

CHENNAI PORT TRUST



**e-TENDER FOR CONDUCTING SHIP MANEUVERABILITY
STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING
VERY LARGE CRUDE CARRIER (VLCC)
AT CHENNAI PORT TRUST THOROUGH SLT**

TENDER NO.S2/VLCC/16/M
TENDER DOCUMENT

Issued by:

Deputy Conservator,
Chennai Port Trust,
Rajaji Salai,
Chennai, India.
Pin:600001.

Telephone : 91-044-225360833 / 25312562 Extn:3303
FaxNo. : 91-044-25384012
E-mail : dc@chennaiport.gov.in
Website : www.eprocure.gov.in & www.chennaiport.gov.in

July,2017

NOTICE INVITING SLT e-TENDER
CHENNAI PORT TRUST CHENNAI - 600001
NIT No: S2/VLCC/16/M

e-TENDER FOR CONDUCTING SHIP MANEUVERABILITY STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING VERY LARGE CRUDE CARRIER (VLCC) AT CHENNAI PORT TRUST THOROUGH SHORT LIMITED TENDER (SLT)

On line SLT Tenders are invited for the above work as per the details given below through e-procurement mode on website eprocure.gov.in [<https://eprocure.gov.in/eprocure/app> , Tender ID:2017_ChPT_224047]

Details about tender:

Department Name	MARINE DEPARTMENT
Circle/ Division	Deputy conservator, Marine Dept, Centenary Building, 6 th Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	S2/VLCC/16/M
Name of Work	CONDUCTING SHIP MANEUVERABILITY STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT TRUST
Estimated Contract Value (INR)	Rs. 22,90,000/-
Period of contract	4 months
Bidding Type	SPECIAL LIMITED TENDER (SLT)
Qualifying Criteria :	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>2.1 An average annual financial turn over during the last 3 years, ending 31st March 2017, should be at least 30% of the estimated cost (i.e.) Rs.6,87,000/-.The copies of last three years audited Profit & Loss account and Balance sheet may be furnished (2014-15, 2015-16 & 2016-17).</p> <p>2.2 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a. Three similar completed works costing not less than the amount equal to 40% of estimated cost i.e. Rs.9,16,000/- each work.(OR)</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of estimated cost i.e.</p>

	<p>11,45,000/- each work.(OR)</p> <p>c. One similar completed works costing not less than the amount equal to 80% of estimated cost i.e.18,32,000/- each work.</p> <p>Note: Copy of the work orders of similar work and its completion certificate with value, period of contract, work order reference number and date.</p> <p>Similar works means: <i>Similar works means SIMULATION STUDIES CONDUCTED IN MARINE FIELD</i></p>
Tender Document Cost	Rs.525/- DD in favour of The Chairman, Chennai Port Trust, Chennai
Bid Security/ EMD (INR) :	Rs.45,800/- DD in favour of The Chairman, Chennai Port Trust, Chennai
Bid Document Downloading Start Date	21 / 07 / 2017 onwards
Last Date & Time for Receipt of Bids	16 / 08 / 2017 @ 14:30 Hrs.
Bid Opening Date	17/ 08 / 2017 @ 15:00 Hrs.
Documents required to be submitted by scanning through online	Documents in support of fulfilling qualifying criteria as indicated above and all other relevant documents as per Tender Document.
Bid Validity Period	180 Days
Officer- Inviting Bids:	DEPUTY CONSERVATOR
Bid Opening Authority :	DEPUTY CONSERVATOR
Address:	DEPUTY CONSERVATOR, VI Floor, Centenary Building, Rajaji Salai, Chennai – 600 001.
Contact Details :	Deputy Conservator, Chennai Port Trust, Rajaji Salai, Chennai – 600 001. Phone No: 044 – 2536 0628 Facsimile number: (044) – 25362601 Email: dC@chennaiport.gov.in

DEPUTY CONSERVATOR

CHENNAI PORT TRUST
CONTENTS

**CONDUCTING SHIP MANEUVERABILITY STUDIES IN FULL BRIDGE
SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT TRUST**

Sl.No.	Description	Page Nos.
Section-1	Introduction	
1.	Information on Chennai Port	5
2.	Existing Port Facilities	6
3.	Proposed Operation of VLCC at Chennai Port	6
Section-2	Site Information	
1.	Geographical location	7-8
2.	Climate and Meteorology	8
Section-3	Terms of Reference	
1.	Background	9
2.	Terms of Reference	9
Section-4	Work Schedule and Terms of Payment	
1.	Work Schedule	11
2.	Schedule of Payment	11
Section-5	Instruction to Bidders and General Terms & conditions	
1.	Submission of Bids	12
2.	Amendment to Bid document	13
3.	Evaluation & Basis of Award of Contract	13-14
4.	Earnest Money Deposit and Performance Security	15
5.	Signing of Agreement	15
6.	Confidentiality	15
7.	Dispute between the Consultant and Chennai Port	15-16
8.	Law Governing the Contract	16
Schedule-A	Cost Schedule A-1	18
APPENDIX		
Appendix-I	Proforma for Power of Attorney for Signing the Bid	19
Appendix-II	Form of Agreement	20-21
Appendix-III	Form of Performance Guarantee	22-26
Appendix-IV	Specimen Bank Guarantee	27-28
Appendix-V	Specimen letter of Authority from Bank for all BGs	29
ANNEXURES		
Annexure-I	Lay out of Chennai Port	30

SECTION-I

INTRODUCTION

1. INFORMATION ON CHENNAI PORT

Chennai Port is an all weather Port situated at Latitude 13° 06' N and Longitude 80° 18'E. The navigation entrance to the Port is along the Bharathi Dock with a width of 350 mts and in Dr. Ambedkar Dock with a width of 125 mts. The length of the breakwater in the inner harbour is 1325 mts along the eastern side and 575 mts at the northern side. In the outer harbour, the length of the Eastern Breakwater is 590 mts, Northern Breakwater is 460 mts, Outer arm is 1000 mts and Upper Pitched Revetment is 950 mts.

