 1 लाइन आइटम 1 और 2 के लिए उद्धृत जीएसटी सहित सबसे कम समग्र राशि के आधार पर प्राप्त किया जाएगा
L1 will be arrived based on the lowest overall amount including GST quoted for line item 1&2.



लिफाफे के ऊपर निविदा संदर्भ स्पष्ट रूप से सूचित किया जाना चाहिए।

Tender reference should be clearly indicated on top of the respective sealed envelopes.

उप महाप्रबंधक को संबोधित मुहरबंद निविदाएं कोचीन शिपयार्ड लिमिटेड, सीएसएल- अ एन पोत मरम्मत यूनिट (सीएनएसआरयू), मरीन डॉकयार्ड, मरीन जेट्टी पोस्ट ऑफिस, पोर्ट ब्लेयर, अण्डमान तथा निकोबार द्वीपसमूह – 744101 अधोहस्ताक्षरी के पास नियत तारीख और समय तक पहुंच जाएगा।

Sealed tenders addressed to The Deputy General Manager, Cochin Shipyard Ltd, CSL-AN Ship Repair Unit (CANSRU), Marine Dockyard, Marine Jetty Post Office, Port Blair, Andaman and Nicobar Islands – 744101 and shall be reached to the undersigned by the due date and time.

उपरोक्त कार्य के लिए प्रभारी अधिकारी
Officer in - Charge for the above work



नाम/Name: मैथ्यू वर्गिस / Mathew Varghese

पदनाम/Designation: प्र (एच आर & मैं आर)/M (HR & IR)

संपर्क सं. (मोब.)/Contact No (M) : 79944 72537

ई-मेल/E-mail: mathew.varghese@cochinshipyard.in

कृते कोचीन शिपयार्ड लिमिटेड
For Cochin Shipyard Limited

ठेकेदार का हस्ताक्षर एवं मुहर
Signature and Seal of the Contractor(s)

उप महाप्रबंधक
Deputy General Manager
CANSRU

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For Cochin Shipyard Limited



Deputy General Manager

CANSRU

Signature and Seal of the Contractor (s)

SCOPE OF SERVICES

Name of Work: Rate Contract for Taxi Services at CANSRU, Port Blair.

Scope

- AC Sedan (Swift Dzire/Etios/Logan/Accent/Equivalent) for 10 Hrs/ 100km per day (including Sundays and Holidays, if required) on regular basis (including Sundays and Holidays, if required) If any additional requirement of AC sedan, firm has to provide the same at the same rate, terms and conditions.
- AC Innova for 10 Hrs/ 100km per day (including Sundays and Holidays, if required) on as and when requirement basis. If any additional requirement of AC Innova, firm has to provide the same at the same rate, terms and conditions.
- AC SUV (Xylo/Ertiga/Marrazo/Bolero/Scorpio) for up and down trips to inter island (Port Blair to Baratang, Port Blair to Yeratta Jetty, Port Blair to Mayabundar, Port Blair to Diglipur) including stay and other expenses of the driver (including Sundays and Holidays, if required) on as and when requirement basis
- Reporting and releasing location will be **CSL Transit House, Port Blair or any office/place as mentioned by OIC, CANSRU**. The starting / closing time & Kilometer reading of the vehicle will be considered as the time / Kilometer reading of reporting / releasing of the vehicle at CSL Transit house, Port Blair **or any office/place as mentioned by OIC, CANSRU**.
- Period of contract will be initially for 1 year. However, contract can be extended for a further period of 1 year with same rate, terms & conditions specified in the work order subject to the satisfactory performance of the Contractor. However, CSL discretion will be the final on extension / termination of contract.
- An English daily, 1 No. mineral water bottle (Bisleri/Aquafina/Bailey/Kinley or equivalent) and one large size umbrella shall also be made available with this service. The driver(s) shall observe all the etiquette and protocol while performing duty. They should wear a proper uniform (White Shirt & pants, black Shoe) & must carry a mobile phone in working conditions.

