



ISO 9001:2008, ISO 14001:
2004 & ISPS COMPLIANT PORT

வ.உ.சிதம்பரனார் துறைமுக பொறுப்புக் கழகம்
व.उ.चिदम्बरनार पत्तन न्यास
V.O.CHIDAMBARANAR PORT TRUST
पोत परिवहन मंत्रालय , भारत सरकार
(MINISTRY OF SHIPPING, GOVERNMENT OF INDIA)
ADMINISTRATIVE OFFICE, HARBOUR ESTATE, TUTICORIN 628 004, TAMIL NADU



**TENDER DOCUMENT FOR THE WORK” PROVIDING CONSULTANCY SERVICES TO
V.O.C. PORT TRUST ON GOODS AND SERVICE TAX AND LEGAL COMPLIANCE**

Tender issued to :

V.O.CHIDAMBARANAR PORT TRUST

CONTENTS

SL NO.	DESCRIPTION	PAGE NO
1	DETAILED NOTICE INVITING TENDER	4
2	TERMS AND CONDITIONS	9
3	SCHEDULE 'A' –PRICE BID	16
4	FORMS OF AGREEMENT	18
5	FORM OF BANK GUARANTEE	20

VOC PORT TRUST
FINANCE DEPARTMENT

No: A-6/1/2017-Tax

Dated :. 21.07.2018

DETAILED NOTICE INVITING TENDER

Name of Work: **Providing Consultancy service to VOC Port Trust for Goods and Service Tax and legal compliance**

V.O.C Port Trust is looking for outsourcing the services of GST compliance to a firm of Chartered Accountant firms having office in Tuticorin in the following fields and the eligibility and experience to be met by them are given below:

Sr. no.	Subject	Eligibility Criteria	Experience*
	Goods and Service Tax and legal compliance	<p>(i) The firm should be in existence for more than 7 years with full time partners.</p> <p>(ii) Minimum of 3 qualified Chartered Accountants/ Cost Accountants as partners. Out of whom one should be stationed at Tuticorin. Also one Chartered Accountant/ Cost Accountant shall be CISA/ DISA certified Auditor</p> <p>(iii) The firm should have a minimum of 5 Audit Assistants /clerks etc.</p> <p>(iv) The successful Tenderer has to establish its office at Tuticorin within 3 months from the date of acceptance of the award of Contract with minimum one Chartered Accountant/ Cost Accountant to be stationed at Tuticorin, failing which the performance security submitted by successful tenderer will be forfeited.</p> <p>(v) The performance security so forfeited shall be recouped on establishment of office at</p>	The firm should have experience in Tax consultancy service in public sector companies in Tax matters with a turnover of not less than Rs. 100 crores and in filing the Income tax, Service Tax /GST returns of such companies and have appeared before ITAT/ CESTAT either in their capacity or through counsels during the past 5 years.

		Tuticorin with the approval of the Port.	
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***Documentary evidence to be produced.**

The work will be awarded to the firm of Chartered Accountants based on evaluation of tender in two cover system of tendering.

Tenderers can also download the tender document from the V.O.Chidambaranar Port Trust's website: www.vocport.gov.in

For this a set of "Tender Document" has been prescribed containing the scope of work, general conditions governing the process of tendering as well as forms for furnishing the information in Technical Bid (Cover –I) and Price Bid (Cover-II).

The last date of receipt of tender is 10.08.2018 at 15.00 hrs. Tender received by this time/ date will be opened on the same day at 15.30 hrs. The tender will be evaluated and the work will be awarded to the selected tenderer.

Tenderer requires to submit attested copies of GST registration certificate, PAN.

Interested Firm of Chartered Accountant in taking up this assignment are requested to participate in this tender.

**Sd/-
Financial Advisor and
Chief Accounts Officer**

VOC PORT TRUST
FINANCE DEPARTMENT

TENDER DOCUMENT FOR THE WORK: PROVIDING CONSULTANCY SERVICES TO V.O.C. PORT TRUST FOR GOODS AND SERVICE TAX AND OTHER TAXES PROPOSED BY GOVERNMENT TIME TO TIME.