DOCKS

ChPT has 24 berths located in three docks and draft varying between 8.50 and 17.00 metres.

1. BHARATHI DOCK

Three berths BD1, BD2 & BD3 of Length 355.65 mts, 307.50 mts and 382.00 mts each serves as the oil terminal of ChPT. BD1 & BD3 handle the entire crude and white oil for CPCL & POL products for all major companies. They are geared to meet the increasing demands in handling the entire petroleum products. Four container berths in this dock CTB-1, CTB-2, CTB-3 & CTB-4 are being operated by the private container terminal operator viz. M/s. Chennai Container Terminal Pvt. Ltd. The quay length of the four berths 885m is the India's longest container quay.

2. DR. AMBEDKAR DOCK

Eleven berths are existing in this dock. Four berths in the West Quay, one berth in Centre and North Quay each and two berths in South Quay are the Eight berths operated by ChPT in this dock. Cars, Passenger-cum-Cruise, Steel, Break Bulk and Project cargo are being handled in these berths. Three berths viz. SCB-1, SCB-2 & SCB-3 with a draft of -15.5m and 832 mts long quay is operated by the private container terminal operator viz. M/s. Chennai International Terminal Pvt. Ltd. These berths are equipped to handle Post Panamax Vessels.

3. JAWAHAR DOCK

Six Berths with max. draft of JD 1: 11.5 m, JD-2: 13.0 m, JD-3& 5: 12.0 m, JD-4&6: 11.0m, in the dock were dedicated to handle Bulk Cargo. Subsequent to the stoppage of handling dusty cargoes in ChPT, commodities like fertilizers, limestone, dolomite, wooden logs, project cargo, agricultural products and Dry Bulk Cargoes are handled in the dock. JD V berth has been allotted to M/s. SICAL Logistics Ltd. under Berth Reservation Scheme.

2. EXISTING PORT FACILITIES AT OIL TERMINALS (BD1 & BD3)

First Oil berth at Bharathi Dock-I commissioned in 1972 can handle tankers up to 100,000 DWT

Second Oil Berth at Bharathi Dock-III commissioned in 1986 can handle tankers up to 140,000 DWT

Maximum LOA of Tankers Berthed at BD - I & BD - III - 280.4m (920 ft).

Minimum LOA of the ship so far Berthed at BD - I - 108.15m.

Minimum LOA of the ships berthed at BD - III - 149M. or 488 ft.

Capacity - 13 Million Tonnes Per Annum

Installed with 5 Marine Loading Arms at BD - I and 6 Marine Loading Arms at BD - III. Berths laid with 762 mm (30") dia pipelines for conveying Crude, 500 mm (20") dia pipeline for conveying White Oil Product and 350 mm (14") dia pipelines for conveying Furnace Oil.

Separate Pipelines for Crude, Furnace Oil, White Oil Products, Deballasting, Tower Monitor, Fire Hydrant and Fresh Water

Service Lines for LDO Bunker, Furnace Oil Bunker and Lubricant Oil Bunker

The facilities include pumping at the rate of 3000 Tonnes per hour for Crude oil and 1000 Tonnes per hour for Petroleum Products.

Provision of Oil reception facilities in accordance with MARPOL convention for receiving oily ballast, sludge and slop.

Both the jetties are equipped with fire monitors

There is a separate fire fighting pump house with diesel and electrically driven pumps to supply fire hydrant and tower monitors.

3. PROPOSED OPERATIONS OF VLCC AT CHENNAI PORT

Chennai Port Trust intent to bring in **VLCC** in partly loaded condition for which full bridge simulator study to be carried out in order to assess the ship maneuverability for berthing and un berthing at BD1/3 in various weather conditions and in emergencies using available tugs with the port.

SECTION-2

SITE INFORMATION

Geographical Location

Latitude	-	13° 06' N
Longitude	-	80° 18' E
Climate	-	Tropical
Time	-	+5 Hrs. 30 Minutes
Temperature	-	40° C Max. 18° C Min
Annual Rainfall	-	About 125 Cms.
Spring Tides	-	1.2 Metres

Navigation Channel

Entrance Channel

Soil	-	Predominantly sandy and silt
Length of Channel	-	About 7 kilometres
Depth of Inner Channel	-	18.6m at chart datum
Depth of Outer Channel	-	19.2m at chart datum
Swell Allowance	-	3.00 Metres.
Width of Channel	-	The width of channel gradually increases from 244m to 410m at the bent portion, then maintains a constant width of 305m

Total Length of Breakwater

Inner Harbour

Eastern Breakwater	-	1325 m
Northern Breakwater	-	575 m

Outer Harbour

Eastern Breakwater	-	590 m
Northern Breakwater	-	460 m
Outer Arm	-	1000 m

Upper Pitch Revetment - 950 m

Port Entrances

Entrance in Bharathi Dock - 350 m

Entrance in Dr. Ambedkar Dock - 125 m

Details of berth at BD1 and BD3 as mentioned above.

