



CHENNAI PORT TRUST

No.1 Rajaji Salai

Chennai - 600 001

Tender No. T/WMA4/57/2017/E

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF
RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING
& OILING OF THE RAIL POINTS IN EXOD DIVISION**

THROUGH E-PROCUREMENT MODE

Volume - I

(Technical Bid)

Due Date of online submission : 15.00 Hrs. on 30.10.2017

Due Date & Time of bid opening : 15.30 Hrs. on 31.10.2017

CHENNAI PORT TRUST

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF
RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING
& OILING OF THE RAIL POINTS IN EXOD DIVISION**

THROUGH E-PROCUREMENT MODE

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CHENNAI PORT TRUST

ONLINE BID REFERENCE

TENDER NO. WMA4/ 57 /2017/E

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EXOD DIVISION**

THROUGH E-PROCUREMENT MODE

PERIOD OF DOWNLOADING
BIDDING DOCUMENT : 09/10/17 TO 30/10/17

START DATE & TIME FOR
ONLINE SUBMISSION OF BID : 23/10/17 TIME 12.00 HOURS

LAST DATE & TIME FOR
ONLINE SUBMISSION OF BID : 30/10/17 TIME 15.00 HOURS

TIME & DATE OF
OPENING OF TECHNICAL BID : 31/10/17 TIME 15.30 HOURS

TIME & DATE OF
OPENING OF PRICE BID : INTIMATED LATER

PLACE OF OPENING
OF TECHNICAL BID : CHENNAI PORT TRUST,
IIIrd FLOOR, OLD
ADMINISTRATIVE OFFICE
BUILDING,
No.1, RAJAJI SALAI,
CHENNAI – 600 001.

CHIEF ENGINEER

CHENNAI PORT TRUST

Notice Inviting Tender through e-procurement mode



CHENNAI PORT TRUST
ENGINEERING DEPARTMENT

No.1,Rajaji salai, Chennai-600001

Online tenders through **e-procurement mode** are invited under Two bid system from the GST registered contractors/firms who are all satisfy the eligibility criteria for the work of tender for “ **Annual Contract for cleaning the grooves of railway lines on road level crossings and cleaning & oiling of the rail points in Ex©D division** ” as per details furnished hereunder.

Estimated Cost: Rs.17,09,924/-

EMD: Rs. 34,200/-

Completion period: 365 Days

Minimum Qualification Criteria:

- (i) Average annual financial turnover during the last 3 years ending 31st March 2016, should be at least **30%** of the estimated cost i.e **Rs.5.13 lakhs** &
- (ii) Experience of having successfully completed similar works during the last 7 years ending 30th September 2017:
 - (a) Three similar completed works each costing not less than 40% of the present estimated cost ie **Rs. 6.84 lakhs** (or)
 - (b) Two similar completed works each costing not less than 50% of the present estimated cost ie **Rs 8.55 lakhs** (or)
 - (c) One similar completed work costing not less than 80% of the present estimated cost ie **Rs13.68 lakhs**

Note:- “Similar work” means, “**Any railway track maintenance works.,**”

Documentary proof such as copy of work order / agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting eligibility criteria shall be Uploaded under tender document- technical bid link through e-procurement mode. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be Uploaded. The price bids of those firms who do not meet the eligibility criteria will not be opened. All the documents as per Form-I to Form-X and Annexure-I,2,3 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

The GST registered tenderers only eligible to participate the tender. The complete tender document can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in under e-procurement portal. i) The EMD shall be submitted in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee in single instrument can be accepted from any of the Commercial Banks drawn in favour of The Chairman, Chennai Port Trust’ payable at Chennai 600001 shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal.

The original financial single instrument/exemption certificate towards EMD shall be submitted to “Office of the Chief Engineer, 3rd floor old Administrative building, Chennai Port Trust” before opening of Technical Bid latest by 1500 hrs on 31.10.2017. Non submission of the original financial instrument/Exemption certificate towards EMD within the above period will lead to disqualification of bids.

Down loading period of bid document : 09.10.17 to 30.10.17

Start date & time for online bid submission 23.10.17 at 12.00 hrs

Last date & time for online bid submission 30.10.17 at 15.00 hrs

Date & Date& Time of opening of bid 31.10.17 at 15.30hrs

For details, visit our web site www.chennaiportgov.in & <http://eprocure.gov.in>

CHIEF ENGINEER

T/WMA4/ 57 /17/ E

CHENNAI PORT TRUST
NOTICE INVITING ONLINE TENDERS

Tender No. WMA4/ 57 /2017/E

“ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EX©D DIVISION”

- 1.1 **Online tenders through** e-procurement mode are invited by Chennai Port Trust from reputed Contractors for executing the work of “Annual Contract for Cleaning the Grooves of Railway Lines on Road Level Crossings and Cleaning & Oiling of the Rail Points in Ex©D Division” under two cover system. The estimated cost put to tender is **Rs. 17,09,924/-**
- 1.2 The tender document through e-procurement mode is open from **09.10.17 to 31.10.17** can be downloaded from the Ch.P.T official website and through e-procurement portal link.
- 1.3 One set of tender document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) comprises all Technical & commercial offer documents including drawings and Volume-II (Price Bid) comprises all Price bid documents.
- 1.4 The complete tender document including drawing can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in and e-procurement portal link and submit as tender offer on or before the due date and time of submission. The Tenderer shall upload the scanned copy of the DD instrument towards the EMD as proof of payment while submitting the tender electronically in the **e-procurement** Portal. The DD in single instrument can be accepted in original shall be forwarded along with EMD to reach the Ch.P.T before opening the technical bid. Mere uploading of proof of DD towards cost in the **e-procurement portal** and non submission of the original financial instruments after the above deadline lead to disqualification of bids.
- 1.5 The EMD of **Rs.34,200/- (Rupees Thirty four thousand two hundred only) as per Clause 16 A** of section-I shall be paid as described in the Tender Document. The tender offer shall have to be

submitted by the Tenderer only through **e-procurement mode** as explained in the tender document.

1.5.1 The EMD shall be submitted in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee in single instrument can be accepted from any of the Commercial Banks drawn in favour of '**The Chairman, Chennai Port Trust**' payable at Chennai-600001.

1.5.2 Central / State PSU / PSE are exempted from payment of EMD. The proof that the tenderer is PSU / PSE must be submitted along with Technical Bid or else their bid is liable to be rejected.

Exemptions from EMD will be allowed in case of units registered with National Small Scale Industries Corporation (NSIC) /Micro Small and Medium Enterprise (MSME) registered with NSIC. The Registration Certificate shall be valid as on due date of Tender / extended due date of the Tender, if any. Techno-commercial bid shall be accompanied by a Photocopy of valid NSIC Registration Certificate/MSME Registration Certificate issued by Competent Government Bodies to be eligible for the above exemptions. Also, the Certificate (NSIC / MSME) shall cover the items which are of similar nature to the those covered in the subject tender to avail EMD fee exemptions. Photocopy of application for Registration as NSIC / MSME or for renewal of NSIC / MSME will not be accepted and, such offers will be treated as offers received without EMD and liable to be rejected.

A tenderer who claims exemption from payment of EMD shall submit relevant document(s) as proof of Exemption, duly notarized or Self attested at the office No.1, Rajaji Salai, 3rd Floor, Administrative building, Chennai Port Trust, Chennai – 600 001 **up to 15.00 Hrs on 31.10.2017** and a scanned copy of the above certificate should also be uploaded in e-procurement portal.

1.5.3 The proof of EMD shall be uploaded as a scanned copy of the instrument through **e-procurement mode** under the Tender Document – Technical Bid while submitting tender electronically in the e-procurement portal. The original EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per

the date and time given in this tender. Mere uploading of EMD document in the portal and non-submission of the original EMD at the address given below before the Technical Bid opening date & time will lead to technical bid opening disqualification of the bid by the bidder:-

No.1, Rajaji salai,
3rd Floor, Administrative office building
Chennai Port Trust,
Chennai – 600 001.

The original EMD instrument (DD/BC/Notarized Copy or self attested copy of Exemption Certificate should be sealed in an envelope) can also be dropped in the Tender Box kept at the above address.

The tender offer shall have to be submitted by the Tenderer only through **e-procurement mode** as explained in the Tender Document.

- 1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of **120 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 1.7 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in **Clause 4 of Section-I** (Instructions to Bidders) and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.
 - (i) Average annual financial turnover during the last 3 years ending 31st March 2016, should be at least 30% of the estimated cost ie **Rs. 5.13 lakhs/-** &
 - (ii) Experience of having successfully completed similar works during the last 7 years ending 30th September 2017 as follows:
 - (a) Three similar completed works each costing not less than 40% of the estimated cost ie. **Rs.6.84 lakhs** (or)
 - (b) Two similar completed works each costing not less than 50% of the estimated cost ie. **Rs.8.55 lakhs** (or)
 - (c) One similar completed work costing not less than 80% of the estimated cost ie. **Rs.13.68 lakhs**

Note:- **“Similar work” means, “Any railway track maintenance Works.”**

Documentary proof such as Notarized copy of work order / agreement and completion certificate for the technical experience and audited balance sheets, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting the eligibility criteria shall be uploaded under tender document - technical bid link through e-procurement mode. The Tenderer may upload either Notarised or self attested copies of the documents. The successful Tenderer should produce the original documents for verification before award of work. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be uploaded. The price bids of the tenderers will not be opened if the tenderers do not meet the eligibility criteria on technical aspects in cover I. All the documents as per Form-I to Form-X and Annexure-I shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

- 1.8 The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.

The prospective Tenderer shall submit queries if any through e-tendering portal addressed to the Chief Engineer, Chennai Port Trust, Chennai in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal.

The due date of **online submission** of offers will be **30.10.2017 at 15.00 hrs**, unless otherwise notified. In the event of changes in the schedules, the Chief Engineer, Chennai Port Trust notifies the same only through www.chennaiport.gov.in and e-procurement portal link.

- 1.9 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

**CHIEF ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

“ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION”

INSTRUCTIONS FOR ONLINE BID SUBMISSION

- I Bidders to follow the following procedure to submit the bids online through the e-Procurement portal <http://eprocure.gov.in>.**
1. Bidder should do the registration in the tender site using the ‘Click here to Enroll’ option available.
 2. Then the Digital signature of MTNL/SIFY/TCS/nCode/eMudhra or any Certifying Authority is to be registered after logging into the site.
 3. Bidder can use ‘My Space’ area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
 4. Bidder may read the tenders published in the Port web site and download the required documents/tender schedules for the interested tenders.
 5. Bidder then logs into the site using the secured login by giving the user id/password chosen during registration and password of the DSC/e-token class-III.
 6. Only one DSC/e-token class-III should be used for a bidder and should not be misused by others. If a bidder uses more than one DSC token, the bid would summarily rejected.
 7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
 8. If there are any clarifications, this may be clarified through online. Bidder should take into account of the Addendums published before submitting the bids through online.
 9. Bidder must prepare the bid documents to be submitted in advance as indicated in the tender and it should be in required format. If there is more than one document, they can be clubbed together.
 10. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified

location as per Tender Document, latest by the date and time of bid submission.

11. Bidder selects the interested tender by using search option & then moves it to the 'My Favorites Folder'.
12. From the 'My Favorites Folder' he selects the tender to view all the details indicated.
13. The Bidder should read the terms & conditions and accepts the same to proceed further to submit the bid.
14. The Bidder has to select the payment option as offline to pay the EMD as applicable.
15. The details of the DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

i. (a).