1. General

V.O.C.Port Trust is a Autonomous body form under Major Port Trust Act, 1963. The "Port Service" are subject to income Tax, Service Tax, Goods and Service Tax and other taxes proposed by Government time to time. The information about the Port is available in the website of the Port at www.vocport.gov.in

1.2. V.O. Chidambaranar Port Trust is located strategically close to the East- West International sea routes on the South Eastern coast of India . Located in the Gulf of Mannar, with Shri Lanka on the South East and the large land mass of India on the West, Chidambaranar Port is well sheltered from the fury of storms and cyclone winds. The Port is operational round the clock all through the year.

1.3. V.O. Chidambaranar Port Trust is an artificial deep-sea harbor formed with rubble mound type parallel breakwaters projecting into the sea for about 4 kms.(Length of North Breakwater is 4098.66m, Length of South Breakwater is 3873.37m and the distance between the breakwater is 1275m).

1.4. Financials of the Port:

The following is the abstract of the port's financial result for the last two years as general information: (Rs. In crores)

Sr.No	Particulars	2016-17 (Actuals)	2017-18 (Provisional)
1	Operating Income	597.93	613.49
2	Operating Expenditure	247.91	251.53
3	Operating Surplus(1-2)	350.02	361.97
4	Financial and Miscellaneous Income	88.78	52.33
5	Financial and Miscellaneous Expenditure	267.63	231.81
6	Net Surplus (3+4-5)	171.17	182.49
7	Provision for deferred Tax Liability	14.68	25.49
8	Provision for Taxation	38.77	47.76
	Net surplus after Tax	117.72	109.24

2. Requirement & Eligibility

The Firm of Chartered Accountant to be engaged should meet the following eligibility.

Sr. no.	Subject	Eligibility Criteria	Experience *
1.	Goods and Service Tax and legal compliance	<p>(i) The firm should be in existence for more than 7 years with full time partners.</p> <p>(ii) Minimum of 3 qualified Chartered Accountants/ Cost Accountants as partners. Out of which one should be stationed at Tuticorin. Also one Chartered Accountants/ Cost Accountants shall be CISA/ DISA certified Auditor.</p> <p>(iii) The firm should have a minimum of 5 Audit Assistants /clerks etc.</p> <p>(iv) The successful Tenderer has to establish its office at Tuticorin within 3 months from the date of acceptance of the award of Contract with minimum one Chartered Accountant/ Cost Accountant to be stationed at Tuticorin, failing which the performance security submitted by successful tenderer will be forfeited.</p> <p>(v) The performance security so forfeited shall be recouped on establishment of office at Tuticorin with the approval of the Port.</p>	The firm should have experience in Tax consultancy service in public sector companies in Tax matters with turnover of not less than Rs. 100 crores and in filing the Income tax, Service Tax, GST returns of such companies and have appeared before ITAT/ CESTAT either in their capacity or through counsels during the past 5 years.

*Documentary evidence shall have to be furnished

3. Scope of Work (Port including Cargo Handling Division)

Goods and Service Tax

- a. Verification of the all the tax invoices and other documents evidencing Collection of Revenue for GST compliance or any other indirect tax issued by the Government from time to time.
- b. Reconciliation of tax amount with the Tax ledger/Income ledger as per the books of Port before 5th of every month.
- c. Verification and compilation of clarifications of information related to all the revenues of Port provided by the concerned sections to be duly cross verified with SAP system ledger for remittances of the monthly GST liability on or before the respective due dates.
- d. Verification of all the payment vouchers and supporting bills for GST Input Tax Credit availment on a weekly basis including verification of RCM invoices.
- e. Reconciliation of total Input Tax Credit available in GST Portal with the books of Port maintained in SAP before 5th of every month.
- f. Determination of GST liability of Port after adjusting the Input Tax Credit.
- g. Compilation of information required for filing GST returns in Co-ordination with Account Officer (Tax), EDP section and filing all GST returns on or before the due date after ensuring its correctness and approval from the respective officers of Finance Department.
- h. Working sheet for GST payment/ filing of returns shall be submitted seven clear working days prior to the due date for approval of competent Authority.
- i. Giving advisory services/opinion relating to GST issues including applicability including tax rates whenever required based on urgency within 3 days.
- j. Intimation of changes, if any, made by Government in GST act/rule time to time for effective implementation of Act in VOCPT.
- k. Any other works related to Goods and Service Tax (GST)/ any other Tax implemented as instructed by the Government.
- l. Furnishing of monthly reports:

- m. The selected firm shall submit a monthly report in the acceptable format to the Port indicating the status of various issue pending with the Port by 20th of succeeding month duly with compliance report as per **Annex –III** and all pending issues be discussed and reviewed.
- n. The selected firm of Chartered Accountants should prepare draft reply in respect of issues raised by the **Goods and Service Tax Department** or any other statutory department and to ensure prompt and timely reply by the Port.