1. CLIMATE AND METEOROLOGY

1.1 Temperature and Humidity

Temperature at Chennai varies from about 40° to 25°C. There are not much distinct seasonal variations in the temperature except during NE monsoon season from September to January every year during which max is about 30° and min about 25°C. However, highest temperature tends to occur in the months of March to May. Low temperatures occur during December and January.

The Humidity is high through out the year from September to January, during monsoon, the humidity ranges from 80% to 100%.

1.2 Winds and Cyclones

The wind speed and wind direction is determined by the season and by the daily temperature differences between land and sea. The predominant wind direction during the NE monsoon period i.e. from September to January is North-East and the effect of land breeze is not dominant during this period.

During the non-monsoon periods, the predominant wind direction is South to South-East.

1.3 Rainfall

The maximum rainfall usually occurs during the NE monsoon period i.e. from September to January. The annual rainfall in the region varies between 1500 to 2500 mm.

SECTION-3
TERMS OF REFERENCE

1. BACKGROUND

Chennai Port Trust wants to assess the maneuvering ,berthing & unberthing of Very Large Crude Carriers(VLCC's) in order to ensure safe operation can be carried out along with providing training for 10 no's pilots.

- 1.1.** Now, CHPT invites Bids from reputed and well experienced Consultants in conducting Real Time Ship Simulator Studies for undertaking **“CONDUCTING SHIP MANEUVERABILITY STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT TRUST”** The scope of work / other project details shall be as detailed in this section under**“2.Terms of Reference”**. The entire assignment shall be completed within a period of 4 months, provided that the time taken by the Port to provide required information if any shall be excluded from the period.

2. TERMS OF REFERENCE

- 2.1.** The detailed Terms of Reference for **“Conducting Ship Maneuverability Studies in full bridge simulator for Handling VLCC at Chennai Port”** are given below.

2.2. SHIP MANEUVERABILITY STUDIES

2.2.1. Objectives of Study

- 2.3.** Chennai Port intends for berthing partly loaded VLCC at BD3 in Chennai Port.

The expected VLCC vessel at the jetty are o f the following parameters.

- (i) S Deadweight(DWT):299999 MT
- (ii) Length of the vessel :333 m
- (iii) Beam of the vessel : 60 m
- (iv) Draft of the vessel :13.0 m

Port intends to carryout Real Time Ship Simulator Studies in order to assess the ship maneuverability for berthing/sailing of vessels with tug assistance.

2.3.1. Scope of Study/Assignment

Ship maneuvering simulation study to be carried out for berthing/unberthing VLCC vessels at the Chennai Port.

- (i) The ship maneuvering simulation studies shall be carried out for the VLCC vessel of the following maximum characteristics.
 - a. Deadweight (DWT):299999MT
 - b. Length of the vessel :333 m
 - c. Beam of the vessel : 60 m
 - d. Draft of the vessel :13.0 m
- (ii) Ship maneuvering simulation studies shall be carried out for vessel arrival at pilot station covering inbound navigation to theBD3 berth, berthing, unberthing exiting from the channel in emergency and out bound navigation to the pilot boarding area.
- (iii) Simulations shall be carried out for various scenarios including tugs and subjecting vessels to all possible varying conditions of visibility, wind force, waves, tides and currents as well as injecting faults at critical junctures.

- (iv) Once the simulation project is ready, the same shall be tried out in the presence of Deputy Conservator / Harbour Master / Dock Masters/ any other Ch.P.T. representatives of Chennai Port at bidder's study setup anywhere in India. The travelling and boarding & lodging of Chennai Port Trust Officials/Representatives will be arranged by Chennai Port Trust itself. If satisfactory, training of Pilots (10 No.s) required to be carried out.
- (v) The simulations will be carried out by a master mariner/pilot with VLCC experience. Since this is an operational port, detailed discussions shall be carried out with the Deputy Conservator / Harbour Master of the port to understand the particular difficulties faced in port. Based on the feedback, simulations shall be carried out by bidder's master mariner and experienced pilots.

2.3.2. Interpretation of Results

The results of the simulation study shall determine the following and also suggest changes wherever required:

- (i) Ability of vessels to arrive & depart from BD3 berth in a safe, timely & efficient manner under the effects of current, wind, tide & swell and also their combined effect.
- (ii) Ability of vessels to maneuver in the approach channel / turning circle in a safe, timely & efficient manner and also under the effects of current, wind, tide & swell and also their combined effect.
- (iii) Confirm the size & number of tugs to safely & efficiently escort/ assist the vessels during transit, turning, berthing/un-berthing including the ability to assist the vessel during emergency conditions.
- (iv) Recommend the limiting parameters of current, wind, tide & swell for ship operations.

2.3.3. Deliverables

Final report (Five hard copies and one soft copy in CD) shall contain, but not limited to the following.

- (i) A description of the project and the methodology used.
- (ii) A description of the ships including validation data and pilot cards.
- (iii) A description of the port and met-ocean environment including the electronic chart created.
- (iv) A description of the simulation matrix completed
- (v) Detailed analysis according to the above listed requirements.
- (vi) Results of each run with a per-run evaluation sheet and appropriate commentary.
- (vii) Conclusions and recommendations as appropriate.
- (viii) Graphics of each run.
- (ix) Composite of all runs for each ship.

2.4 Training to 10 no.s Chennai Port Pilots shall be provided by the Contractor. The travelling and boarding & lodging expenses of pilots for the training will be borne by Chennai Port Trust.