EARNEST MONEY **Rs.34,200/-** (Rupees Thirty four thousand two hundred only)

MODE OF PAYMENT OF EMD In the form of Account payee / Demand Draft/Fixed Deposit Receipt / Bankers Cheque / Bank guarantee from of the Commercial Bank safeguarding the purchaser's interest in all respects in favour of 'The Chairman, Chennai Port Trust' payable at Chennai.

The scanned copy Account payee / Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank guarantee from of the Commercial Bank, safeguarding the purchaser's interest in all respects in favour of 'The Chairman, Chennai Port Trust' payable at Chennai pursuant to clause 16 of ITB of Technical Bid of the tender document, towards Bid Security (EMD) drawn in favour of "The Chairman,

Chennai Port Trust” payable at Chennai shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal. The original financial instruments towards the cost of EMD shall be submitted by should be sealed in an envelope and reached to Office of the Chief Engineer, Chennai Port Trust, 3rd Floor, Administrative office Building, Chennai Port Trust, No.1, Rajaji Salai, Chennai – 600 001. Clearly mention the Tender No., Subject of the Tender and Name of the Party on the Envelope on or before due date and time. up to 1500 Hrs before opening the Technical bid. Non submission of the original financial instruments within the above period leads to disqualification of bids.

16. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
- 17 The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
 - 17.1 The item rate is to be indicated against each item of work/s.
 - 17.3 The rate will be applicable to the item against which the rate is quoted.
 - 17.4 The figures entered in the column notified as Rates will have automatic conversion to words in next column and thereafter the amount is calculated with multiplication of rate and quantity. This would be carried forward until end of BOQ and the total amount is calculated automatically and tenderer need not insert anything other than rate in figures and name of the firm.

- 17.5 The tendering system will give a successful bid updation message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 18 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 19 The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 20 For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
- 21 Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 22 Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 23 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, etc., in the e-procurement system. The bidder should follow this time during bid submission.
- 24 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- 25 The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 26 Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall,

- the submitted tender documents become readable only after the tender opening by the authorized individual.
- 27 For any queries related to portal, the bidders are asked to contact by Mail cppp.nic@nic.in or by phone 1-800-3070-2232 or 917878007972 or 91-7878007973 well in advance.
- 28 Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
- 29 Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- 30 Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract.

II. COVER – I DETAILS: TECHNICAL BID

This shall contain the following:-

1. Scanned Copy of demand draft towards EMD/ Exemption certificate.
2. Scanned notarized or Self attested copy of work order / agreement and completion certificate for similar works.
3. Scanned copy of notarized CA certified Auditors balance sheet, P and L account Statement during last 3 years.
4. Scanned copy of documents as per Form I to X and Annexure-1
5. Scanned Copy of Form of Bid, Contractors Bid and letter of Submission
6. Technical Bid Document – Cover I (Section I To V) with all amendments and clarification.

The EMD- Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee in single instrument can be accepted from any of the Commercial Banks drawn in favour of **‘The Chairman, Chennai Port Trust’** payable at Chennai 600001. The bid security is normally to remain valid for a period of forty five days beyond the final bid validity period.

COVER – II DETAILS : PRICE BID (BOQ) – Price Schedule

Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

III. EVALUATION PROCESS:

- 1)** A proposal shall be considered responsive if –
 - a. It is received by the proposed Due Date and Time.
 - b. It is Digitally Signed.
 - c. It contains the information and documents as required in the Tender Document.
 - d. Contains EMD.
 - e. It contains information in formats specified in the Tender Document.
 - f. It mentions the validity period as set out in the document.
 - g. It provides the information in reasonable detail. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
 - h. There are no significant inconsistencies between the proposal and the supporting documents.
 - i. The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
 - j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
 - (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or
 - (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect

unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

- k. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
- l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- 2)** Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
 - a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
 - b. The cost of stamping Agreement must be borne by the successful Tenderer.
 - c. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Rate Hospital or from the Maintenance Drawing Office, 3rd Floor, Administrative office Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 to gain entry into the Trust’s premises if necessary.
 - d. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

CHIEF ENGINEER
CHENNAI PORT TRUST

Tender No. T/ WMA4/ 57 /2017/E

CHENNAI PORT TRUST

“ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EX©D DIVISION”

THROUGH e-PROCUREMENT MODE

VOLUME - I

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CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION

SECTION I

INSTRUCTIONS TO BIDDERS

1. **Scope of Bid**

1.1 Chennai Port Trust hereinafter termed “the Employer” invites online bids for the “**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION**” as defined in the bid documents (hereinafter referred to as the ‘Works’).The bidderer may submit bid for the works detailed in the NIT through e-procurement mode.

1.2 The Contract period is **365 days** from the date of commencement of the work as detailed elsewhere in the contract.

2. **Source of Funds:**

2.1 The Employer has arranged the funds from internal resources and will have sufficient funds in Indian Currency for execution of the works.

3. **Eligible Bidders**

3.1 The invitation for Bids is open to all eligible bidders meeting the qualification criteria as defined in **Clause.4**

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with **Clause 35**.

4. **Eligibility Criteria**

4.1 The bidders shall upload the following information and documents.
Tender Document – Technical Bid submission as

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; of the Bid to commit the Bidder;

(b) Annual financial turnover during last three years in Form-II

(c) Experience in works of a similar nature and size for each of the last seven years in Form-IV

(d) major items of construction equipment proposed to carry out the Contract;

(e) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

4.2 To qualify for award of the contract, bidders are advised to note the **minimum qualification criteria** specified below:

(i) Average annual financial turnover during the last three years ending 31st March 2016, should be at least **30%** of the present estimated cost (i.e., **Rs. 5.13 lakhs**)

(ii) Experience of having successfully completed similar works during the last 7 years ending 30th September 2017:

a) Three similar completed works each costing not less than 40% of the present Estimated Cost i.e., **Rs. 6.84 lakhs** (OR).

b) Two similar completed works each costing not less than 50% of the present Estimated Cost i.e., **Rs. 8.55 lakhs** (OR).

c) One similar completed work costing not less than 80% of the present Estimated Cost **Rs. 13.68 lakhs**

“Similar works” means **“Any railway track maintenance works”**

Documentary proof such as Notarized copy of work order / agreement and completion certificate for the technical experience and audited balance sheets, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting the eligibility criteria shall be Uploaded under tender document - technical bid link through e-procurement mode. The Tenderer may upload either Notarised or self attested copies of the documents. The successful Tenderer should produce the original documents for verification before award of work. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be uploaded. The price bids of the tenderers will not be opened if the tenderers do not meet the eligibility criteria on technical aspects in cover I. All the documents as per Form-I to

Form-X and Annexure-I shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

Originals such as demand draft, should be reached Chennai Port Trust before opening of the technical bid.

4.3 Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

5. One Bid per Bidder

Each Bidder shall submit only bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

6. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid through on line, and the Employer will in no case be responsible and liable for those costs.

7 . Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be borne by the tenderer. Permission required to visit the site will be given during the tender period on application to:

The Chief Engineer,
Chennai Port Trust,
No.1 Rajaji Salai,
Chennai – 600 001.

Telephone : 044 – 2531 2546

- 7.2 The tenderer and any of his personnel or agents will be granted permission by the Engineer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Engineer or his nominee from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 7.3 It is the responsibility of Tenderers to visit the site as set out in 7.1 above and obtain all information necessary for the purpose of preparing Tenders. Tenderers must inspect and fully satisfy themselves as to:
- The requirements and extent of the Works.
 - The means of access to the Site.
 - The topographical and bathymetric features of the Site which may affect the tender.

8. **Content of Tender Documents**

The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with **Clause 10**:

8.1 VOLUME – I (TECHNICAL BID) UNDER COVER I

- i) Notice Inviting Tender
- ii) Instructions for on line tender submission
- iii) Section I - Instructions to Bidders.
- iv) Section II - Scope of work.
- v) Section III - Terms and Conditions of Contract
- vi) Section IV - General Conditions of contract
- vii) Section V - Schedule of Drawings
- viii) Form of Agreement
- x) Pre-qualification Questionnaire (I To X)
- xi) Format for Declaration – (Annexure-1)
- xi) Indemnity bond undertaking proforma for ‘PF’- (Annexure-2)
- xii) Indemnity bond undertaking proforma for ‘ESI’ – (Annexure-3)
- xiii) Preamble to Bill of quantities.

VOLUME – II (PRICE BID) UNDER COVER II

Bill of quantities.

- 8.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, drawings, and annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to **Clause 26** hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

9. Clarification of Bidding Documents

A Prospective Tenderer requiring any clarification regarding the tender Documents may notify the through e-procurement portal or E-mail dycemdo@yahoo.in at the Chief Engineer's address indicated in the Invitation of Tenders. The Engineer will respond to any request for clarification, which he receives 7 days prior to the deadline for submission of tenders.

10 Amendment of Bidding Documents

- 10.1** Before the deadline for submission of bids, the Chief Engineer may modify the bidding documents by using addenda.

- 10.2** Any addendum thus issued shall be part of the bidding documents and shall be hosted in Ch.P.T web site and e-procurement portal. The amendment so issued will form part of the tender document and shall be binding upon the tenderers.

The responsibility of downloading such addendum/amendment from Ch.P.T website and e-procurement portal fully lies with the bidder.

- 10.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Chief Engineer shall extend as necessary the deadline for submission of bids, in accordance with **Sub-Clause 20.2** below.

11. Preparations and Submission of Bid

11.1 Language of the Bid

All documents relating to the bid shall be in the English language

12 Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid (Volume I)

The following documents shall be submitted online only.

1. Scanned Copy of demand draft towards EMD/Exemption Certificate.
2. Scanned notarized or Self attested copy of work order / agreement and completion certificate for similar works.
3. Scanned copy of notarized CA certified Auditors balance sheet, P and L account Statement during last 3 years.
4. Scanned copy of documents as per Form I to X and Annexure-1
5. Scanned Copy of Form of Bid, Contractors Bid and letter of Submission by online.
6. Technical Bid Document – Cover I (Section I To V) with all amendments and clarification, if any.

The original financial instruments towards EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender.

B) Price Bid (Volume- II)

Priced Bill of quantities duly filled.

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in **Sub-Clause 1.1**, based on the priced Bill of Quantities submitted through e-procurement portal by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through e-procurement portal .xle format. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3 All duties, taxes, Contribution towards ESI, cess for TNCWWB and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates **(excluding GST)**, prices and total Bid Price submitted by the Bidder.

14. Currencies of Bid and payment

14.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity:

15.1 Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in **Clause 20**. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if necessary.

16. Bid Security (Earnest Money Deposit – EMD)

- a. The bidder shall have to pay the Earnest Money Deposit of **Rs.34,200/-**.
- b. The EMD up to Rs. 5 lakhs be payable either by Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in single instrument will be accepted drawn in favour of **“The Chairman, Chennai Port Trust”** from any of Commercial Bank payable at **Chennai- 600 001**. The bid security shall normally to remain valid for a period of forty-five days beyond the final bid validity period.
- c. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- d. EMD will be refunded suo-motto without any application from the bidders.
- e. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- f. The Bid Security may be forfeited, if

- a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity; or
- b) *The EMD shall be retained until finalization of Tenders. If any statements documents / information submitted by Tenderer is found false / incorrect. Willful misrepresentation or omission of facts or fake / forged documents, the EMD shall be forfeited; or*
- c) The successful Bidder fails within the specified time limit to
 - i) sign the Agreement or
 - ii) furnish the required performance security

17. Alternative Proposals by Bidders

Not applicable

18. Format and signing of Bid

18.1 The Bid shall be in online mode

18.2 The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer.

19. Sealing and Marking of Bids

19.1 The bidder shall put original bid security document as per **Clause No.16**, hereof in one envelope and properly seal and mark as “**Bid Security EMD**”.