The above scope of work is indicative only and not exhaustive. The Tax Consultant Firm is required to carryout such of those other related works pertaining to all Indirect Tax related matters including reconciliation as may be decided by Finance Department for time to time.

In view of the above i.e. 3, the work of GST Consultancy will be as follows on task basis.

Sr. No.	Name of Work	Current Due dates/ Any other date on as being amended by GST council from time to time
1.		
a.	Remittance of Monthly GST	On or before 20 th of next month
b.	Filing of monthly GST returns	
	GSTR- 3B	On or before 20 th of next month
	GSTR-1	Before due dates
	GSTR-2	
	Annual Return, etc.	
	Any other new requirement shall also be attended by Firm.	

Note: Above due dates shall be complied with and recommendation for payment with working sheet for payment/ filing of return shall be submitted three clear working days prior to the due date for approval of competent Authority.

4. **Terms and Conditions**

Payment terms:-

- a. 60% of payment for the scope of work set out in clause 3 above will be made after making monthly GST payment, and
- b. 30% on completion of reconciliation with the books of Accounts and filing of relevant (i.e. GSTR-1, GSTR-2) returns before due date.
- c. 10% on submission of monthly report before closing date of following month.

5. Security deposits:

Deduction @10% of each bill shall be made towards security Deposit subject to a maximum of 5% of the contract value subject to such addition/ deduction in respect of the BOQs as approved by Port from time to time.

The deposit will be with the Port till satisfactory of completion of work under the agreement in respect of period of assignment specified in the tender or such extended period.

This deposit will not carry any interest. If the work is abandoned, or if the contract is terminated by the Port for serious violation of the contractual terms, the deposit will be forfeited. If the contract period is extended beyond the period of contract stipulated in the tender, the Security Deposit will be continued to be deducted and 5% of contract value will be with reference to total period of including extended period.

6. Penalties:-

- (i) Time limit for furnishing written opinion queries relating to GST shall be as follows:-
 - (a) For issues referred through files-3 working days
 - (b) For issues involving interpretations of law-7 working days
- (ii) a). The firm of Tax Consultant will be responsible for the correctness of the information compiled. High level of accuracy and promptness on the part of Tax Consultant is expected to avoid penalties etc. from Tax authorities.

b). If any or all of the works covered in the scope relevant for any month is not completed in time, a penalty @ 1% for every week or part thereof of the fees payable for the month shall be recovered as liquidated damages, in addition to recovery of penalty or interest of other sums payable to Government in this regard.

For opinions having financial implications to the Port, and if reply is delayed beyond the stipulated due date/ extended due date penalty at the rate of 1% of the fee subject to the maximum of the prescribed under SI No.2 of price bid will be levied.

- (iii) Returns should be filed within the due date. If any of the returns submission are delayed by the firm beyond the due date specified in the relevant rules, penalty as provided in the corresponding Acts for non-submission of returns within the due dates shall be recovered.

- (iv) The penalties provided in the above clause (ii) above may be waived at the discretion by Competent Authority/ VOC Port Trust for reasons not attributable to the Chartered Accountant Firm to be recorded in writing.

7. Procedure-

The firm of Chartered Accountants/ Cost Accountants will be engaged based on evaluation of Two cover tendering process as detailed below:-

- (i) Tenders are invited in two covers. These covers should contain the following.

In Technical Bid (cover –I) - Information about the Firm in Schedule-A

In Price bid (cover- II) –The price bid for under taking this work shall be furnished in the prescribed form Schedule-A

Both these two bids shall be sealed independently and enveloped in the main cover. The main cover will also be sealed and submitted. All covers should be super scribed to identify the covers viz., Technical Bid, Price bid and Main Cover indicating the name or work as 'PROVIDING CONSULTANCY SERVICES TO V.O.C PORT TRUST FOR GOODS AND SERVICE TAX AND LEGAL COMPLIANCE.

- (ii) Price quoted should have a validity for a period of 60 days from the date of opening of Technical Bid.

- (iii) All pages of the tendered documents shall be signed by a person authorized in writing for the purpose by the firm submitting the tender. Otherwise the tender is liable to be rejected.