2.5. It is deemed that the Assignment shall include all such works which are not specifically listed in TOR, but required to carry out for fulfilling the assignment.

SECTION-4

WORK SCHEDULE AND TERMS OF PAYMENT

1. WORK SCHEDULE

The following events will constitute the milestones for this Assignment and they shall be achieved within the periods indicated:

Sl. No.	Description	Time Frame
1.	Commencement of Work/Assignment	Within 15 days of receipt of the ChPT' Letter of Intent(LoI) by the Consultant.
2.	Submission of study Report (six copies and one soft copy in CD)	Within 4 months from the date of commencement of Work / Assignment.

2. SCHEDULE OF PAYMENT

- 2.1 The Consultant shall be paid the lump sum Fees for the Study (to be quoted by the bidder, which shall be excluding Service Tax/GST as applicable, for providing the services as per the schedule below.

Sl. No	Deliverables	Percentage of the Total Study Fees payable
1	On Acceptance of Simulation model by CHPT and On acceptance/ concurrence of Study Report by ChPT	60%
2	After Completion of training to pilots	40%

- 2.2 Payments will be made by ChPT within 14 working days from the receipt of bill with all supporting documents. In case any document is not enclosed initially, the above time limit will be reckoned only from the date of submission of such document. Payments will be made in Indian rupees only.
- 2.3 Income Tax and any other taxes as per statutory provisions of Govt. of India and State Govt. shall be deducted by the Port from each invoice. Exemption from payment of taxes, if any, shall be intimated by the Consultant in advance and necessary documents in this regard shall be furnished.
- 2.4 The payment of Service Tax / GST will be regulated as rules in force

SECTION-5

INSTRUCTION TO BIDDERS AND GENERAL TERMS & CONDITIONS

1. SUBMISSION OF BIDS

- 1.1 Electronic tenders(e-tenders) for “**CONDUCTING SIMULATOR STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT**” containing two covers of “Cover 1-Technical Bid” & “Cover 2-Price Bid” respectively will be received electronically through e-procurement website www.eprocure.gov.in by the Deputy Conservator, Chennai Port Trust, Rajaji Salai , Chennai -600001 upto 14.30hrs. on 16-08-2017. The Cover 1-Technical Bid of the tenders will be opened at 15.00 hrs on 17/8/17.
- 1.2 i) The bid document can be downloaded from the government e-procurement portal www.eprocure.gov.in till **14:00Hrson 16-08-2017**
- ii) The bid documents are also available in Port’s website www.chennaiport.gov.in
- 1.3 The Bidders shall be submitted their bid strictly “**online**” in accordance with the Instructions to tenderers & terms and conditions given in the tender document. The bidders shall submit scanned copies of all the required documents as per Eligibility Criteria and DD/ Bankers Cheque towards the cost of tender document and EMD in the e-tender.
- 1.4 **The bidders are required to submit the Technical bid in hard copy also. Technical bid duly signed and sealed shall be submitted in hard copy along with Original DD/Bankers Cheque for Tender Fee and EMD on or before the due date 16-08-2017 at 1430 hrs by dropping it in the Tender Box kept in Deputy Conservator’s Office, Chennai Port Trust, Rajai Salai, Chennai – 600 001.**
- 1.5 E-tenders attaching all documents shall be submitted strictly ONLINE in accordance with the terms and conditions of the tender document before due date.
- 1.6 Sealed tenders *in hard copy* shall be superscribed with the words “**CONDUCTING SIMULATOR STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT**” , “**Tender Number**” ,and “**Due date**” should be dropped in the Tender Box at the Deputy Conservator, Chennai port Trust, Rajaji Salai, Chennai - 600001, on or before 16-08-2017 **by 14:30hrs. The Hard Copy Cover received without Original DD/Bankers Cheque towards EMD & Tender Document Fee will be summarily rejected.**
- 1.8 The Hard Copy shall contain:
- (i) Original EMD
- (ii) Original cost of bid document
- (a) EMD & Cost of Tender Document shall be submitted in the form of

Demand Draft or Banker's Cheque from a Scheduled Bank in India, drawn in favour of "**Chairman, Chennai Port Trust**" and payable at "**Chennai**".

- (iii) List of other documents to be enclosed;
 - (a) Power of Attorney for signing the Bid as per Appendix I;
 - (b) Bid Document and compilation of queries / answers / addendum, if any, with each page initialed by the authorized signatory in token of having read and accepted by the bidder;
 - (c) Self attested copies of documents towards fulfilling Experience Criteria
 - (d) Self attested copies of documents towards fulfilling Financial Criteria

1.9 PRICE BID shall submit ONLINE MODE ONLY.

1.10 The online Bid shall be submitted under Two-Cover system.

1.11 Not with standing anything contained in the Bid Document, ChPT reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at anytime without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

1.12 Any Bids received by ChPT after the closing time on the Bid Due Date will not be accepted.

1.13 The Bids shall be valid upto a period of 180 days from the Due Date of submission of Bids.

2. AMENDMENT TO BID DOCUMENT

2.1 At anytime prior to the deadline for submission of Bid, ChPT may, for any reason, whether at its own initiative or in response to clarifications requested by a Consultant, modify the Bid Document by the issuance of Addendum/Corrigendum.