Prequalification Criteria

- The Firm should have a dedicated functional office at Andaman & Nicobar Islands and address proof of office should be submitted along with the technical bid.
- Vehicle provided shall not be older than 5 Years. As documentary evidence, copy of self-attested RC book, PUC Certificate, Fitness Certificate, and Insurance of the vehicle should be attached along with the offer.
- The Firm should have been in the business of providing Taxi services for minimum 05 (Five) years as on date of publishing this tender. Work experience certificate and work presently in hand including details of reputed consumers/organizations/companies/ establishment where the firm have executed similar work as per tender notice. A documentary proof to show that the bidder has requisite experience, the work order for any such companies proceeding 03 (three) years shall be submitted along with the offer.
- The Firm should have an average minimum Annual Turnover of Rs. 4 (Four) lakhs during the last three financial years FY 2019-2020, 2020-21 and 2021-2022.

For Cochin Shipyard Limited



Signature and Seal of the Contractor (s)

**Deputy General Manager
(CANSRU)**

PRICE BID FORMAT

Name of Work: Rate Contract for Taxi services for CANSRU, Port Blair					
Tender Ref: CSL/CANSRU/PROJ/189/TEN/20222-23					
Sl.No.	Description of work	Qty. (A)	UoM	Unit rate (INR) (B)	TOTAL AMOUNT(INR) (C=A X B)
1	Rate for AC SEDAN(Swift,Dzire/Etios/Logan/Accent/Equivalent)) for 10Hrs/100Km	365	Days		
2	Rate for AC INNOVA for 10Hrs/100Km	45	Days		
	TOTAL AMOUNT(Line Item 1 & 2, Excluding GST)				
	GST Amount				
	GRAND TOTAL(Including GST)				
	GRAND TOTAL (In Words)				

Signature & Seal of the bidder

PRICE BID FORMAT

Name of Work: Rate Contract for Taxi services for CANSRU, Port Blair				
Tender Ref: CSL/CANSRU/PROJ/189/TEN/20222-23				
Sl.No.	Description of work	Qty. (A)	UoM	Unit rate (INR) (B)
3	Rate for AC SUV (Xylo/Ertiga/Marrazo/Bolero/Scorpio etc.) Up and down travel from Port Blair to Baratang (including 01 night stay & other expense of the driver)	1	Trip	
4	Rate for AC SUV (Xylo/Ertiga/Marrazo/Bolero/Scorpio etc.) Up and down travel from Port Blair to Yeratta Jetty (including 01 night stay & other expense of the driver)	1	Trip	
5	Rate for AC SUV (Xylo/Ertiga/Marrazo/Bolero/Scorpio etc.) Up and down travel from Port Blair to Mayabundar (including 01 night stay & other expense of the driver)	1	Trip	
6	Rate for AC SUV (Xylo/Ertiga/Marrazo/Bolero/Scorpio etc.) Up and down travel from Port Blair to Diglipur (including 01 night stay & other expense of the driver)	1	Trip	

PRICE BID FORMAT

Name of Work: Rate Contract for Taxi services for CANSRU, Port Blair				
Tender Ref: CSL/CANSRU/PROJ/189/TEN/20222-23				
7	Rate for additional night stay & other expense of the driver (Applicable for Sl. No. 3,4,5 & 6 only)	1	Day	
	Notes: 1. Charges for additional time and additional KM will be paid on pro-rata basis. (Contractor shall be paid either for additional time or for additional KM, whichever is higher. Additional time will be counted with an interval of 30 min). 2. The actual days of use will be based on requirement at CANSRU. 3. AC Innova will be called as and when required basis only. 4. Sl. No. 3 to 7 also will be based on requirement basis at CANSRU. 5. Duration of contract shall be 01 year. 6. Scorpio, Xylo, Ertiga and equivalent MPVs can also be considered in place of sedan as a special case.			

