



INFRA/ISRF/279/2024

09 July 2024

**Turnkey Fabrication, Testing and Supply of 92 nos. Trestles & 88 nos. Keel beams  
for ISRF project**

TENDER No: INFRA/ISRF/279/2024 - Dated 14 June 2024

**Corrigendum – 2**

1. The following clause is added as clause no. 14 of 'General Conditions of Contract (GCC)':

**14. Mobilization Advance**

14.1 Mobilization advance to the tune of 10% of the accepted contract value will be paid, on production of an irrevocable Bank Guarantee from a scheduled / Nationalized bank in India valid for the contract period, after issuing the work order and execution of contract agreement and submission of performance security by the contractor. The BG towards mobilization advance should be 110% of the advance amount paid. The format of Bank Guarantee for advance payment is placed at **Encl: 1**. The mobilization advance shall be paid in two equal installments. Utilization certificate from auditor's, along with supporting documents of the mobilization advance availed is to be submitted by the contractor after availing each installment. Second installment will be paid only after getting utilization certificate of the first installment. Part/Split 'Bank Guarantees' (BGs) against mobilization advance is permitted.

14.2 A simple interest at 8.5% per annum shall be charged on the mobilization advance paid. The mobilization advance paid will not be more than 10% of the contract value and shall be recovered from each payment on pro rata basis. Along with the recovery towards the mobilization advance, the interest accrued on the advance will also be recovered from each payment. The interest charges shall be levied on the outstanding amount. For calculating interest, the period shall be reckoned up to the date of settlement of payment in full by CSL Finance department. BG submitted in lieu of mobilization advance will be returned to the contractor only after 100% recovery of mobilization advance.

14.3 The Contractor shall ensure that the bank guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the contractor. If the terms of the bank guarantee specify its expiry date, and the advance payment has not been repaid by the date, 28 days prior to the expiry date, the contractor shall extend the validity of the guarantee until the advance payment has been fully repaid. If the advance payment has not been repaid prior to the completion of supply of trestles & keel beams in full quantity at ISRF site and its acceptance by CSL for the Works or prior to termination of contract then the whole of the balance and its interest outstanding shall be recovered from any payment due to the contractor or by forfeiting the BG's.

2. All other terms and conditions of the Tender No. INFRA/ISRF/279/2024 dated 14 June 2024 and Corrigendum no.1 dated 29 June 2024 remain unaltered



Deputy General Manager (Infra Projects)  
Cochin Shipyard Limited



**PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE**

(To be submitted on Stamp Paper of Rs. 200/-)

Guarantee No.....  
Amount of Guarantee Rs.....  
Guarantee Cover From.....  
Last Date of Lodgement of Claim.....

1. In consideration of Cochin Shipyard Limited (hereinafter called "CSL") which expression shall include all their successors and assignees having agreed to pay Mobilisation advance of Rs..... (Rupees ..... only) repayable with interest 8.5 % per annum to ..... (Name & Address of contractor) (hereinafter called the "CONTRACTOR") which expression shall include their successors and assignees for the contract for the work of ..... Name of work) evidenced by the offer of the contract No: ..... dated ..... and accepted by CSL and the formal stamped agreement to be entered into between parties in the above, the said amount and interest being recoverable from the payment due to contractor on pro-rata basis as per terms of agreement, we (Name of Bank) having our Head office at ..... (hereinafter referred to as "the Bank") do hereby undertake to pay an amount of Rs..... (Rupees ..... only) with interest against any loss or damage caused to or would be caused to or suffered by CSL by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement, making it impossible or difficult to recover the said mobilization advance of Rs..... (Rupees ..... only) or part thereof or interest thereon.
2. We (*name of bank*)..., do here by unconditionally and irrevocably undertake to pay the Awarder to the extent of Rs..... (Rs..... Only) without any demur merely on a demand from the Awarder stating that the amount claimed is due by way of loss or damage caused to or suffered by the Awarder by reason of breach by the Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the (*name of bank*)... shall be conclusive as regards to the amount due payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs..... Only)

3. Our liability under this present guarantee is absolute and unequivocal and we undertake to pay the Awardee the amount so demanded without seeking the consent of the Contractor and notwithstanding the raising any dispute and/or disputes or filing any suit or proceeding before any court or tribunal Authority. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment here under and the Contractor shall have no claim against us for making such payment.
  
4. Notwithstanding anything to the contrary, decision of CSL (Awardee) as to whether the Contractor has made any default or defaults and the amounts to which CSL is entitled to ask the Contractor to establish the claims under the guarantee but will pay the same on demand without objection.
  
5. We, (*name of bank*)..., further agree that the guarantee herein contained shall remain in full force and effect during the periods that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Awardee under or by virtue of the said contract have been fully paid and its claims satisfied or discharged and till the Awardee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liability under this guarantee thereafter.
  
6. This guarantee shall not be recoverable by us except with the written consent of the Awardee and shall continue to be enforceable till ..... should it be necessary to extend this guarantee beyond the said date, we undertake to extend the validity of this guarantee beyond the said date, for such further period as may be required by the Awardee, subject to the Awardee giving in writing to Contractor the request for extension, and such extension shall be before the expiry of the forthwith become payable to the Awardee, notwithstanding that the contract is continuing and/or the Awardee has or has not terminated the contract or preferred any claim against the Contractor.
  
7. We, (*name of bank*)..., further agree with the Awardee that the Awardee shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of guarantee by the said Contractor from time or to postpone for any time or from time to time exercise any of the powers exercisable by the CSL (Awardee) against the said Contractor and to forebear 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 extension being granted to the said Contractor or any indulgence which under the law relating to sureties, would but for this provision, have effect of so relieving us.



8. This guarantee shall not in any way be affected due to change in our constitution or by your taking or varying or given up any securities from the Contractor or any other person, firm or Awarder on its behalf or by change in the constitution, winding up, dissolution, insolvency or death as the case may be of the contractor.
9. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we here by expressly waive all our right of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.
10. We, (*name of bank*)..., also undertake not to revoke this guarantee during its currency except with the previous consent of the CSL (Awarder) in writing.
11. Notwithstanding anything contained herein above:
- (i) Our Liability under this guarantee shall not exceed Rs...../-  
(Rs..... Only).
  - (ii) This Bank Guarantee shall be valid up to and including ..... and
  - (iii) We are liable to pay the guaranteed 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 the expiry of this Guarantee.

Dated the ..... day of.....



SIGNATURE AND SEAL OF BANK

FULL ADDRESS OF THE BANK