2.2 ChPT may, at its discretion, extend the Due Date of submission of the Bid.

3. EVALUATION & BASIS OF AWARD OF CONTRACT

The evaluation of the bids will be done by Chennai Port Trust in two stages. In the first stage, technical evaluation will be done. The firms who are found technically qualified in the Technical Evaluation will alone be considered for second stage of evaluation i.e, evaluation of price bids. Price bids are not allowed to be modified by the bidders and no conditions should be included in the Price Bid. The contract will be normally awarded to the lowest quoted firm. However, Chennai Port Trust will have the right to reject any bid at any stage at its own discretion.

3.1 The bidders are required to fulfill eligibility criteria towards Financial Capability and Experience as described below to qualify in the Technical Bid Evaluation Process.

ELIGIBILITY CRITERIA:

3.1.1 An average annual financial turn over during the last 3 years, ending 31st March 2017, should be at least 30% of the estimated cost (i.e.) Rs.6,87,000/-.The copies of last three years audited Profit & Loss account and Balance sheet may be furnished (2014-15, 2015-16& 2016-17).

3.1.2 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-

- a. Three similar completed works costing not less than the amount equal to 40% of estimated cost i.e. Rs.9,16,000/- each work.(OR)
- b. Two similar completed works costing not less than the amount equal to 50% of estimated cost i.e. 11,45,000/- each work.(OR)
- c. One similar completed works costing not less than the amount equal to 80% of estimated cost i.e.18,32,000/- each work.

Note: Copy of the work orders of similar work and its completion certificate with value, period of contract, work order reference number and date.

Similar works means: Similar works means SIMULATION STUDIES CONDUCTED IN MARINE FIELD

Note: The Tenderer shall enclose the copy of Work Order for similar works, successful completion certificates from clients indicating the date of completion, value of work done, work order reference number and date.

- 3.1 The Price Bid of the Bidders who have qualified in the Technical Bid Evaluation based on above Eligibility Criteria alone will be opened. The Price Bids of qualified bidders will be compared for the price quoted for carrying out above assignment. The Assignment will be awarded to the Bidder quoting the lowest price/fee for the study.
- 3.2 The total fee quoted in the Financial Bid by the bidder for the Assignment, shall be inclusive of all incidentals, overheads, traveling expenses, all expenditure related to presentations to be made during the execution of the Assignment as per Bid conditions, including all taxes, levy and duties but excluding Service Tax.
- 3.3 The Consultant shall pay all taxes, levy, duty which they may be liable to pay to State Government & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Work/Assignment. The Consultant shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc. or imposition of new taxes, levy, duty etc., shall not be a ground or an excuse for not completing the Work / Assignment within the stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the Work/Assignment. All such payments to be made by the Consultant are deemed to have been included / considered while submitting the Financial Bid.
- 3.4. No counter conditions shall be included in the Financial Bid. Conditional Financial bid shall be liable for rejection.**
- 3.5 The successful bidder shall be issued a Letter of Intent (LoI) by ChPT either by facsimile or e-mail, which will be subsequently confirmed by Registered Post.

4. **EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY**

4.1 **Earnest Money Deposit (EMD)**

The proposal shall be accompanied by DD/Bankers Cheque towards bid security or EMD amounting to Rs.45,800/-(Rupees Fourty Five Thousand Eight Hundred Only). Under no circumstances should currency notes be enclosed in the cover containing the Earnest Money. The earnest money deposited will not carry any interest. The Earnest Money Deposit (EMD) shall be in the form of demand draft or banker's cheque from a Nationalised / Scheduled bank drawn in favour of Chairman, Chennai Port Trust. The EMD of the bidder who have not been technically qualified or who have not been successful will be returned. The EMD of successful bidder will be released after submission of Performance Security.

The EMD shall be paid in the form of Demand Draft / Bankers Cheque drawn in favour of "THE CHAIRMAN, CHENNAI PORT TRUST".

Exemptions shall be allowed in case of :

1. National Small Industries Corporation (NSIC)

2. Micro Small and Medium Enterprises (MSME)-which should be Registered with the NSIC

Both the Certificates are allowed subject to the condition that the Tender Work is specified in the Certificate. It should be ensured that the Certificate is valid at the time of bidding till the Award of the Contract.

The EMD will be retained until finalization of Tenders. If any statements documents/information submitted by Tenderer is found false/incorrect or willful misrepresentation or omission of facts or fake / forged documents, the EMD shall be forfeited".

4.2 **Performance Security**

Within seven days of the receipt of the letter of intent from ChPT, the successful bidder shall furnish to the ChPT a Performance Security in the form of Demand Draft of a Nationalised / Scheduled Bank at Chennai for an amount equivalent to 10% of the awarded cost / fee. Security Deposit above Rs.5 Lakhs shall be submitted as Bank Guarantee as per the draft annexed at **Appendix-III** to the Bid Document. Failure of the successful bidder to lodge the required DD/Bank Guarantee shall constitute sufficient grounds for the termination of the contract. The Performance Security shall remain in force until the satisfactory completion of the contract and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the BIDDER.

5. **SIGNING OF AGREEMENT**

5.1 The Letter of Intent with the acceptance of the bidder along with the duly signed bid document submitted by the bidder will constitute the contract agreement. The agreement may be executed within 15 days from date of receipt of LOI.

5.2 The Date of **commencement of Work** / Assignment shall be reckoned as the actual date on which the Consultant takes over the assignment OR the

fifteenth day from receipt of Letter of Intent by facsimile or e-mail by the Consultant, whichever is earlier.