Signature & Seal of the bidder

GENERAL CONDITIONS

1. Offer shall be submitted in the prescribed form to **M/s Cochin Shipyard Ltd, CSL-AN Ship Repair Unit, Marine Dockyard, Port Blair, PIN – 744101**, at the designated tender box and has to be addressed to **The Deputy General Manager (CANSRU)**.
2. The bidders are expected to know the nature of work at CSL/CANSRU. Bidders can contact Officer-in-charge of the work which is indicated in the Quotation Notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted.
3. The bidders are expected to familiarize himself, labour situation, wages and benefits applicable to labours, working hours, prior to quoting the rates. The submission of a bid by bidder implies that he has made himself aware of all the above situations and conditions. Any subsequent claim on this account will not be entertained.
4. All applicable taxes, duties, insurance etc. should be included in the rate quoted, unless specified otherwise. CSL/CANSRU reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
5. Bidder shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the Service Provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
6. The service provider shall comply with labour laws in force and all liabilities in this connection will be his responsibility.
7. Bidders to note that no advance payment will be made by CSL/CANSRU against work order/ supply order issued.
8. Tender documents issued are not transferable. Tender documents issued/downloaded shall be submitted wholly without altering any part.
9. a) For all the Firms who are registered with District Industries Centre and come under the category of Micro & Small Enterprises holding a valid EM Part-II certificate or Udyog Adhaar Certificate , the following benefits are extended
 - I. Payment of Earnest Money Deposit (EMD) is exempted.
- b) For all the Firms who are registered with NSIC and come under Micro & Small Enterprises holding a valid NSIC certificate, the below benefit is also extended in addition to the above.
 - C) Waiver of Security Deposit for the performance of the contract (10% of the Order Value by the way of Bank Guarantee till the supplies are completed). However, to ensure performance of the item during the guarantee period, a Performance Bank Guarantee (PBG) (10% of the Order Value by the way of Bank Guarantee) to be submitted by the firm as applicable.

10. Bidders are instructed to carefully go through the tender documents and shall agree to CSL/CANSRU terms and conditions, specifications, scope of work etc and quote their offer accordingly. All the pages of tender documents shall be signed and duly sealed by the bidder as a token of the acceptance of conditions stated therein.
11. Late bid will be rejected and CSL/CANSRU will not be responsible for any postal delay /non receipt of bid on any account of loss in transit.
12. Tender opening shall be carried out at the designated date, time and location as specified in the Notice Inviting Tender, in the case of single bid system. It may please be noted that, if any of the dates indicated in the tender notice is declared a public holiday, the dates shall be extended to the next working day.
13. Bids shall be submitted in two separate sealed covers. In case of single bid system, the first cover shall contain Earnest Money Deposit (EMD) and the second cover shall contain the tender documents. EMD and Tender reference should be clearly indicated on the top of the respective covers. In case of two bid system, the first cover shall contain the techno commercial bid part of the tender along with EMD and supporting documents and second cover shall contain only the price bid part of the tender. Tender reference details shall be indicated on top of respective envelopes.
14. Bids submitted without EMD (Except for firms coming under category mentioned in Clause 7 a and b) will be rejected, if EMD is insisted in the tender. The EMD has to be remitted in the form of DD drawn in favour of Cochin Shipyard Ltd, payable at Ernakulam (with a minimum validity of 3 months from the date of tender opening). Cheques are not acceptable. Non-submission of EMD will result in rejection of bid submitted by bidder. EMD amount should be received in full.
15. No interest shall be paid for the EMD, Security Deposit or Performance guarantee.
16. EMD furnished by all the contractors except the lowest bidder, shall be released after concluding the contract and its acceptance by the contractor, to whom the work is awarded. EMD of the successful bidder shall be refunded after remittance of the security deposit and execution of the agreement or after the completion of the work.
17. Any attempt on the part of the bidders or their agents to influence the officers, supervisors, employees of CSL/CANSRU in their favour by means of canvassing or any other means will entail disqualification / rejection of the bidder & bid.
18. Bringing in new conditions after the tender opening will not be allowed. Under no circumstances, will an enhancement of quoted rate be allowed, once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply/execution within the stipulated delivery/completion period will entail cancellation of the order and forfeiture of EMD/Security Deposit, if any/ and or risk purchase.
19. Cochin Shipyard Ltd. shall without prejudice to any right or remedy is at full liberty to forfeit the said EMD absolutely if the tenderer withdraws his tender before the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to CSL/CANSRU. After the issue of work order by CSL/CANSRU, failing /refusing to execute the agreement/ start the work, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be

construed as the contractors calculated and the wilful breach of the contract, CSL/CANSRU shall have full right to take suitable action against the firm together with forfeiture of Earnest Money Deposit.

20. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in multiplication/addition in amount calculated, the rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.
21. GST /Duties if any payable extra are to be indicated in the price part for single bid and in techno-commercial part for two bids.
22. The Contractor shall also submit the Electronic Payment Mandate Form, as per Enclosure1 in their letter head duly signed by the respective authorized representative of the Bank with a cancelled cheque along with the Offer.
23. Bidders shall submit proof of ITR filed and Annual turnover for the FY 2019-2020, 2020-21 and FY 2021-22.
24. Dockyard/Wharf entry permit: Bidder shall abide by all rules and regulations of the docks in force from time to time as applicable. The bidder is required to obtain required permit for driver & vehicle as applicable issued by competent authority to enter premises & to bear cost of gate pass (if any) during the contract period.
25. **General conditions on work part:**
 - a) This rate contract is valid for 1 year from the date of acceptance of work order. Cochin Shipyard Limited reserves the right to extend the validity of the contract for a further 1 year period on the same rate, terms & conditions, if situation so warrants on mutual agreement on completion of the contract period. The terms & conditions of the contract will remain unchanged for the entire period and for the extended period if applicable. However, CSL discretion will be the final on extension / termination of contract.
 - b) Reporting and releasing location will be CSL transit house, Port Blair. The starting / finishing time & kilometre reading of the vehicle will be considered as the time of reporting / releasing of the vehicle at CSL transit house, Port Blair. Contractors garage to reporting location and releasing location to contractors' garage will not be considered for payment.
 - c) The rate comprises the supply of vehicle in perfect running condition with DRIVER, FUEL, LUBRICANTS, SPARES, REPAIRS if any and other essential requirements. In case of scratches/dents obtained during running, the vendor should replace/repair the vehicle immediately to perfect condition without delay. The vehicle should be in washed and cleaned condition during first reporting of the day.
 - d) Payment will be made after satisfactory completion of the work on monthly basis after deducting all penalties if any. Contractor should ensure to submit the bill along with proper documents for processing the payment. A logbook indicating opening time, closing time, opening kilometre, closing kilometre should be maintained by the contractor which should be certified by the authorized CSL/CANSRU representative at Port Blair.

- e) Payment will be released once in a month and tentatively within 30 days from the date of submission of bill duly certified by the authorized CSL/CANSRU representative at Port Blair. Delay of accepted bills will lead to the delay in processing of payment.
- f) Payment of Toll fee, parking fee etc. which may become necessary during the trips has to be initially paid by the contractor and the same will be reimbursed by CSL/CANSRU along with the running bills. Supporting documents certified by the authorized CSL/CANSRU representatives is necessary to process the payment.
- g) Failure to provide additional AC Innova and AC Sedan (Swift/Dzire/Etios/Logan/Excent/Equivalent) or delay in providing vehicles within 1 Hour from the time of telephonic/E-mail/SMS intimation will make the Contractor to bear the extra expenditure incurred by Cochin Shipyard Ltd for arranging alternate vehicles and the actual will be deducted from the subsequent running bills submitted by the Contractor. CSL/CANSRU has the right to arrange vehicles from other agencies if the contractor fails to provide the requirement.
- h) Charges for additional time and additional KM will be paid on pro-rata basis. Contractor shall be paid either for additional time or for additional KM, whichever is higher. Additional time will be counted with an interval of 30 min.
- i) In case of any breakdown or any other blockings due to the failure of vehicles that may occur during trips, the contractor shall provide alternate vehicle immediately at their cost. If the contractor fails on this, CSL/CANSRU has the right to engage other vehicles and the cost incurred shall be borne by the Contractor due to any failure on the part of the contractor in doing so.
- j) CSL/CANSRU has the right to reject the vehicle without payment if the vehicle is not found in good condition or older than the defined life. Decision of the authorized CSL/CANSRU representative at Port Blair is final in this regard.
- k) The vehicles should be with valid tourist taxi permit and in excellent working condition with clean and good upholstery. If required flag post and upper carrier may be fitted.
- l) Contractor should ensure the cleanliness of all Vehicles (external and internal including floor) and proper maintenance of the vehicles, without any dilution. CSL/CANSRU has the right to reject the vehicles on non-compliance of the same.
- m) Up on award of contract, The Contractor should ensure that after getting the contract the drivers deputed for service to this Office do not have any Police records/ Criminal cases (previous or pending) against them. The service provider should make adequate enquiries about the antecedents of the drivers before deputing them for service to this Office.
- n) Vehicles should have valid and proper documents like RC Book, Insurance Policy, Tax paid token, Pollution certificates, First aid medicines etc during the contract period. All statutory conditions to be fully met by contractor at their cost. CSL/CANSRU authorized officer has the right to verify RC book, Insurance, Pollution Certificate and Tax paid.
- o) The vehicle should report with sufficient quantity of fuel and other consumables for meeting the day's work. Cochin Shipyard Ltd will not take responsibility for any liabilities caused by the contractor in respect of the vehicle's tax, insurance, road permit, accident, penalties by authorities etc., or will not compensate part or full whatever may be the reasons.