- (iv) The Port reserves the right to ask for clarifications from any tender on the details given in the tender.

- (v) Price quoted will not be allowed to be changed after the expiry of last date and time for submission of tender.

- (vi) The Payment shall be made on receipt of bill in duplicate received from the firm of Chartered Accountants/ Cost Accountants and also the monthly report at Para 3 above after deducting Security Deposit. as per Para (5) within 10 days

- (vii)General

- a. The selected Chartered Accountant/ Cost Accountants firm shall depute one Chartered Accountant/ Cost Accountants and

3 assistant (CA/ ICWAI –Inter or M.com) having knowledge and experience in GST and also preferably in SAP, on a minimum of 3 weeks in a month from 4th to 20th for carrying out the scope of work as mentioned at point no 3 above. Similarly, One class IV person shall be at VOCPT on all working days of minimum wages payment should be paid by successful tenderer under payment of Minimum Wages Act, 1948.

- b. Study the procedures being followed in the port and advise the Port on stream lining and improving the systems/ procedure;
- c. Keep the Port informed of all changes, new developments in the GST/ or levy other relevant regime from time to time.
- d. Providing advices /opinions on files.
- e. To provide suitable man-power to manage the tax issues in the port.
- f. Guide & assist in facing the periodical audit by the statutory authorities.
- g. Scrutinize audit reports, assessment orders, show cause notices and orders and preparation draft reply/appeals and suggest follow up action.
- h. Represent the Port before statutory authorities in all hearings before various Income Tax/ Service Tax Authorities.
- i. Assist the senior counsels as appointed by Port from the panel of Legal Advisers / other Advocates for representing the case before Tribunal/Judicial authorities.
- j. Perform such other duties related to all GST matters, as may be assigned from time to time by FA&CAO, V.O.C Port Trust or other officer nominated by him.
- k. The partner nominated to VOCPT shall be in a position to visit the Port at any point of time on any point of time on any number of occasions for the purpose of computing out the arrangement given in the scope of work.
- l. Apart from the nominated partner, the other parties shall also be in position to come for any discussion, meeting conveyed to deliberate the opinion/ reports/ correspondence /letters, given on any number of occasions at any point of time. Any non response/ defaults in this regards will be treated as defeating in service.

- (viii) The tender documents downloaded from the Port's web site should be used as such without making any alterations.
- (ix) The port reserves the right to modify the whole or any part of the tender by issuing an amendment in writing and this will be sent to all bidders by registered post. Such amendments will be numbered and the same shall form part of this 'Tender Document'.
- (x) The tender should be sent to the Financial adviser & Chief Accounts Officer, so as to reach him on or before 10.08.2018 at 15.00 hrs at the address is given below:

The Financial Adviser & Chief Accounts Officer,
VOC Port Trust,
Administrative Office Building,
Tuticorin-628004.
Telephone no: (0461)2352254 Fax no: (0461)2352201
Website: www.vocport.gov.in
e-mail: info@vocport.gov.in, fa@vocport.gov.in

(8) Tender Process:-

The Tender can be downloaded from the Port web site www.vocport.gov.in

- a. Tenders will be received only up to the date/times specified in the Notice inviting tender
- b. All tenders received by the due date/ time will be opened at the date/time prescribed for opening. i.e., the main cover containing Technical bid (cover –I) and Cover-II (price bid) will be first opened. Thereafter the Cover –II (price bid) will be kept unopened and put in a separate cover duly sealed.
- c. The Tenders found to satisfy the pre-determined criteria will be treated as Qualified. The qualified tenderers will be informed of their selection by registered post as well as by e-mail. They will be invited sufficiently in advance for witnessing the opening of Cover II (price Bid)
- d. On the appointed day, Cover –II of the qualified tenderer will be opened.
- e. The work will be awarded based on the quote for sl.no.1 of the price bid (Schedule A) to the L1 (Lowest quote) tenderer among the qualified tenderes. In case of a tie, the tenderers who have quote identical rates will be asked to quote again to decide on the lowest among them.

Further, the L1 tenderer has to match the quote in respect of sl.no.2 to 4 of the price bid with that of lowest quote among the qualified tenderers.

- f. Upon final selection, the successful tenderer shall be issued with a written work order to commence the work.

(9) Period of Contract:

The term for engagement of the firm of Chartered Accountants will be for a period of two years and the same can be extended for further period of one year on mutual consent.