19.2 The envelopes shall

- a) be addressed to “The Chief Engineer, 3rd floor of Administrative office building, Chennai Port Trust, No.1 Rajaji Salai, Chennai-600 001”

Bid for “Annual contract for cleaning the grooves of railway lines on road level crossings and cleaning & Oiling of the rail points in Ex©D division”.

Bid Reference No: T/WMA4/ 57/2017/E

DO NOT OPEN BEFORE (15.30 HRS & DATE: 31.10.17)

Name and Address of the Bidder

The Tender complete in all respect should be uploaded in e-portal on or before **15.00 hrs on 30.10.17** and will be opened **on 31.10.17 at 15.30 hrs.**

19.3 In addition to the identification required in **Sub-Clause 19.2**, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to **Clause 21**, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Chief Engineer will assume no responsibility for the misplacement or premature opening of the Technical bid and Financial bid.

19.4 Tender document including quoted bid price have to be submitted online only before deadline for online submission of bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except DD instrument shall be treated as irrelevant

20. Deadline for online Submission of Bids

20.1 The completed bid shall be uploaded in the electronic form before **15.00 Hrs. on 30.10.17** only through e-procurement portal.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 10**, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

20.3 Price should be quoted in a spread sheet file (**.xls format**) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the

Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

21 Late Bids

- 21.1 The tenderer should ensure that their tender is received online at Ch.P.T before the deadline prescribed in **Clause 20**

The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The bidders should adhere to this time during bid submission.

22. Modification / Withdrawal and Resubmission of Bids

- 22.1 Bidders may modify the offers by withdrawing their already freezed bids in online only through e-procurement portal (after submission of bid) and resubmit/ upload the revised offer before the deadline prescribed in **Clause 20**.
- 22.2 No bid shall be withdrawn and resubmitted through e-procurement portal by the bidder after the deadline for submission of bids.
- 22.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 15.1** above or as extended pursuant to **Clause 15.2** may result in the forfeiture of the Bid Security pursuant to **Clause 16**.
- 22.4 Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through e-procurement portal.

Bid Opening and Evaluation

23. Bid Opening

- 23.1 On the due date and time as specified in **Clause 20**, the Employer will first open Technical bids of all bids received online (except those received late) including resubmitted pursuant to **clause 22** in presence of the Bidders or their representatives who choose to

attend. In the event of specified date for bid opening declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

23.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

23.3 The date and time of opening of price bid (cover-II) shall be intimated to the qualified tenderers based on the evaluation of the technical bid. The price bid (cover-II) of such eligible tenderers shall be opened on the specified date and time in the presence of the qualified tenderers or their authorized representatives.

24. Process to be Confidential

Information relating to the examination, clarification, evaluation and Comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

25. Clarification of Bids

25.1 To assist in the examination and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic / typing errors discovered by the Chief Engineer in the evaluation of the Bids in accordance with **Clause 27**.

25.2 Subject to **Sub-clause 25.1**, no Bidder shall contact the Employer on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Chief Engineer, he should

do so in online mode /writing only.

- 25.3 Any effort by the Bidder to influence the Chief Engineer's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

26. Examination of Technical Bids and Determination of Responsiveness of Technical Bid

- 26.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each the bid (a) meets the eligibility criteria defined in **clause 4** (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the bidder to settlement of disputes clause; (c) is accompanied by the required Bid Security EMD; (d) is responsive to requirements of the bidding documents.

- 26.2 A substantially responsive Technical and financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without materials deviation or reservation. A materials deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer. The financial bid of those bidders whose Technical bid has been determined to be non-responsive shall not be opened in online mode.

27 Correction of Errors (in Price Bid)

- 27.1 Not applicable for online tenders.

28. Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 26**.

- 28.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's Engineer estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation/construction methods and schedule proposed.

Award of Contract

29. Award Criteria

- 29.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be **(a)** eligible in accordance with the provisions of **Clause 3**, and **(b)** qualified in accordance with the provisions of **Clause 4**. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

30. Employer's Right to accept any Bid and Reject any or All Bids

Notwithstanding **Clause 31**, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.

31. Notification of Award and Signing of Agreement

- 31.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract(herein after and in the Contract called the "Contract Price")

- 31.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of **Clause 32**.
- 31.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 10 days of from the date Letter of acceptance, the successful bidder will furnish the performance security and sign the agreement with the Employer with in 10 days from submission of performance security.
- 31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

32. Security Deposit

Security shall consist of two parts; a) Performance Guarantee to be submitted at award of work and b) retention money to be recovered from Running Bills.

- 32.1 Performance Security should be 10% of Contract price of which 5% of contract price should be submitted as Account payee Demand draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial Bank **enforceable and encashable at Chennai** within 10 days of receipt of letter of acceptance and balance 5% recovered as retention Money from Running Bills. Recovery of 5% of Retention Money is to commence from the first bill onwards @ 5% of bill value from each bill subject to a maximum of 5% of contract value. Retention Money collected as per clause may be refunded within 14 days from the date of payment of final bill. Balance Performance Guarantee deposited as per clause to be refunded immediately not later than 14 days of completion of work.

- 32.2 Failure of the successful bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.**

The security deposit shall remain valid till the satisfactory completion of the defects liability period pursuant to clause 62 of Section III.

33 Advance Payment

33.1 No advance payment on the contract price will be made under this contract.

34 Refund of EMD

34.1 EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

34.2 The EMD of the successful tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful tenderer shall when his tender is accepted, furnish security as specified in the **clause 32 of this Section** after giving credit to the amount deposited by him as earnest money. The earnest money shall retain its character, as such, till the successful tenderer furnishes the security deposit.

34.3 Where a person whose tender has been received on behalf of the Board intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Port (or) fail to furnish the security deposit within the prescribed time, the Port shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

34.4 The cost of stamping the agreement must be borne by the successful tenderer.

34.5 The Employer's Engineer does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more tenderers

35. Corrupt or Fraudulent Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the

Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “undesirable practice” means

(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

FORM OF BID

(To be executed on bidder's letter head and submitted along with their technical bid under cover I)

[The tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

To

The Chief Engineer,
Chennai Port Trust,
Chennai – 600 001.
Tamil Nadu, INDIA.

Sir,

Being duly authorised to represent and act on behalf of hereinafter called “the tenderer” and having visited the site and examined the Drawings, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of **“ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION” and**

- (a) We offer to execute the work in conformity with the said drawings and Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs..... (Rupees(Rate shall not be filled in)).
2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
 3. If our Tender is accepted we will furnish a Security Deposit within 10 days of receipt of work order, in the form of Demand Draft/pay order / Bankers Cheque payable at Chennai drawn on any Scheduled Bank as Security for the due performance of the Contract in accordance with **Clause 32 of Section I.**
 4. We agree to abide by this Tender for the period of **120 days** from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and may be

- accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of **120 days** or such extended period as mutually agreed upon the Port shall be at liberty to forfeit the Earnest Money deposited by us.
5. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
 6. (i) We understand that the Chennai Port Trust reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
 - c) Agree or reject our alternative proposal without assisting any reasons.(ii) We agree that the Chennai Port will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
 7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
 8. We have furnished Earnest Money in the form of Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee issued by ----- payable at Chennai in favour of the Chairman, Chennai Port Trust, Chennai – 600 001 for the amount of **Rs. 34,200/- (Rupees Thirty four thousand two hundred only)**. If our Tender is not accepted, the Earnest Money shall be returned to us on our application within period as specified in the tender for the return of such EMD amount. If our Tender is accepted the Earnest Money shall be adjusted against the Security Deposit at 5% of the Contract Value, or refunded on production of a Guarantee as contemplated in the relevant Clause for an amount equivalent to 5% of the Contract Value, with good and sufficient sureties as may be required for the faithful performance and proper fulfillment of the Contract and execute the Contract Agreement as required by the terms of this Tender.

9. We agree that in addition to the Security Deposit in any one of the forms described in **Clause - 32 of Section I** with good and sufficient sureties furnished by us for the faithful performance and proper fulfillment of the Contract, we shall permit the port at the time of making any payment to us for work done under the Contract to deduct at the rate of 5% of the total value of the Interim or running bill from each Interim or running bill towards Retention Money till the whole of the Retention Money at 5% of the Contract Sum is realised.
10. We agree to execute all the works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.
11. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
12. We also make specific note clauses of (ITB, NIT) under which the Contract is governed.
13. In case of out station firms, having a branch in India for liaison purposes, herein we mention the Name of the Contact person and Tel. no. Fax No. and mail-Id and also the complete postal Address of the firm.

.....

14. We understand that the communication made with the Firm at (13), by the Port shall be deemed to have been done with us.

Signed:

(Signature of person whose name and capacity are shown)

In the capacity of :

(Legal capacity of person signing the form of tender)

Name :

(Complete name of person signing the Form of Tender)

Duly authorized to sign the Tender for **“ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EX©D DIVISION”** and on behalf of.....

Dated on..... day of,..... (date of signing)

CONTRACTOR'S BID

“ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION”

To

The Chief Engineer,

Chennai Port Trust

No.1, Rajaji Salai,

Chennai – 600001.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price **“as filled in the price bid”**.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely **“Prevention of Corruption Act 1988”**

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our copy of Permanent Account Number (PAN).

Yours faithfully,

Authorized signature:.....

Name & Title of signatory:.....

Name of Bidder:.....

Address:.....

Notes:

To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the form of bid.

CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EX©D DIVISION

Pre-QUALIFICATION OF BIDDERS

The information to be filled in by the Bidder in the following Forms will be used for purposes of Pre-Qualification as provided for in the Instructions to Bidders.

CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EX©D DIVISION”

LETTER OF SUBMISSION- COVERING LETTER

(ON THE LETTER HEAD OF THE BIDDER)

Date :

To

The Chief Engineer (Civil),
Chennai Port Trust,
No.1,Rajaji Salai,
3rd floor , Old Administrative Office Building,
Chennai – 600 001
Tamilnadu State

Sir,

Sub : The work of “**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EX (C) D DIVISION”**

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the work referred above.

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

- (i) Tender Document along with Addendum No ----,
- (ii) Letter of application (Form I)
- (iii) Annual Turnover of the firm-Financial capacity (Form II)
- (iv) Summary of current Contract commitments / Works in Progress(Form – III)
- (v) Experience in any railway track maintenance work in the last 7 years (Form – IV)
- (vi) Plant and equipment proposed for the work (Form - V)
- (vii) Personal / staff proposed for the work (Form –VI)
- (viii) Proposed Site Organization Details (Form VII)

- (ix) Additional Information (Form VIII)
- (x) Bid Security/EMD In the form of DD bearing No -----
-dated -----, for Rs..... Issued bybank
- (xi) Bank information for e- payment (Form IX)
- (xii) GST Registration Details (Form X)
- (xiii) Specimen format for declaration annexure-I
- (xiv) Indemity Bond undertaking Proforma for 'PF' (annexure-II)
- (xv) Indemity Bond undertaking Proforma for 'ESI' (annexure-III)

Signature
(Authorised Signatory)

CONTRACT DATA

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION.