- p) The contractor shall ensure that sufficient funds are provided to the driver towards the cost of fuel, toll charges, parking fees, Driver's wages/Bata/food/lodging charges etc and no payment on any account shall be made by the company during the trip.
- q) The company will be at liberty to terminate this contract at any time without assigning any reasons by giving a notice of one month and the contractor will not be entitled to any claim of any nature whatsoever on account of such termination.
- r) If any information given by the contractor is found to be false, CSL/CANSRU reserves the right to terminate the contract without any notice or assigning any reason thereof.
- s) The contractor shall be solely responsible for the consequences arising out of any loss, damage or accident caused to the vehicles, driver while on duty. Any labour issues with drivers have to be settled by the contractor himself. CSL/CANSRU will not have any responsibilities for any issues between contractor and the drivers.
- t) Acceptance of a bid will rest with the competent authority of CSL/CANSRU, who does not bound himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason for the same.
- u) Contractor should ensure that the drivers are medically fit for attending the duty /while driving and should have a valid driving license.
- v) Contractors shall ensure to send the same vehicles and drivers to the extent possible for smooth operation.
- w) Authorized representatives of CSL/CANSRU at Port Blair are having full right to allocate trips and timings of the vehicles for the smooth operation. Contractors are binding on the decision of the authorized representatives of CSL/CANSRU regarding allocation. Further, contractors can't demand that they will be operating only particular trips/timings. Reporting time of the vehicle will be at 07:30am at pick up point. However, timing can be changed as per the directive of CSL/CANSRU authorized representatives.
- x) The vehicle must possess VALID TOURIST PERMIT.
- y) In case, inter- Island travels are required necessary permit for the same should be arranged by the contractor at his cost.

26. Tax elements

- a) The tax rate of the Goods and Services would be as per the Government of India published GST rate schedule for goods & services. The rates have been mapped with HSN& SAC in the rate notification issued by the government. The rate schedule should be referred to identify the applicable rate.
- b) Taxi service providers, those who are not coming under the purview of GST in view of their annual turnover limit, shall submit the undertaking (notarised) for the same.
- c) Permanent Account Number (PAN) obtained from Income Tax Department should be mentioned in the invoice for inclusion of PAN in the TDS returns filed by CSL/CANSRU.
- d) GST Id should be mentioned.