6. CONFIDENTIALITY

- 6.1 The Consultant shall treat all the documents and information received from ChPT and all other related documents / communications including the documents prepared by the Consultant as part of this consultancy work, in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not divulge any such information unless ChPT authorizes the consultant in advance in writing. Further, the Consultant shall return all the documents received from ChPT from time to time after completion of the Work / Assignment related to those documents. Also, the Consultant shall not use these documents for purpose unrelated to this Contract without the prior written approval of ChPT.

7. DISPUTE BETWEEN THE CONSULTANT AND CHENNAI PORT

In case of any dispute between the Chennai Port and the Consultant, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the Consultants and Chennai Port shall be referred to sole arbitrator to be appointed by the Board. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of the arbitration shall be at Chennai. Fees, if any, payable to the Arbitrator shall be paid equally by both the parties. The Arbitrator shall give reasons for the award and the decision of the sole arbitrator shall be final and binding on both the parties.

8. LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law.

9. LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law.

- 10. LIQUIDATED DAMAGES(L.D.):** In case of, delay in completion of the contract liquidated damages (L.D) may be levied at the rate of 1% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

(i) The employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to one per cent (1%) of the contract value of the works for each week or part of the week subject to the ceiling of maximum 10%

(ii) The employer, if not satisfied that the works can be completed by the

contractor and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right or remedy available in that behalf, to rescind the contract.

(iii) The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

(iv) In the event of such termination of the contract as described in (ii) & (iii) or both, the employer shall be entitled to recover L.D up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

Note: Contract price for LD shall be inclusive of tender price plus taxes and duties.

11. TERMINATION:

Chennai Port Trust may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor does not commence the assignment or shows no progress of the work to the satisfaction of Deputy Conservator as per Contract Conditions for the reasons not acceptable for Deputy Conservator.

(b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(g) the Contractor has delayed the completion of works by the number of days/weeks for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition."

COST SCHEDULE –A1

TENDER NO.S2/VLCC/16/M

(NOTE: DON'T FILL UP THIS PAGE. PRICE BID or BOQ ONLY TO BE SUBMITTED ONLINE ONLY)

e-TENDER FOR "CONDUCTING SHIP MANEUVERABILITY STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT TRUST"

We have perused the Bid Document for the subject Study and other details and are willing to undertake and complete the Assignment as per the terms and conditions stipulated in the Bid Document.

SI No.	Description	Amount
1	COST FOR CARRYING OUT THE WORK "CONDUCTING SHIP MANEUVERABILITY STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT TRUST" Inclusive of all incidentals, overheads, traveling expenses, all expenditure related to presentations to be made during the execution of the Assignment as per Bid conditions, including all taxes, levy and duties but excluding Service Tax /GST , for execution of this Assignment	
	Service Tax / GST as applicable Extra	
	TOTAL	

TOTAL IN WORDS: Rupees-----

SIGNATURE WITH DATE
SEAL OF THE FIRM

PROFORMA FOR POWER OF ATTORNEY FOR SIGNING OF THE BID

Dated:

To Whomsoever It May Concern

Mr.-----[Name of the person(s)], **domiciled** at
----- (Address), acting as----- (Designation and name of the
firm), and whose signature is attested below, is hereby authorized on behalf of
----- (Name of the Bidder) to provide information and respond to enquiries etc. as
may be required by the Chennai Port Trust or any governmental authority for the Bid
for **“CONDUCTING SHIP MANEUVERABILITY STUDIES IN FULL BRIDGE SIMULATOR
FOR HANDLING VLCC AT CHENNAI PORT TRUST”** and is hereby further authorized
to sign and file relevant documents in response of the above.

(Attested signature of Mr.-----)

For----- (Name of the Bidder)

For----- (Name of the Bidder)

FORM OF AGREEMENT

MEMORANDUM OF AGREEMENT MADE THIS _____ day of Two Thousand and Seventeen at Chennai between the Board of Trustees of the Port of Chennai (a body corporate under Major Port Trusts' Act, 1963 as amended from time to time) hereinafter called the 'BOARD' of the ONE PART and Messrs _____ hereinafter called the 'Contractor' on the OTHER PART.

WHEREAS the Board is desirous for “CONDUCTING SIMULATION STUDY IN FULL BRIDGE SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT TRUST” and has drawn up, a schedule of specification Schedule 'A', Schedule of quantities and prices – Schedule A1, Schedule of Special Conditions - Schedule 'B' and a schedule of General Conditions of TENDER - Schedule 'C' and whereas the Contractor has agreed to “CONDUCTING SHIP MANEUVERABILITY STUDIES IN FULL BRIDGE SIMULATOR FOR HANDLING VLCC AT CHENNAI PORT TRUST” referred to in Schedule 'A' at the rates noted in Schedule 'A1' therein and subject to the Schedule of Special Conditions of supply Schedule – B and a Schedule of General Conditions of TENDER Schedule 'C' herein referred to as the "said conditions" and as security for the due fulfilment of all conditions of this TENDER, the Contractor has deposited a sum of Rs. _____ /- (Rupees _____ only) towards Security Deposit.

NOW it is hereby agreed as follows:

1. In consideration of the sum to be paid at the time and in the manner set forth in the said conditions the Contractor will upon and subject to the said conditions supply, maintenance and operation described in Schedule 'A' with such variations as provided for in the said conditions.

2. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

3. (i) The decision of the Deputy Conservator shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the Specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality workmanship or materials used on the work or any matter arising out of or relating to specifications, designs and drawings and instructions concerning the work or the execution of or failure to execute same, arising during the course of Foam Tender operation and the guarantee period. The above shall not be subject of the arbitration and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Contractor strictly in accordance with instructions of the Deputy Conservator.