1.	Amount of Security Deposit.	32/Section I	10% of the contract price which includes 5% as retention money
2.	Date of commencement of work	28/Section III	Date on which the contractor takes over site or the tenth day of the intimation of the acceptance of the tender whichever is earlier.
3.	Period of completion	28/Section III	365 days from the date of commencement of work.
4.	Retention Money	68/Section III	Retention Money at 5% will be deducted from each running bill subject to a maximum accumulation of 5% of the contract price
5.	Advances	65 /Section III	No advance is envisaged in this contract.
6.	Escalation	69/Section III	The Quoted rates shall be firm throughout the tenure of the contract. No escalation is payable.

Signature
(Authorised Signatory)

CHENNAI PORT TRUST

MEMORANDUM

We hereby tender for the execution for Chennai Port Trust of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, drawings, levels and instructions in writing referred to in the Clauses of Conditions of the contract and with such materials as are provided for and in all respects in accordance with such conditions / instructions to tenderers so far as possible

I. **Memorandum**

- 1. General Description:** **“Annual contract for cleaning the grooves of railway lines on road level crossings and cleaning & oiling of the rail points in Ex©D division.”**
- 2. Estimated Cost:** **Rs 17,09,924/-**
- 3. Earnest Money:** **Rs. 34,200/-**
- 4. Security Deposit:** 10% of the accepted tender value in the form as specified in **Clause – 32 of Section I which includes 5% as retention money**
- 5. Retention Money:** 5 % of value of Interim Bill recoverable from each interim payment till total amount recovered accumulate to 5% of the contract price as per **Clause 68 of Section III.**
- 6. Period of Completion:** **365 days** from the date of commencement of work.
- 7. Delay in commencement of work and forfeiture of Earnest Money Deposit:** a. should this tender be accepted in whole or in Part, I / we hereby agree: (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, Chennai Port Trust or his successors in office, the sum of money mentioned in the conditions. A sum of **Rs. 34,200/-** is hereby forwarded in Demand

Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in single instrument drawn in favour of "**The Chairman, Chennai Port Trust**" from any of Commercial Bank payable at **Chennai- 600 001**. If I / we fail to commence the work specified in the above memorandum, I / we agree that the said Chairman, Chennai Port Trust or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit mentioned against **Clause 4** of the above mentioned memorandum.

- b) To execute all the works referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

Signature

CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION

SECTION – II

SCOPE OF WORK

1. Area of work:

The aim and objective is to provide the tracks free from clotted materials, spoils etc, to ease smooth running of wagons without any hindrance and maintain neat the specified locations and adjacent areas as described in above clause. The contractor and his management team will supervise the awarded work. The Contractor has to ensure that the staffs deployed are dressed in neat and clean uniform approved by the Chennai Port. Officials of Chennai port will also monitor the entire work and staff. Area of work as mention in the enclosed drawings

1. Groove cleaning works

F1 & F2 Railway line crossings area

E1- E4 railway line crossings area

Radio road railway line crossing area

SQI railway line

2. Oiling

Railway Points & Crossings in Marshalling yard area

2. Cleaning services

Cleaning the grooves of railway track (Broad guage) at level crossings and near by, after chipping the spoil or clotted materials about 150 mm thick or as available at site inside the twin rails of running and guard rails in the railway track and clearing the dolomite, limestone, scrap and other debris from the road portion adjacent to track junction for the movement of railway wagons, locos etc., including clearing away the removed materials to the dustbins kept along the road sides within a lead of 50metres for disposal all as directed at site of work. Including all labour, tools, brushes, equipments etc., complete.

Cleaning the permanent way Railway points from stock joints to heel joints and keeping them free from cargo spillage and other obstacles like rubbish, lime stone, manganese, quartz stone and other materials including cleaning

the weeds for the crossing portion from stock joint to crossing leg, garbages, water stagnations etc., from rail top on both sides of the rails nearly 2.5m width and also cleaning the points box neatly and oiling the point box switch portion for free movement operations of point, without damaging the track and point box. Maintaining the points neatly including collecting and depositing the removed materials in the nearby yard (or) as directed at site of work including all labour, tools like pickaxe, shovel, brushes, etc., complete. 3 Nos of labours (2 male, 1 Female) required for this work and should be posted daily with out fail.

3. Services

All the roads (Rly level crossings) should be cleaned and cleaning & oiling of points should be done daily on all days except holidays, sundays and closed holidays irrespective of wagon movements. However, whenever if required or if any emergency occurs the tenderer has to engage the labours for smooth running of wagons even on holidays, sundays and closed holidays. However no extra payment over and above the quoted rate will be paid for working on these holidays. In addition, the areas should be cleaned as and when there is any spillages and falling of dust etc., due to wagon movements. The areas mentioned should always be kept in clean and tidy condition to the satisfaction of the Chief Engineer or his representative.

4. Labour to be engaged

Total Number of Casual labours posted daily should be -12 Nos.

For cleaning the grooves of railway track on road crossings – 9 Nos

For cleaning and oiling of Railway points – 3 nos (2 male, 1 Female)

The contractor shall maintain the register for the labours engaged for the work daily and to be submitted to the Engineer in-charge or his representative time to time and as and when required.

5. Monitoring and Control

For better management and for smooth services, the best monitoring mechanism shall be adopted by the Contractor.

5.2. Management / Service Requirements/ Complaints Report

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site and reported

to Chennai Port Trust in charge officer/CE's representative. The Contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.

CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXCD DIVISION

SECTION-III

TERMS AND CONDITIONS OF CONTRACT

1. LABOUR

The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the CE or his representative, deliver to the CE or his representative a return in detail, in such form and at such intervals as the CE or his representative may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the CE or his representative may require.

2. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, the Nodal Officer or his nominee /Employer shall have the right to deduct any

money due to the Contractor including his amount of performance security. The Employer/ Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

- 3.** The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, EPF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the EMPLOYER and if any change is required on part of the EMPLOYER, fresh list of staff shall be made available by the agency after each and every change.
- 4.** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Contract Labour (Regulation & Abolition) Act 1970, EPF,ESI etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him to the EMPLOYER and to the Labour department.
- 4.1** Giving particulars of remittance of EPF contribution of the employees engaged for the EMPLOYER work, is required to be submitted to the EMPLOYER. In any eventuality, the contractor should remit employees PF subscription within the stipulated time. If the contractor is failed to remit the EPF contribution to the employees, EMPLOYER is entitled to recover the amount from any money due, or accrue to the Contractor under this agreement, with an advice to Employees PF contribution.
- 4.2** (a) As per the Govt. Notification dt 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary up to Rs.21,000/- per month. Workers covered under ESI Act, are entitled for full medical

care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/ casual employees drawing wages up to Rs.21,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.

- (b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (c) In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount

due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

- (d) As per the above Government Notification
- i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
 - ii) In case they are covered under ESI Act, they have to furnish the details of registration.
 - iii) In case the tenderer does not possess ESI Registration at the time of Participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.
 - iv) The tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers/labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the contractor.
 - v) In case the tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non-Judicial Stamp paper worth Rs. 20/- to that effect.
 - vi) In case they are not covered under ESI Act, they must additionally indemnify ChPT against all damages & accident occurring to his labour in a Non-judicial Stamp Paper worth Rs.100/-.
- 5.** The Contractor will maintain a register on which day-to-day deployment of personnel will be entered. This will be countersigned by the authorized official of the EMPLOYER. While raising the bill, the deployment particulars of the personnel engaged during each month,

shift wise, should be shown. The Contractor has to submit an undertaking (on the format) duly countersigned by the concerned official of the EMPLOYER, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

- 6.** All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 7.** Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- 8.** All necessary reports and other information will be supplied immediately as and when required and regular meetings will be held with the EMPLOYER.
- 9.** The personnel engaged by the contractor shall not accept any gratitude or reward in any shape.
- 10.** Under the terms of their employment agreement with the Contractor the personnel engaged by the contractor for this contract shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- 11.** That in the event of any loss occasioned to the Employer, as a result of any lapse on the part of the contractor, which will be established after an enquiry conducted by the Employer, the said loss can claim from the contractor up to the value of the loss. The decision of the Employer will be final and binding on the Contractor.
- 12.** The contractor shall do and perform all such services, acts, matters and things connected with the contract, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Employer may issue from time to time and which have been mutually agreed upon between the two parties.
- 13.** The Employer shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly

Contractor reserves the right to change the staff with prior intimation to the Employer.

- 14.** The contractor shall be responsible to maintain all property (movable tools and plants) of the Employer entrusted to him.
- 15.** The contractor will not be held responsible for the damages/sabotage caused to the property of the Employer due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
- 16.** The contractor will deploy supervisors as per the need given by the Employer. The supervisor shall be required to work as per the Instructions of Employer.
- 17.** The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which they will not be allowed to work. The expenses towards the uniforms will be borne by the contractor. Prior approval from the Employer shall be obtained for the colour & pattern of the Uniform.
- 18.** The Employer shall have right to have any person removed in case of any complaints or as decided by CE if the person is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- 19.** The working hours will be from 07.30 hrs to 17.00 hrs (with lunch break one hour). But the timings of the working hours are changeable and shall be fixed by the Employer from time to time depending upon the requirements.
- 20.** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Contract Labour (Regulations and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Employer.
- 21.** The payment would be made by the Employer for every month based on the schedule of work done by the contractor and based on the documentary proof signed by the contractor/his representative/ personnel authorized by him. No other claim on whatever account shall be entertained by the Employer.

- 22.** Any damage or loss caused by contractor's persons to the Employer in whatever form would be recovered from the contractor.
- 23. Penalty**
The proportionate amount will be recovered from the running bills for non-posting of labours & Staff to the work by the contractor
- 24.** The contractor shall ensure that his personnel shall not at any time, without the consent of the Employer in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Employer and shall not disclose to any information about the affairs of Employer. This clause does not apply to the information, which becomes public knowledge.
- 25.** Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 26.** The contractor shall have his own Establishment/ Setup/ Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 27.** If the contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The partnership shall not be altered without the approval of the Employer.
- 28.** The work shall be taken to have been commenced from the date on which the contractor takes over the site or the tenth day of the intimation of the acceptance of the tender whichever is earlier and the contract period of the work is **365 Days from this date.**
- 29.** In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said

money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the contractor.

- 30.** If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by Employer, such money shall be deemed to be payable by the contractor to the Employer within seven days. The Employer shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Security Deposit.
- 31.** The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
- 32.** The contractor shall indemnify and hold the Employer harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 33.** The contractor shall not employ any person below the age of **18** yrs. and above the age of **60** yrs. and they should be an Indian nationals. The personnel deployed shall be physically fit (under this contract) for the services.
- 34.** The contractor shall engage required employees for providing the services without fail.
- 35.** Personnel engaged by the contractor shall not take part in any staff union and association activities.
- 36.** The contractor shall bear all the expenses incurred on the following items i.e. Provision of tools, uniform and stationery for writing duty charts and registers and records keeping as per requirements.
- 37.** The Employer shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- 38.** The Employer shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Employer does not recognize any employee employer relationship with any of the workers of the contractor.