(10) Issue of work order and commencement of work:

The firm of Chartered Accountants to whom the work has been awarded shall acknowledge the receipt of work order and execute an agreement, in the prescribed Performa (Annexure) within a week from the date of the work order. After executing the agreement, the work shall be commenced within a week. If either the agreement is not executed or work is not commenced within the stipulated date, the port may proceed to cancel the work order.

(11) Performance Security:-

The successful tenderer to whom the work order has been issued shall pay a performance Security equal to 5% of the tendered value to the Port before signing the contract agreement and commencement of the work. The deposit will be with the Port till the period of contract is completed and will be returned thereafter. This deposit will not carry any interest. If the work is abandoned, or if the contract is terminated by Port for serious violation of the contractual terms, the deposit will be forfeited. The tenderer has the option to furnish the performance guarantee in the form of a Bank Guarantee from a Nationalized/Scheduled commercial bank payable at Tuticorin. The Specimen form a Bank guarantee is enclosed as **Annexure-II**.

(12) Performance of work:-

1. The work shall be carried out as set out in the scope of work covered in the contract.
2. All requirement of stationery shall be provided by the firm of Chartered Accountants.

(13) Other Compliances:-

Compliance with the provisions of Employees States Insurance Act 1948 and Employees provident Fund and Miscellaneous Provisions Act 1952 or any other relevant Acts.. The successful tenderer shall ensure compliance of all the provisions of the above Acts in so far as is applicable to the tenderer and furnish report of compliance to the Port along with submission of monthly bills.

(14) Termination of contract:

The port reserve the right to terminate the contract for any violation of the contractual terms and non-performance of work to be done under the contract. The port shall however proceed to terminate the contract by giving one month notice only after giving an opportunity to the Chartered Accountant in the form a notice by giving one month notice in writing to explain the reasons for the violations and slippages. If the Chartered Accountant firm fails to rectify the violations /slippages, the Port may proceed further to terminate the contract. All deposits relating to the is contract shall be forfeited. Similarly, the Chartered Accountant firm may also terminate the contract by giving three months notice for seeking termination. If termination is volunetered by CA firm, all deposits relating to this contract will be forfeited. If the contract terminated by the port for its own administrative reasons, the deposits shall be refunded to the Chartered Accountant firm.

(15) Conclusion:

The Port reserves the right to reject any or all of the tenders with out any liability to the port for administrative reasons.

Sd/-

**Financial Advisor and
Chief Accounts Officer**

PRICEBID**'PROVIDING CONSULTANCY SERVICES TO VOC PORT TRUST FOR GOODS AND SERVICE TAX AND LEGAL COMPLIANCE**

Sl.No	Description of work	Rate per period
1.	For scope of work as indicated at 3	Lumpsum per month
2.	Written opinion on queries relating to indirect tax Issues (involving legal/ procedural implications and ordinary clarifications excluded .	Per opinion
3.	Preparation of appeal papers/ stay petition before Appellate Authorities before CESAT/ ITAT committee of disputes /any other relevant forum	Each Appeal
4.	Appearance fee before Income Tax/Service Tax/ Authorities at out stations for in effective hearing appearance (No appearance fee will be paid for appearance in Tuticorin) and non-effective hearings(i.e.) adjourned/cancelled hearings	Per appearance

Note:

1. Travelling expenses including accommodation and food expenses for outside Tuticorin shall be chargeable on actual equivalent to the class I officer of the Port.
2. For matters not covered above, fees will be reasonable and subject to mutual consent.
3. GST will be paid as per the prevailing tax structure for time to time.
4. The Chartered Accountant firm shall depute one Chartered Accountants/ Cost Accountants and 3 assistant (CA/ ICWAI –Inter or M.com) having knowledge and experience in GST and also preferably in SAP, on a minimum of 3 weeks in a month from 4th to 20th for carrying out the scope of work as mentioned at point no 3 above. Similarly, One class IV person required to be posted at VOCPT on all working days of minimum wages payment should be paid by successful tenderer under Minimum Wages Act, 1948.
5. The work will be awarded based on the quote for SL.No.1 of the price bid (Schedule A) to the L1 (Lowest quote) tenderer among the qualified tenderes. In case of a tie, the tenderers who have quote identical rates will be asked to quote again to decide on the lowest among them.