(ii) If the Contractor claims that the decisions or the instructions of the Deputy Conservator are unjustified, and that accordingly he is entitled to extra payment, on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons thereafter in writing and shall within two weeks state his claims in writing to the Deputy Conservator.

(iii) The Deputy Conservator shall thereafter within four weeks of the receipt of the claims, reply to the points raised in the claims. Unless resolved by negotiations or discussion immediately thereafter within a further four weeks, the question of liability of such payment will be treated as one of dispute.

“Any litigation arising out of this Agreement, shall only be adjudicated before the competent court of Law within the jurisdiction of Hon ’ble High Court of Madras”.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day year first above written. The agreement is executed at Chennai.

The common seal of the Board Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and

Shri

Administrative Officer

thereof has hereunto set his

Hand in the presence of

1.

Signed and sealed by the Contractor in the presence of

1.

2.

DEPUTY CONSERVATOR.

The signature is made on behalf of and by authority from the Chairman of the Board of Trustees of the Port of Chennai, under Section 34(i) of the Major Port Trusts Act, 1963.

TENDERER.

FORM OF PERFORMANCE GUARANTEE

THIS GUARANTEE dated, [___] day of [___], 2017 ("the Guarantee") is issued by [___], a banking company incorporated under the laws of [___] and having its registered office/ [principal place of business] at [___] (hereinafter referred to as "the Guarantor" which expression includes its successors and assigns) for the benefit of and in favour of Chennai Port Trust, a body corporate incorporated under the Major Port Trusts Act, 1963 with its office at Chennai (hereinafter referred to as "the Trust", which expression includes its successors and assigns).

WHEREAS:

----- a company incorporated and registered in India under the Companies Act, 1956 and having its registered office at _____, hereinafter referred to as the Contractor, (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), has successfully bid and has been selected as prospective Contractor for conducting Ship maneuverability studies in full bridge simulator for handling VLCC at Chennai Port.

The Trust and the Contractor have entered into the Agreement dated [___] (hereinafter referred to as "the Agreement" as may be amended, modified and novated from time to time) pursuant to which the Contractor has agreed to conduct Ship maneuverability studies in full bridge simulator for handling VLCC at Chennai Port in accordance with the terms of the Agreement.

Pursuant to Performance Guarantee Clause, the Contractor has undertaken to furnish to the Trust an irrevocable and unconditional bank guarantee as security for conducting Ship maneuverability studies in full bridge simulator for handling VLCC at Chennai Port as per the provisions of the Agreement.

The Contractor has accordingly directed the Guarantor to issue this irrevocable and unconditional Performance Guarantee ("**Performance Guarantee**") and the Guarantor hereby irrevocably and unconditionally issues this Guarantee for the benefit of and in favour of the Trust to guarantee guaranteed obligations stated herein on the terms set forth hereunder.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS UNDER

For the purpose of this Guarantee, capitalized terms used herein but not otherwise defined herein shall have the respective meaning ascribed to such terms under the Agreement.

1. The Guarantor does hereby unconditionally and irrevocably guarantee to pay to the Trust without any demur or protest merely on first demand, without any previous notice, without any demur or protest whatsoever and without referring to any other source, any sum or sums not exceeding in total the amount of Rs.[] (Indian Rupees[] only), upon receipt of the Trust demand in writing.
2. The Guarantor does hereby unconditionally and irrevocably guarantee and undertake, without any reference to the Trust or any other person and irrespective of, or not withstanding, the fact whether any dispute is pending between the Trust and the Contractor before any court, tribunal, expert, arbitrator or similar proceedings relating thereto, to pay the amount due and payable under this Guarantee without any demur or protest, merely on a first written demand from the Trust to the effect that such amount is due to the Trust from the Contractor in accordance with the terms of the Agreement [or for any other reason that the Trust may state]. Any such demand made on the Guarantor shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Guarantee.
3. Upon any default, whatsoever by the Contractor in performing, meeting or otherwise complying with the provisions of the Tender document the Trust may invoke the Guarantee, in part or in full, at any time as it deems fit but not less than monthly intervals and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Contractor. The Trust shall, at all times, have the absolute and unconditional right to call upon the Guarantee at any time it is convinced, at its sole discretion, that there has been a breach or failure on the part of the Contractor or its agents to fulfill or meet any of the obligations of the Tender document.
4. In case the Trust invokes the Guarantee in parts as per the provisions of the Guarantee, the Guarantor undertakes to keep the Guarantee valid for the amount equal to Rs..... less invoked amount of the Guarantee.
5. For the avoidance of doubt, it is clarified that this Guarantee or the rights of the Trust hereunder, shall not stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at any time of invoking this Guarantee by the

Trust, or thereafter exits any dispute before any court claims, settlements, obligations, expert determination or similar proceedings under the Agreement between the Contractor and the Trust.