- 39.** If, as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by the Employer from the agency. If any underpayment is discovered, the amount shall be paid to the agency by the Employer.
- 40.** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Employer. Keep all the records maintained during the tenure of this contract.
- 41.** The contractor will have to submit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee in every month.
- 42.** The contractor shall disburse the wages to its staff deployed in the Employer every month by Cheque/Cash/ECS in the presence of representative of the Employer.
- 43.** The persons to be deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out a similar variety work using appropriate materials and tools/equipments.
- 44.** The Contractor will have to provide standard uniforms as approved by Employer at his own cost to its staff. The staff shall be in proper uniform all the time with their identity card properly displayed. Samples of liveries will have to be submitted by the Contractor for the approval of competent authority within seven days from the date of entering into the agreement.
- 45.** Deleted.
- 46.** Employer will provide space to the Contractor in the premise of the office for keeping there tools and plants and other things required for the work. . The contractor will store all their liveries, materials, equipments in the aforesaid room and which shall be opened to inspection by CE or his representative /staff during working hours.
- 47.** The Contractor should ensure the Health and safety measures of their employees.

48. The Contractor will be responsible for supply / maintenance of all tools & plants and equipments used for the work.
49. The Contractor must employ adult labour only. Employment of child labour will lead to the termination of the contract and necessary action under Indian Penal Code also.
50. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
51. Deleted.
52. All the rates quoted by the bidder shall remain unchanged during the period of contract.
53. In case of breach of any terms and conditions attached to the contract, the **Performance Security Deposit** of the Contractor will be liable to be **forfeited** by Employer besides annulment of the contract.
54. All necessary reports and other information will be supplied by the contractor as per the direction of the CE. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the CHPT, and shall not knowingly lend to any person or company any of the effects or assets of the CHPT, under its control.
55. In the event of loss/damage of equipments etc. at the premises of the port due to negligence/carelessness of Contractor staff, if established after a joint enquiry, then the Contractor shall compensate the loss to Employer. The Contractor or its representative/s shall meet CE's representative/s regularly to take feedback regarding the services.
57. The Contractor shall:-
 - a) Provide all items and consumables for works to his staff as detailed in scope of work for use in the office premises,
 - b) The Contractor will arrange for required resources, including manpower, cleaning materials etc which is used by the staff.

Protective gear including boots, gloves etc. shall be provided by the Contractor to the staff employed.

58. Variations

The Employer may order variations in the scope or quantum of work through a written variation order based on in any increase in requirements. The payment for the variation shall be worked out on the basis of contract rates for manpower

59. Manpower

Any misconduct / misbehavior on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to CE, Chennai Port Trust.

60. Obligation of the contractor:

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

61. The Employer will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

62 Release of Security Deposit:

The amount deposited by the Contractor, as Security Deposit under this Agreement will be refunded to the Contractor only after satisfactory completion of all the works and certified to that effect.

63 Supply of materials:

No materials will be supplied free by the Trust except waste oil / any other material required to be applied in the points as mentioned in “Bill of quantities” and it is the responsibility of the contractor to procure and supply all the tools / materials required for the service.

64 Supply of Drinking Water:

The contractor has to make his own arrangements and no drinking water will be supplied by the Trust either free or at cost.

65 Advances:

No advance is envisaged in the contract.

66 Financial Background:

The contractor shall be financially sound so as to ensure sufficient cash flow for the monthly work.

67 Mode of measurement and payment:

67.1 Mode of measurements

- (a) The measurements shall be recorded and entered in computerized format in the first instance by the contractor and a hard copy (draft) shall be submitted to the Department then and there.
- (b) The format for Computerized Measurement Book (CMB) shall be downloaded from ChPT website: [http:// www.chennaiportgov.in](http://www.chennaiportgov.in).
- (c) These measurements shall then be checked by the department. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement books now in use, and with its pages machine numbered.
- (d) The Computerized Measurements Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing.
- (e) The Computerized Measurement Book shall be allotted a serial number by the department.
- (f) In case of any error, the Computerized Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerized bill is submitted to the Division for payment.

- (g) The contractor shall submit a minimum of 3 copies of each Computerized Measurement Books for the purpose of reference and record in the various offices of the department.

67.2 Bill Submission:-

- (a) Bills shall be prepared and submitted by the contractor in the Trust computerized format, which can be downloaded from ChPT website: [http:// www.chennaiportgov.in](http://www.chennaiportgov.in) with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure.
- (b) The contractor shall submit a minimum of 3 copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department.
- (c) The bill shall be carried forward from the pervious running account Bill as per the existing procedure.

68 Retention Money:

Retention Money at 5% will be deducted from each running bill subject to a maximum accumulation of 5% of the contract price. Half of the above sum will be refunded to the Contractor, if he so desires on issuance of the taking over certificate for whole of the work and the balance is being held in deposit as security, pursuant to clause **22 & 62** of this section. any defects are notified which in the opinion of the Engineer are due to bad materials used and / or defective workmanship, the contractor shall be required to carry out at the contractor's cost, such repairs as the Engineer considers necessary or in the event of contractor failing to do this within the notified time, the Engineer may arrange for such repairs to be carried out and deduct the cost of such rectification of the defects from the amount retained, without prejudice to the recovery of any amount that may have been spent in excess of the deposit.

The contractor at his option may also furnish a Bank Guarantee from an Indian Nationalize bank having its branch at Chennai in the form approved by Employer in lieu of the retention money. The money so retained shall be considered for refund to the contractor on production

of appropriate Bank guarantee. On acceptance of the said bank guarantee, the money so retained shall be considered for refund to contractor.

69 ESCALATION

The quoted rate shall be firm throughout the tenure of the contract. No price adjustment/escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.

70 ASSISTANCE FOR CE

The contractor shall provide the supervisor at all times during the contract period sufficient and qualified personnel to assist the Chief Engineer in this duties to carry out or check any work and / or measurement of works.

71 UNAUTHORIZED PERSONS

No unauthorized persons are being allowed on the site. The contractor shall take steps to prevent trespass and prevent unauthorized persons from entering and / or being on the site. All the personnel will be required to wear their security passes as per requirements of local / port authorities. Access shall be limited to the area they are working in and allowed by local / port authorities. Such passes shall be arranged sufficiently in advance both for men as well as vehicles and shall be renewed as and when required. Non-availability of passes or personnel to carry out the job within the stipulated time period shall not be considered as a plea for extension of time or extra cost.

72 FIRST AID FACILITIES

The contractor shall provide and maintain upon the work sufficient proper and efficient life saving appliances and first aid equipment to the approval of the CE and in accordance with the requirements of International Labour Organisation (I.L.O.) Convention No.62. The appliances and equipment shall be available for use at all times. Contractor shall indemnify the Port from the cases booked by the Labour Enforcement Officer (L.E.O.) for his negligence.

73 DISPUTE RESOLUTION

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred to the courts at Chennai shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
- b) Any litigation arising out of this Agreement shall only be adjudicated before the competent court of law within this jurisdiction of the Hon'ble High Court of Madras.

CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

1. **Definitions and Interpretations:**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby respectively assigned to them except where the context otherwise required:

- 1.1 **“Board”** - The Board means the Board of Trustees of the Port of Chennai, a body corporate as constituted under the Major Port Trusts Act of 1963, represented by its Chairman and as amended from time to time.
- 1.2 **“Employer”** means the Board of Trustees of the Port of Chennai a body constituted under Section (3) of the Major Port Trusts Act of 1963 acting through its Chairman, Deputy Chairman, CE or any other officer nominated by the board and legal successors in title to such person but not (except with the consent of the contractor) any assignee of such person.
- 1.3 **“Chief Engineer / Employer’s Engineer”** means the Chief Engineer of the Chennai Port Trust and his successors.
- 1.4 **“Nodal officer”** means the **Dy.Chief Engineer or Superintending Engineer** an officer appointed by the Chief Engineer in writing who shall direct and supervise and to perform the duties set forth in sub - Clause 3.2 hereof and be in-charge of the works.
- 1.5 **“Tender”** means the contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance – Work order.
- 1.6 **“Letter of Acceptance”, “Work Order”** means the formal acceptance by the Employer.
- 1.7 **“Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Port Trust and

contractor together with the documents referred to therein including the General conditions, Special conditions of contract, specifications, designs, Drawings, Priced Bill of quantities and instructions issued from time to time by the CE (CE) and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- 1.8 **“Contractor”** means the persons or firm or company whose tender has been accepted by the Board and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.
- 1.9 **“Contract price”** means the sum named in the tender subject to such additions, thereto or deductions there from as may be made under the provisions hereinafter contained.
- 1.10 **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the tender.
- 1.11 **“A day”** means a day 24 hours from 6 AM to 6 AM the next day irrespective of the number of hours worked in that day.
- 1.12 **“A week”** means seven days without regard to the number of hours worked in any day in that week.
- 1.13 **“A month”** means a month according to Gregorian calendar.
- 1.14 **“Commencement Date”** means the deemed date of commencement of the work pursuant to **Clause – 28 of Section II.**
- 1.15 **“Time for Completion”** means the time for completing the execution and complying with and fulfilling the requirements on completion of the works or any section or part thereof as stated in the contract (or as extended under **Clause – 19 of Section IV**) calculated from the commencement date.
- 1.16 **“Completion Certificate”** means a certificate issued by the Employer pursuant to **Clause – 18 of Section IV.**
- 1.17 **“Retention Money”** means the aggregate of all monies retained by the Employer pursuant to **Clause – 68 of Section III.**

1.18 **Singular & Plural:**

Words importing the singular only also include the plural and vice versa where the context so requires.

- 1.19 **Services/assignment** means the services to be provided by the contractor as detailed in this bid document and terms and conditions brought out in scope of work.

2.0 Interpretation:

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The CE or his representative will provide instructions clarifying queries about the Conditions of Contract.

3. Appointment of Assistants

- 3.1 The CE or his representative may appoint any number of persons to assist the CE's representative in carrying out his duties under Sub-Clause 1.4. He shall notify to the contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant or workmanship as being in accordance with the contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the CE's representative .

3.2 Instructions in Writing

Instructions given by the CE shall be in writing, provided that if for any reason the CE considers it necessary to give any such instruction orally, the contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the CE, whether before or after carryout of the instruction, shall be deemed to be an instruction within the meaning of this Clause. Provided further that if the contractor, within 7 days, confirms in writing to the CE's any oral instruction of the CE and such confirmation is not contradicted in

writing within 7 days by the CE, it shall be deemed to be an instruction of the CE.

The provisions of this Clause shall equally apply to instructions given by the CE's representative and any assistants of the CE or the CE's representative appointed pursuant to Sub-Clause 3.1.

4 Contract documents:

4.1 Language(s) and Law

The Language, in which the contract documents shall be drawn up, shall be in English.

The Law of India shall apply to the contract and the contract shall be construed according to the said Law. No suit or other proceedings relating to the contract shall be filed or taken by the contractor in any Court of Law, except at Chennai.

4.2 The contractor shall take instructions only from the CE, or subject to the provisions of Clause – 3.1, from the CE's representative or his assistants.

5. Wage Records:

The contractor shall, maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirement of the CE and Conciliation Officer, Central Ministry of Labour, Government of India or such other authorized persons appointed by the State Government.

The Contractor shall also exhibit the different notices as required under the contract labour Rules and Regulation made there under from time to time.

6. Bribes, Commission and Corrupt Gifts:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or their behalf to any officer, servant, representative or agent of the Nodal Officer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other

contracts with Employer and also to the payment of any loss or amounts resulting from any such cancellation. Further, the employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor during this or any other contract. Any question or dispute as to the commission of any offence under the present clause shall be settled by the CE, in such manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the contractor.