Further, the L1 tenderer has to match the quotes in respect of SL.No.2 to 4 with that of lowest quote among the qualified tenderers.

Signature of tenderer

OTHER CONDITIONS (Notes):

1. The rates are applicable for appearing before the authorities like Joint Commissioner of Income Tax(JCIT) Tuticorin range, commissioner of Income Tax(Appeals)—I Madurai, Commissioner of Income Tax-I Madurai, Chief Commissioner of Income Tax-I Madurai and Appellate officials of service Tax (i.e.) officials other than the Assessing Officers either in Tuticorin when they are camping at Tuticorin or in outstation places like Tirunelveli, Madurai, Coimbatore, Chennai etc for which travel expenses shall be reimbursed.
2. We emphasizes the appearance fees is for professional Services rendered like preparation of written submission, interpretation of law and personal appearance only before the higher authorities and not for travel.
3. Fees shall be paid within 10 days of submission of the monthly report. Interest shall be charged @ 1% per month or part of the month for late payment of fees.

Form of agreement

This agreement made this _____ between the Board of Trustees of the V.O. Chidambaranar Port, a body corporate under the Major Port Trusts Act, 1963 (hereinafter: called the 'Board') which expression shall, unless excluded by, repugnant to the context, be deemed to include their successors in office) on one part AND _____, Chartered Accountants, (hereinafter called the 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successors in office) on the other part.

WHEREAS the Board is desirous of executing the work, WHEREAS the Contractor has offered to execute and complete such work and WHEREAS THE BOARD has accepted the tender and WHEREAS the Contractor has furnished Bank Guarantee for a sum of Rs. (Rupees _____ only.) as Performance Security as per terms of contract for the due performance of this contract.

Now this agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document hereinafter referred to;
2. The following documents shall be deemed to form and be read and construed a part of this Agreement, namely,
 - i. Tender document with all Annexures,
 - ii. All amendments to tender document;
 - iii. Work order;
 - iv. letter of acceptance / acknowledgement; and
 - v. Agreement deed.
3. The contractor hereby covenants with the Board to execute and complete the work in conformity and in all respects with the provisions of the Contract.

4. The Board hereby covenants to pay the Contractor in consideration of the execution and completion of the works, the contract price at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first written.

The Common Seal of the Trustees of V.O.C. Port was hereunto affixed and

1. The FA&CAO thereof has set his hand in the presence of:

2. Signed and sealed by the Contractor in the presence of:

Form of Bank Guarantee for Performance Security

In consideration of the Chairman representing the Board of Trustees of V.O.C Port Trust

(hereinafter called the 'Board') having agreed to exempt-----
----- hereinafter called the 'said contractor' from the demand, under the terms and conditions of contract awarded in No _____ dated _____ made between and for (hereinafter called 'the said agreement') of performance security for the due fulfillment by the said contractor of the terms and conditions contained in the said agreement on production of Bank Guarantee for Rs _____. (Rupees _____)

1. W
e (herein after referred to as 'the Bank') at the request

of contractor do hereby undertake to pay to the Port an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement

2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said contract or of any of the terms and conditions contained in the said agreement or by reason of the contract or failure to perform the said agreement. 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 an amount not exceeding Rs.

We undertake to pay to the Port any money so demanded notwithstanding and dispute of the disputes raised by the contractor in any suit or proceedings before any court or tribunal relating thereto. Our liability under this present being absolute and unequivocal.

3. The payment so made by us under This bond shall be valid discharge of our liability for payment there under and the contractors shall have no claim against us for making such payment.
4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforced

till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Finance Department, V.O.C Port Trust certifies that the terms and condition so the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within three months from the date of expiry of the validity of the guarantee period we shall be discharged from all liability under this guarantee thereafter provided further that the bank shall at the request of the Port but at the cost of the contract or renew or extend this guarantee for such further period or periods as the Port may require.

5. We.....further agree with the Port, that the Port 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 agreement or to extend time of performance by the said contractor and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by there as on of any such variation or extension being granted the said contractor or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor.
7. We.....lastly under taken to revoke this guarantee during its currency except with the previous consent of the Port in writing.
8. This guarantee is valid upto.....(Period).

Dated the ____ day of _____

ANNEXURE —III

COMPLIANCEREPORT

(Refer para 3 (I) of the Document)

Sl.No.	Month	Para Number	Reply accepted or not	Reply accepted or not