6. The Guarantor, as primary obligor and not merely as surety or guarantor of collection, shall be under no duty, and shall not have any right, to inquire into the matters referred to in any written demand issued by the Trust or into the terms of Agreement or any other circumstances, matters or documents. The decision of the Trust as to any breach having been committed, liabilities accrued or loss or damages caused or suffered shall be conclusive, absolute and binding on the Guarantor. The Guarantor specifically confirms and agrees that no proof of any amount due to the Trust under the Agreement is required to be provided, in connection with any demand made by the Trust for payments under this Guarantee and that no documents or other action shall be required other than the Trust's written demand as aforesaid, notwithstanding any applicable law or regulation.
7. The Guarantor hereby waives any right whatsoever that it may have of requiring the Trust to pursue legal remedies against the Contractor or against any other security that may be available to the Trust.
8. The Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that the Agreement may be modified, amended and supplemented by the Contractor and/or the Trust in accordance with the terms of the Agreement without the Guarantor's consent in any manner and that no such modification, amendment or supplement shall release, affect, limit, mitigate or impair the Guarantor's liability under this Guarantee.
9. Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever and by whomsoever imposed.
10. The Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that its obligations as a guarantor hereunder:
 - a) are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreement, or the insolvency, bankruptcy, reorganization, dissolution, winding up or liquidation of the Contractor or any change in the ownership of the Contractor, or any purported assignment by the Contractor or any other circumstances whatsoever which might otherwise constitute a defense or discharge of a guarantor or surety;

- b) shall constitute a present and continuing guarantee for conducting Ship maneuverability studies in full bridge simulator for handling VLCC, as per the provisions of the Agreement;
 - c) shall not be affected by the existence of or release or variation of any other guarantee of or security for any of the obligations of the Contractor under the Agreement;
 - d) shall not be affected by any failure by the Trust to perform any of its obligations under the Agreement;
 - e) shall not be affected by any failure or delay in payment of any fee or other amount payable to the Guarantor in respect hereof;
 - f) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Contractor under the Agreement;
 - g) shall not be affected by any failure, omission or delay on the Trust's part to enforce, assert or to exercise any right, power or remedy conferred on the Trust in this Guarantee;
 - h) shall not be affected by any act, omission, matter or thing which, but for this clause would reduce, release or prejudice the Guarantor from any of the obligations under this Guarantee or prejudice or diminish the obligations in whole or in part.
- 11) The obligations, covenants, agreements and duties herein shall not be subject to any counterclaims, cross claims, set offs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor, shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever.
- 12) This Guarantee shall remain in full force and effect from the Date of Award of Contract until the Completion the substitution by a Performance Security. It is clarified that the Trust shall be entitled to file a claim under this Guarantee up to a period of 3 months from the expiry of the Guarantee, provided such claim relates to the period of validity of the Guarantee.
- 13) *This Guarantee shall be valid for the entire contract period.*

- 14) In the event this Guarantee is not renewed, such non-renewal shall constitute the breach of contract and the (the guaranteed amount) shall become immediately payable and shall be transferred to the Trust (by the Guarantor issuing in favour of the Trust, a demand draft payable at Chennai).
- 15) This Guarantee shall remain in full force and effect till the due and proper fulfillment and performance of the obligations of the Agreement.
- 16) This Guarantee shall be governed by and construed in accordance with the laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court at Chennai, for the purposes of any suit, action, or other proceeding arising out of this Guarantee or the subject matter hereof brought by the Trust or their successors or assigns and to the extent permitted by applicable law hereby waive, and shall not assert, by way of motion, as defence, or otherwise, in any such suit, action, or proceeding any claim that such suit, action, or proceedings is brought in an inconvenient forum, that the value of such suit, action, or proceeding is improper, or that the subject matter hereof may not be enforced in or by such court.

IN WITNESS WHEREOF this Guarantee has been duly executed on this [___] day of [___], 2017.

Guarantor [Bank]

Acknowledged and accepted
[The Contractor]

[The Trust]

SPECIMEN BANK GUARANTEE
PERFORMANCE GUARANTEE/SECURITY DEPOSIT
(To be executed on Rs.100/-non-judicial stamp paper)
Bank Guarantee shall be encashable at Chennai

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

1. In consideration of the Board of Trustee's of Chennai Port incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustee's of Chennai Port its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor")(Name of the contractor/s)from the demand under the terms and conditions of the contract, vide _____'s letter No._____.(Name of the Department) date _____made between the contractors and the board for execution of _____ covered under Tender No. S2/VLCC/16/M dated_____(hereinafter called "the said contract") for the payment of security deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a Bank Guarantee for Rs._____(Rupees_____) only we, the (Name of the bank and address)_____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____(Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.
2. We, (Name of the Bank), (Name of the Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractors failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs._____(Rupees_____) only.
3. We,(Name of bank and Branch), undertake to pay to the board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We,(Name of Bank and Branch) further agree with the board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be forceable till all the dues of the board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the(Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the bank shall be the request of the board but at the cost of the contractors, renew or extend this guarantee for such further period or periods as the board may require from time to time.
5. We,(Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor to extend the time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said contractors and to 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 extensions being granted to be contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the contractors or by any such matter or thing whatsoever which under the law relating sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.
8. We, _____ bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the board in writing.
9. *Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - b) This Bank Guarantee shall be valid up to _____; and
 - c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of guarantee).

Date _____ day of _____ 2017

For (Name of bank)
 (Name)
 Signature

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs
(To be executed on Bank's Letter Head)

Date:

To,
The Board of Trustees of Port of Chennai,
Chennai Port Trust,
Chennai – 600 001

Dear Sir,

Sub: Our Bank Guarantee No. _____ dated _____
for Rs. _____ favouring yourselves issued on
a/c of M/s. (Name of the contractor)

We confirm having issued the above mentioned guarantee favouring yourselves, issued on account of M/s. _____ validity for expiry upto date _____ and claim expiry date upto _____.

We also confirm 1) _____ 2) _____ is / are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is / are binding on the Bank.

Name of Signature of Bank Officer