The tender involves an obligation of secrecy and the commission by the contractor, his agents, servants of sub-contractors or their agents or servants of any offence under the Indian Official Secrets Act, 1923, or any statutory modification or re-enactment thereof will apart from any criminal liability constitute a breach of the contract.

7. Change in constitution:

Where the contractor is a partnership firm, prior approval in writing of the CE shall be obtained before any change is made in the constitution of firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership, the firm would have the right to carry out the work hereby undertaken by the contractor.

8. Certificate and payments:

- 8.1 The contractor shall submit to the CE or his representative on or before the 10th of each month, a statement on the standard printed form to be had on application, showing the estimated contract value of the item wise quantities (of the Bill of Quantities) executed up to the end of the month (if such) value shall justify the issue of an interim certificate and the contractor will be paid monthly on the certificate of the CE, the amount due to him on account of the estimated contract value executed up to the end of the previous month subject to a retention of the percentage named in the tender until the amount retained shall reach the Limit of Retention money / Security Deposit named in the tender. All amount due to the Board by the contractor if

outstanding shall be adjusted from the bills or any amount due to the contractor by the Board by way of outstanding deposits etc.

- 8.2 75% of the net amount of interim or running bill shall be paid by the employer within ten days from the date of submission of interim or running bill certificate and the balance within thirty days from the date of submission of interim certificate or running bill.
- 8.3 The date on which a ECS payment is made to the contractor by the Employer will be considered as the date of payment for all purposes. Delay in making such payments by the Employer due to exceptional circumstances shall not nullify or vitiate in any way or other, the conditions of the contract and the contractor shall have no claim on this account.
- 8.4 The CE may given any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have the power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction.

8.5 Deleted

8.6 Deleted

8.7 Discharge

Upon submission of the Final Statement, the Contractor shall give to the CE, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause - 8.8, has been made and the performance security referred to in Sub-Clause - 32 of Section I, if any has been returned to the Contractor.

- 8.8 Within 30 days after receipt of the Final Statement, and the written discharge, the CE shall issue to the Contractor a Final Certificate stating:
- a) the amount which, in the opinion of the CE, is finally due under the Contract, and

- b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause -23 of Section - III, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

8.9. Time limit for payment of final bill:

The contractor's final bill shall be passed for payment within three months after the issue of Taking over certificate by the CE provided the contractor has fully complied with the requirements under the contract. If the amount payable under any running bill is not sufficient to cover deductions to be made under the contract, the balance outstanding shall be paid by the contractor in cash within fifteen working days from the date of receipt of the written notice issued in this regard by the CE. After the payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

8.10. Set off clause:

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Port and set off against any claim of the Port for the payment of a sum of money arising out of or under any other contract made by the contractor with the port.

8.11 Cessation of Employer's liability:

The Employer shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the maintenance certificate under this clause.

8.2 ECS Payment:

The tenderers are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service) only.

Hence the tenderers are advised to submit the following particulars (of their bank A/C), in the tenderer's letterhead duly endorsed by their Bank Branch Manager.

1. Name of the Bank , Branch and full postal address.
2. Account Number
3. MICR Number.
4. Type of Account
5. IFSC Number
6. GST Registration Number
7. Copy of Pan Card
8. TIN Number
9. EPF Regn. No
10. ESI Regn.No

8.3 The CE may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have the power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction.

9. Care and Diligence

The bidder shall exercise all reasonable care and diligence in the discharge of all contractual duties to be performed by them under this contract and shall be fully responsible to the employer for the proper, efficient and effective execution of their duties.

10. Taxes and Duties

The contractor shall pay all taxes, GST levy, duty which they may be liable to pay to the State of Tamil Nadu and 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 the work. The contractor 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. and imposition of new taxes, levy, duty, etc. shall not be ground or an excuse for claiming any extra or additional costs nor a ground or excuse for extension of time for completing the work. All such

payments to be made by the contractor are deemed to have been included / considered while quoting the proposal (except GST) which will be reimbursed as applicable over the quoted price.

11. Confidentiality

The contractor shall treat all the documents and information received from employer or CE, submitted to employer or CE and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The contractor shall not divulge any such information without the prior written permission of Employer authorities.

12. Suspension of Services

If any of the following events shall have happened and be continuing, then Employer may, by written notice to the contractor, suspend in whole or in part, payment due thereafter to the contractor under the contract.

- a) A default shall have occurred on the part of the contractor in the execution of the contract.
- b) Any other condition which makes it unable for either party by reason of “force majeure” as referred to in Clause No.15 to successfully carry out the assignment/s or to accomplish the purpose of the contract.

13. Termination of Services:

13.1 Termination of services by Employer.

If any of the following events shall have happened and be continuing, then employer may, by written notice to the contractor, terminate the contract.

- a) Any of the conditions referred to in Clause No.12 shall continue for a period of 14 days after Employer shall have given written notice to the contractor of the suspension of payment to the Agency under the contract.

- b) In any event, employer may terminate the contract any time giving not less than 30 days (Thirty days) prior notice to the contractor.

13.2 Termination of the services by the Contractor:

The contractor shall promptly notify employer in writing of any situation or of the occurrence of any event beyond the reasonable control of the contractor which makes it impossible for the Agency to carry out its obligations hereunder. Upon confirmation in writing by employer of the existence of any such situation or event, or upon failure of employer to respond to such notice within 15 (Fifteen) days of receipt thereof, the contractor shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the contractor may thereupon terminate the contract by giving not less than 30 (Thirty) days prior written notice thereof.

14. Termination procedure:

- a) Upon termination of the Contract under Clause-13 or receipt of notice of termination under Clause-13.1 or giving notice of termination under Clause-13.2 the contractor shall take immediate steps to terminate the services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the contract (unless such termination shall have been occasioned by the default of contractor), the contractor shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

15. Force Majeure :

- a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14(Fourteen) days after its occurrence, such obligations of the party as it is unable

to perform by reason of the event, shall be suspended for as long as the inability continues.

- b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.
- c) The term “Force Majeure” as employed herein, shall mean “Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth Quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome”.

16. Responsibility of contractor during the assignment:

During the validity period of the services, the contractor shall hold discussions with the Officer in Charge for efficient discharge of its duties and submit the relevant documents/information as per the tender provisions.

17. Facilities to be made available to contractor:

Necessary room facilities for changing their uniforms and keeping their personal belongings will be provided free of cost by the Port Trust

18. Completion Certificate:

When the whole of the Works have been fully completed and have satisfactorily Completion prescribed by the Contract, the Contractor may give a notice to that effect to the CE. Such notice shall be deemed to be a request by the contractor for the CE to issue a completion Certificate.

The Employer/ CE shall issue to the Contractor a completion Certificate subject to satisfactory completion of the Contract as per the Terms and Conditions of the Contract and to the satisfaction of the CE

19. Extension of time:

The Employer at his discretion may extend the contract for further period. The execution of the work during the extended period also,

shall be only under the conditions and at the rate specified in the contract.

The grant of such extension of time will not bestow on contractor any right to claim compensation or extra payment at a future date whatsoever. No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

20. NOTICE

20.1 Notice to Contractor

All certificates, notices or instructions to be given to the Contractor by the CE under the terms of the Contract shall be sent by post, e-mail or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose and or the Local office at Site of Work.

20.2 Notice to Employer and CE

Any notice to be given to the Employer or to the Nodal Officer under terms of the Contract shall be sent by post or left at their following address:

CHIEF ENGINEER
ENGINEERING DEPARTMENT
CHENNAI PORT TRUST
No.1, RAJAJI SALAI
CHENNAI – 600 001.

21. Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the CE, and the CE may do so by prior notice to both parties.

22 Insurance

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the contract period for the personal injury or death which are due to the

Contractor's risks. Personal injury or death-Insurance is to be taken for all staff and employees employed in the project

- 21.2 Policies and certificates for insurance shall be delivered by the Contractor to the CE or his representative for the CE or his representative's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 21.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 21.4 Alterations to the terms of insurance shall not be made without the approval of the CE or his representative. Both parties shall comply with any conditions of the insurance policies.

CHENNAI PORT TRUST

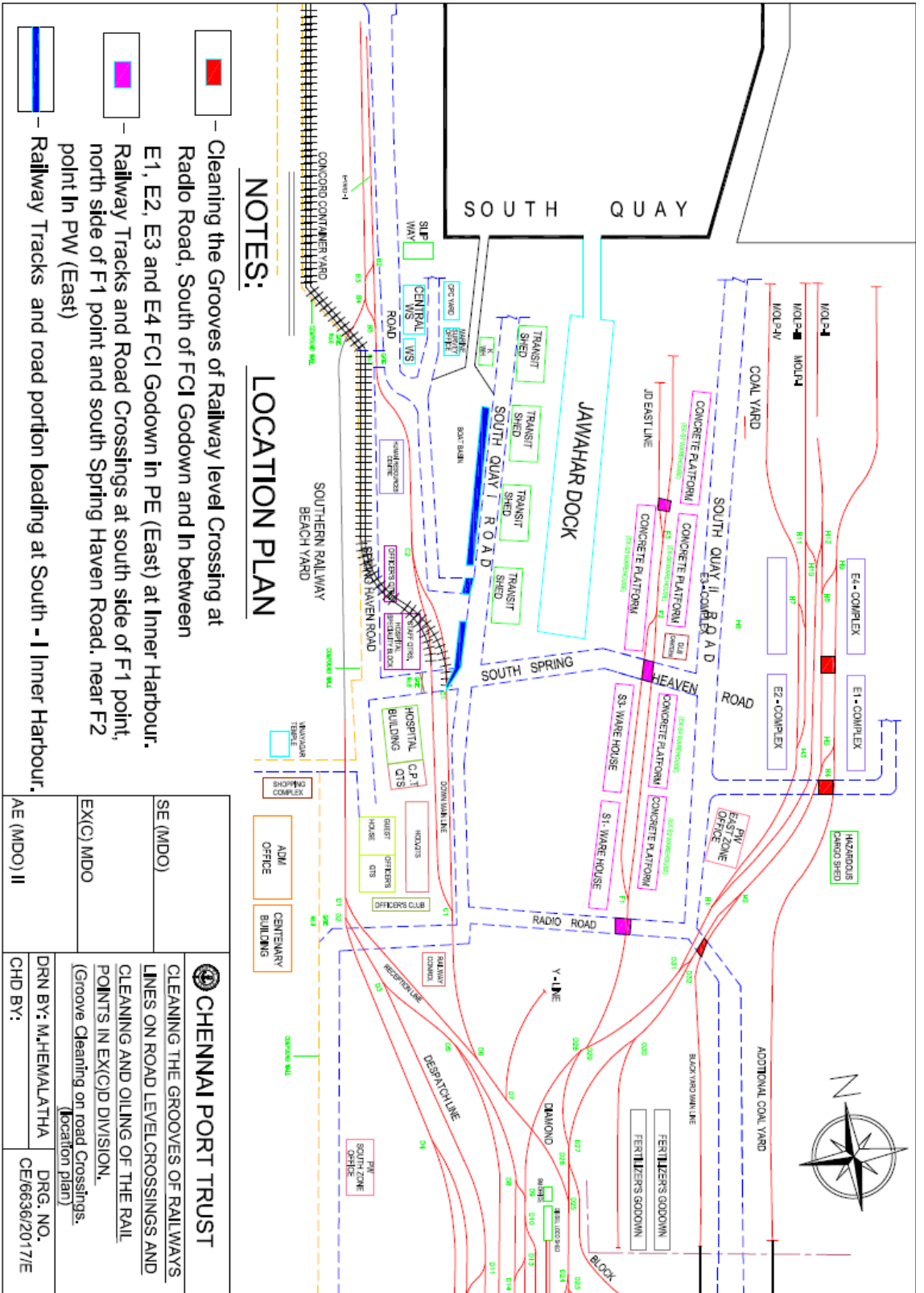
**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION**