- e) The invoices should be as per the provisions of GST law. The invoices should mandatorily contain the HSN code/SAC and GSTIN number along with other particulars. The GST charged (CGST&SGST or IGST) should be separately indicated in the invoice.
 - f) Tax inclusive invoices will not be accepted.
 - g) All correction/rectification in the invoices should be done through Debit note/ Credit note only.
27. Jurisdiction: It is clarified that the contractor cannot go for arbitration for any disputes arising out of the agreement related to this contract work/supply. Cochin Shipyard Ltd. has a grievance redressal cell and all questions, disputes or differences arising under, out of, or in connection with the contract after hearing by Grievance Redressal committee shall be subject to Indian Laws in force and at the exclusive jurisdiction of the courts at Kochi, Kerala.
28. General Conditions, Special Terms and Conditions and all tender documents of CSL/CANSRU is legally binding on the tenderer.

For Cochin Shipyard Limited



Deputy General Manager
CANSRU

SPECIAL TERMS & CONDITIONS

1. Validity: The offer should be valid for a minimum period of four months of date of tender opening.
2. Contract Period: 1 year from the date of acceptance of work order and for a further period of 1 year upon satisfactory performance of the Contractor with the same rate, terms & conditions.
3. EMD (Earnest Money Deposit): Rs 10,000/- (Rupees Ten Thousand Only) EMD for a valid bid has to be submitted by the bidder in the form of demand draft drawn in favour of Cochin Shipyard Limited. Cheques are not acceptable.
4. Security Deposit: a) Successful bidder shall furnish an interest free Security Deposit of Rs 25,000/- (Rupees Twenty Five Thousand Only). This can be furnished in the form of bank Guarantee by from a reputed scheduled/national bank as per CSL/CANSRU format (Enclosure 2) at Enclosure 2/FDR/Demand Draft drawn in favour of Cochin Shipyard Ltd. The EMD remitted can be adjusted towards security deposit on request from the contractor. The security deposit will be released within 30 days only after successful completion of period of contract. If the contractor abandons the contract or fails to commence or carry out the work as per the terms and condition of the order in time, CSL/CANSRU will have the rights to terminate the contract within 15 days of notice forfeiting the EMD and Security deposit and also to initiate alternative arrangements at the risk and cost of the contractor. Security deposit will bear no interest. If the contract is further extended then the security deposit will remain with CSL/CANSRU till extended period of the contract.
5. **PAYMENT TERMS:**
 - a) 100% Payment will be released once in a month and tentatively within 30 days from the date of submission of bill duly certified by the authorized CSL/CANSRU representative at Port Blair. Delay of accepted bills will lead to the delay in processing of payment.
 - b) Payment of Toll fee, parking fee etc. which may become necessary during the trips has to be initially paid by the contractor and the same will be reimbursed by CSL/CANSRU along with the running bills. Supporting documents certified by the authorized CSL/CANSRU representatives is necessary to process the payment.

For Cochin Shipyard Limited



Deputy General Manager

CANSRU

BANK CERTIFICATE

We certify that_____ has an Account No._____ with us and we confirm that the details given above are correct as per our records.

Date:

Place:

(.....)
Authorized official of Bank

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

To

COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)
PO BAG No. 1653 , PERUMANOOR PO, COCHIN 682 015.

WHEREAS(Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract..... No..... Dated: to execute (Name of Contract and brief description of works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**CSL**") in the said contract that the Supplier shall furnish **CSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we (Name of the Bank) having its Head Office at(Address of Head Office) and acting through its branch office at (Address of the executing branch) (hereinafter called "the Bank") hereby affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of (amount of Guarantee)in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the following documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfill the Contract within 30 days of such notice. A copy of such notice given by email to the Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **CSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed
(..... only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CSL** serve upon us a written claim or demand on or before(validity date) .

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,

Signature and seal of the guarantor:.....

Name of Bank:.....

Address:

Date:.....

[1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

ACCEPTANCE OF THE TERMS & CONDITIONS BY THE TENDERER

(To be given in the Letter Head of supplier/vendor)

1. I/We have understood clearly the Specifications, scope of materials, scope of work, General, Specific and Commercial Terms and Conditions of the Tender. I shall scrupulously abide by the same.
2. I/We certify that to the best of my /our knowledge the particulars furnished above is true.

(Signature with company seal)

For and on behalf of the company
Name & Designation of Signatory.