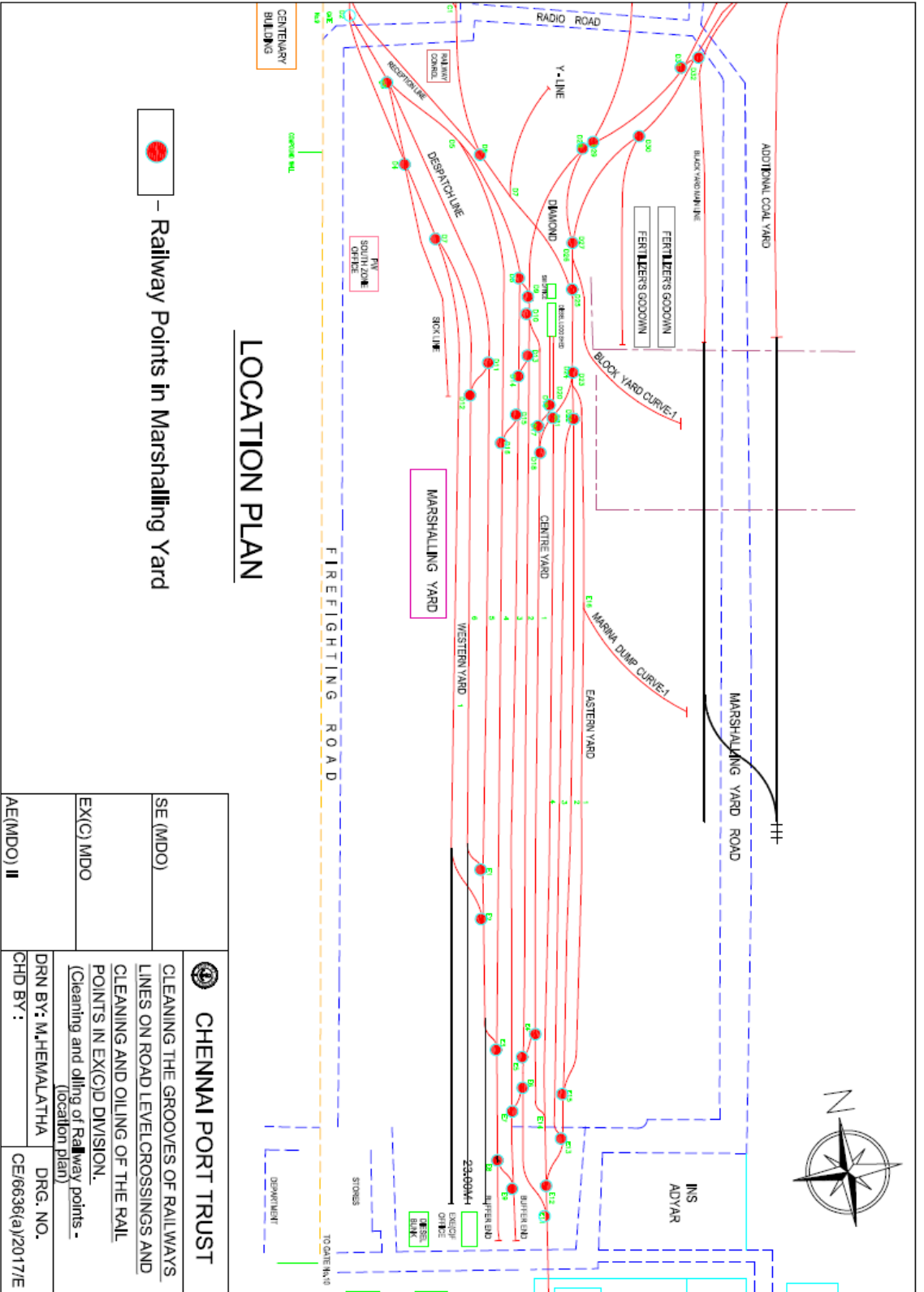
SECTION - V

Schedule of Drawings

1. No. CE/ 6636 /2017/E Annual Contract for cleaning the grooves of railway lines on road level crossings and cleaning & oiling of the rail points in Ex©D division_**(Groove Cleaning on road Crossings - Location Plan)**

2. No. CE/ 6636 (a) /2017/E Annual contract for cleaning the grooves of railway lines on road level crossings and cleaning & oiling of the rail points in Ex©D division_**(Cleaning & Oiling of Rly points - Location Plan)**





– Railway Points in Marshalling Yard

LOCATION PLAN

SE (MDO)	CHENNAI PORT TRUST CLEANING THE GROOVES OF RAILWAYS LINES ON ROAD LEVELCROSSINGS AND CLEANING AND OILING OF THE RAIL POINTS IN EX(C)D DIVISION. (Cleaning and oiling of Railway points - (location plan))	DRG. NO. CE/6636(a)/2017/E
EX(C) MDO		
AE(MDO) II	DRN BY: M.HEMALATHA	
	CHD BY :	

FORM OF CONTRACT AGREEMENT

(To be executed on Rs.100/--non-judicial Stamp Paper)

[The successful Tenderer shall fill in this form in accordance with
the instructions indicated]

This CONTRACT AGREEMENT is made

This _____day of _____(month) **TWO THOUSAND AND SEVENTEEN** BETWEEN

1. The Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act 1963, as Amended thereafter, under the Laws of India and having its principal place of business at No.1 Rajaji Salai, Chennai – 600001. (hereinafter called “the Port”) and

2. _____ [incorporated under] the laws of [country of contractor] and having its principal place of business at [address of contractor] (hereinafter called “the (contractor)”).

Whereas the Employer invited Tenders against Tender no.**T/WMA4/ 57 /2017/E** for execution of “**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EX©D DIVISION**” viz. and has accepted a Tender by the Contractor in accordance with the supply/delivery schedules, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies) [hereinafter called “the Contract Price”]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.

2. The following documents shall constitute the contract between the Employer/Board and the contractor, and each shall be read and construed as an integral part of the contract:

1. This contract Agreement;
2. General conditions of contract

3. Technical requirement (including schedule of requirements and Technical specification, drawings)
4. Notice Inviting Tender
5. The contractors bid and original price and delivery schedules
6. The employer/Board's notifications of award
7. Other documents

AND WHEREAS

CHENNAI PORT TRUST accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with CHENNAI PORT TRUST that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the CHENNAI PORT TRUST does hereby agree with CONTRACTOR that CHENNAI PORT TRUST will pay to contractor the respective amounts for the work actually done by him and approved by EMPLOYER as per payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to CHENNAI PORT TRUST for the services rendered by CHENNAI PORT TRUST to Contractor as set forth in CONTRACT and such other sums as may become payable to CHENNAI PORT TRUST towards loss, damage to the

CHENNAI PORT TRUST's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of the contract governing law country] on the day, month and year indicated above.

For and on behalf of and by authority from the Chairman of the Board of Trustees, under section 34(1) of the Major Port Trust Act 1963.

Signed:

in the capacity of Chief Engineer, Chennai Port Trust, Chennai

In the presence of

Witness:

- 1.
- 2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

- 1.
- 2.

CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EX©D DIVISION

CONTENTS OF QUALIFICATION QUESTIONNAIRE

Form I	:	Letter of application
Form II	:	Annual Turnover Data
Form III	:	Summary of current contract Commitments / works in progress
Form IV	:	Experience in Any House keeping in Office for the last 7 years.
Form V	:	Equipment proposed for the work
Form VI	:	Personnel / Staff proposed for the work
Form VII	:	Proposed Site Organisation
Form VIII	:	Additional Information
Form IX	:	E- payment
Form X	:	GST Registration Number
Annexure-I	:	Form of Declaration
Annexure - II	:	Indemity Bond Undertaking Proforma For 'PF'
Annexure - III	:	Indemity Bond Undertaking Proforma For 'ESI'

(To be uploaded online)

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION**

FORM – I

FROM

TO

THE BOARD OF TRUSTEES,
Chennai Port Trust.
Rajaji Salai, Chennai 600 001

Sirs,

Being duly authorised to represent and act on behalf of
..... hereinafter called “The
tenderer” and having reviewed and fully understood all the qualifying
information provided, the undersigned hereby applies to be qualified under
Cover-I for **“ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY
LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION”**

2. Attached to this letter are copies of documents defining
 - (i) The tenderer’s legal status
 - (ii) The Principal place of business and
 - (iii) The place of incorporation or the place of Registration.

3. (i) This tender (Under Cover-I and Cover-II) is made in the full understanding that contents of Cover-I will be subject to verification of all information submitted therein along with the tender and authorise Chennai Port or its authorised representative to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application.
 - (ii) We understand that the Employer reserves the right to:

- (a) amend the scope of the tender and value of contract under this work.
 - (b) reject or accept any tender, cancel the tendering process and reject all tenders
 - (iii) We agree that the Employer will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
4. The undersigned declare that the statements made and the information provided in the duly completed Cover-I details are complete, true and correct in every detail.

Signature
(Authorised Signatory)

CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION

FORM - II

TURNOVER OF THE FIRM

(FINANCIAL CAPABILITY)

(A) Net worth & Average Annual Turnover of the Bidder

Net Worth	Turnover			
Year 1	Year 1	Year 2	Year 3	Average

Instructions:

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for).

Year 1 will be the Financial Year **2013-14**. Year 2 shall be the year immediately following Year 1 and Year 3 shall be the year immediately following Year 2.

The Bidder shall provide audited Annual Reports for the last three years (Balance sheet, Profit and Loss statements, auditors reports (incase of companies / corporation) etc. to be issued by CA for the company) as required under this Bid Document.

Net worth & Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

(B) (Here specify proposed sources of credit line to meet the Cash flow demand for the work)

Source of Credit line	Amount

There should be a letter from the Bank mentioning that line of credit offered is specifically for this work/contract.

NOTE: If the Tenderer intends to meet the “Cash Flow Demand” for the project through their internal resources without availing the loan of credit, a specific mention to be made to this effect and proof for such resources shall be enclosed.

Certified by C.A

Signature
(Authorised Signatory)

(To be uploaded online)

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION**

FORM – III

Summary of Current Contract commitments / Works in Progress.

Name of Contract and client	Value of work	Value of pending Work	Completion Date	
			Scheduled	Estimated

NOTE :

Tenderer shall provide information on their current commitment on all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which, full completion certificate has yet to be issued.

Signature
(Authorised Signatory)

(To be uploaded online)

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EXOD DIVISION**

FORM -IV

Experience in **any railway track maintenance works** in the last 7 years.

Name of the work	Name of the Employer	Value of work on completion	Contract period		
			Date of commencement	Date of Actual completion	Scheduled completion period

Note: Each item / contract listed under the above columns shall be supported by documentary evidence / Performance certificate issued by the competent authority to be notarized, scanned and uploaded, subject to production of the originals when demanded.

Signature
(Authorised Signatory)

(To be uploaded online)

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EXOD DIVISION**

FORM V

No Equipment is required in this proposal.

(To be uploaded online)

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION**

FORM – VI

Not Applicable.

Signature
(Authorised Signatory)

(To be uploaded online)

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION**

FORM – VII

Proposed Site Organisation

Not Applicable

Signature
(Authorised Signatory)

(To be uploaded online)

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION**

FORM VIII

Additional Information

Please add any further information that you consider to be relevant to the evaluation of your application for qualification. If you wish to attach any other documents, please list below.

Tenderers should not upload the testimonials, certificates and publicity material with their applications. They will not be taken into account in the evaluation of qualifications and will be discarded.

(To be uploaded online)

CHENNAI PORT TRUST

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION**

FORM - IX

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

- 1 Name and full address of the beneficiary
- 2 Credit Account No.
(Should be full 14 digit)
- 3 Account Type
(SB or CA or OD)
- 4 Name of the Bank
- 5 Branch
Full Address with telephone No)
- 6 MICR code
(Should be 9 digit)
- 7 Telephone/Mobile/ Fax No. of Telephone:
The beneficiary Mobile :
Fax
- 8 Photostat copy of a cheque

Signature
(Authorised Signatory)

Verified the details furnished by the party and it is ascertained that the information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD/ with seal

(To be uploaded online)

CHENNAI PORT TRUST

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX©D DIVISION**

FORM-X

GST

As required under the GST Act, Chennai Port Trust has obtained **GSTIN Provisional ID No. 33AAALC0025B1Z9**, All the venders of CHPT including contractors, suppliers, consultants and other service providers shall furnish the GSTIN ID of CHPT in the invoices/ bills raised on CHPT with effect from 01.07.17. The tenderer shall furnish the following details along with a photocopy of the registered GSTIN No. while submitting the quotation document.

S.No	GSTIN Details	Data to be filled up
1	Name of the Firm	
2	Type of Vender whether registered under GSTIN or not	Supplier of Goods/ Supplier of service/ Both (Tick relevant)
3.	Whether registered under	YES/ NO
4	Name & Address as registered in GSTIN	
5	GSTIN No. [copy should enclose]	
6	State of registration of GSTIN	
7	Status of GSTIN Registered customer whether SEZ/ EOU/DTA/ Govt/ Local Authority	
8	PAN No	

	[copy should enclose] *	
9	Mobile No/ Fax No.	
10	e-mail id	
11	Contact person	
12.	Contact Landline NO.	

Seal and Signature

(To be uploaded online)

Annexure-1

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

The Chief Engineer
Chennai Port Trust
No. Rajaji Salai
Chennai 1

Sub: Annual contract for cleaning the grooves of railway lines on road level crossings and cleaning & oiling of the rail points in Ex©D division

Ref: Tender No. T / WMA4/ 57/ 2017 / E

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

(a) The information furnished in our bid is true and accurate to the best of my knowledge.

(b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.

(c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

(d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

(e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No._____is full and final for all legal / contractual obligations [delete if not required].

Date:

Place:

Name of the applicant:

Represented by (Name & capacity):

Annexure-2

(on Rs.100/- Stamp paper to be typed in double spacing)

INDEMNITY BOND UNDERTAKING PROFORMA FOR 'PF'

(To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

Board of Trustees of Chennai Port Trust

Sub: 1. Work order No. _____ dt: _____

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, thisdayof.....20... by Messers _____ herein after called 'The contractors' (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the firm and their or his respective heirs, executors and administrations its successors and assigns in law) in favour of "The Board of Trustees of Chennai Port Trust", a body corporate under Major Port Trusts Act 1963, as amended by Major Port Trust (Amendment) Act 1974 and having its principal place of business at No.1 Rajaji Salai, Chennai - 600001. hereinafter called "Employer" (which expression shall include its successors and assigns in law)

Whereas the Employer, desirous of having executed certain work specified in the work order no. _____ dt. _____ issued by the Employer on the contractors: has caused drawings, specifications and bill of quantity showing and describing the work to be done prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the contractors have agreed with the Employer to execute and perform the said work specified in the said work order upon certain terms and conditions provided in the agreement executed between the contractors and the Employer and also contained in the General Conditions of contract attached thereto

AND WHEREAS the contractors are bound by law to comply with the provisions of various Labour Laws like

State Migrant Workmen(Regulation of Employment and conditions of service) Act 1979,

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Employees State Insurance Act

As also the Provident Fund Act

By the contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the contractors but also the Employer as the principal employer becomes liable for the acts of omissions and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Employer as stated hereinafter.

1. The contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Chennai Port/in other places belongs to Chennai Port where the work is undertaken by the Contractors.

2. The contractors hereby confirm and state that they are duly registered under contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the License obtained by the Contractors from the competent authority to the Employer's representative

3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Employer to supervise the same and confer upon the Employer representative the right to countersign the said register if so required by the Employer. The Contractor shall provide a copy of the pay sheets to the location or his nominee of the Employer nominated by the Employer for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the payment of wages made to the labourers by the contractors and also confer the right on the Employer's representative to supervise the payment of wages to the labourers on the spot whenever required by the Employer.

4. The contractors states that they are fully aware of the provisions of the **Provident Fund Act**, and the rules made thereunder. The contractors hereby confirm that the said act and the rules made thereunder applicable/ not applicable to them since they have employed labourers exceeding_____ at any time and that the labourers so far employed were also on continuous basis or the contractors further confirm in this regard that no worker employed by them is in service for circumstances none of the workers employed by them is in service for circumstances none of the workers employed by them is eligible for **P.F benefits** under the said act. The contractors therefore state that they are exempted from the purview of the said act and the rules made thereunder and they are therefore not required to obtain in separate code.no from the **R.P.F.C**

* Strike out whichever is not applicable

5. The contractors hereby undertake and agree that they will comply to ESI Act for this contract and in event of any claim on account of **P.F** liabilities arising in future, they shall keep the Employer duly indemnified against all losses, damages, charges, expenses, penalties, suites or proceedings which the Employer may incur, suffer or be put to on that account.

6. The contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Employer duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Employer may incur, suffer or be put to.

7. The contractor hereby agree that the aforesaid indemnify undertaking are in addition to and not in substitution of the terms and conditions in the tender documents and the work order and also the agreement executed by the contractors with the Employer.

8. The contractor hereby confirm, agree and record that these terms of undertaking and indemnify shall be irrevocable and unconditional and shall

be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Employer's benefit and for the benefit of its successors and assigns.

9. That all questions, issues dispute and differences between the contractor and the Employer arising under this indemnity bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract dt_____ executed between the Contractors and the Employer.

Date:

Yours faithfully
Contractors Name and Signature
Company seal

In the presence of

Witness: 1
(Full address)
.....

Witness: 2
(Full address)
.....

Annexure-3

(on Rs.100/- Stamp paper to be typed in double spacing)

INDEMNITY BOND UNDERTAKING PROFORMA FOR 'ESI'

(To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

Board of Trustees of Chennai Port Trust

Sub: 1. Work order No. _____ dt: _____

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, thisdayof.....20... by Messers _____herein after called 'The contractors' (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the firm and their or his respective heirs, executors and administrations its successors and assigns in law) in favour of "The Board of Trustees of Chennai Port Trust", a body corporate under Major Port Trusts Act 1963, as amended by Major Port Trust (Amendment) Act 1974 and having its principal place of business at No.1 Rajaji Salai, Chennai - 600001. hereinafter called "Employer" (which expression shall include its successors and assigns in law)

Whereas the Employer, desirous of having executed certain work specified in the work order no. _____dt._____ issued by the Employer on the contractors: has caused drawings, specifications and bill of quantity showing and describing the work to be done prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the contractors have agreed with the Employer to execute and perform the said work specified in the said work order upon certain terms and conditions provided in the agreement executed between the contractors and the Employer and also contained in the General Conditions of contract attached thereto

AND WHEREAS the contractors are bound by law to comply with the provisions of various Labour Laws like
State Migrant Workmen(Regulation of Employment and conditions of service) Act 1979,
Contract labour (Regulation and Abolition) Act 1970,
Workmen's Compensation Act 1923,
Provident Fund Act

As also Employees State Insurance Act

By the contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the contractors but also the Employer as the principal employer becomes liable for the acts of omissions and commission by the Contractors. IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Employer as stated hereinafter.

1. The contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Chennai Port/in other places belongs to Chennai Port where the work is undertaking by the Contractors.
2. The contractors hereby confirm and state that they are duly registered under contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the License obtained by the Contractors from the competent authority to the Employer's representative
3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Employer to supervise the same and confer upon the Employer representative the right to countersign the said register if so required by the Employer. The Contractor shall provide a copy of the pay sheets to the location in charge of the Employer nominated by the Employer for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the payment of wages made to the labourers by the contractors and also confer the right on the Employer's representative to supervise the payment of wages to the laboureres on the spot whenever required by the Employer.

4. The contractors states that they are fully aware of the provisions of the **ESI Act**, and the rules made thereunder. The contractors hereby confirm that the said act and the rules made thereunder applicable / not applicable to them since they have employed labourers exceeding_____ at any time and that the labourers so far employed were also on continuous basis or the contractors further confirm in this regard that no worker employed by them is in service for circumstances none of the workers employed by them is eligible for **ESI benefits** under the said act. The contractors therefore state that they are exempted from the purview of the said act and the rules made thereunder and they are therefore not required to obtain in separate code.no from the **ESI Corporation**

* Strike out which ever is not applicable.

5. The contractors hereby undertake and agree that they will comply to ESI Act for this contract and in event of any claim on account of **ESI** liabilities arising in future, they shall keep the Employer duly indemnified against all losses, damages, charges, expenses, penalties, suites or proceedings which the Employer may incur, suffer or be put to on that account.

6. The contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Employer duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Employer may incur, suffer or be put to.

7. The contractor hereby agree that the aforesaid indemnify undertaking are in addition to and not in substitution of the terms and conditions in the tender documents and the work order and also the agreement executed by the contractors with the Employer.

8. The contractor hereby confirm, agree and record that these terms of undertaking and indemnify shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives

and shall ensure for the Employer's benefit and for the benefit of its successors and assigns.

9. That all questions, issues dispute and differences between the contractor and the Employer arising under this indemnity bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract dt_____ executed between the Contractors and the Employer.

Date:

Yours faithfully
Contractors Name and Signature
Company seal

In the presence of

Witness: 1
(Full address)
.....

Witness: 2
(Full address)
.....

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES
ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL
POINTS IN EX[©]D DIVISION**

PREAMBLE TO BILL OF QUANTITIES

1. General

The contractor's attention is drawn to the conditions of contract, the specifications and the drawings all of which are to be read in conjunction with the Bill of Quantities hereinafter. Directions and descriptions of work and material given in the other parts of the Contract Documents are not necessarily repeated in the Bill of Quantities.

The total cost of complying with all the provisions, conditions, obligations and liabilities etc. described in the contract and of carrying out the works as specified including, but not by way of limitation, all charges and the rates and prices inserted in the Bill of Quantities hereinafter unless expressly otherwise provided for in the contract. Consequently, the contractor shall have no claim for further or extra payment in respect of any work or rates and prices set against each item are to be for full and / or described in the specification which can reasonably be inferred there from and are to cover the cost of provision of all labour, materials, tools, tackles, plants, equipment, fuel etc. all as per conditions stipulated elsewhere. The firm shall furnish the tax invoice as per GST Act / Rules in the name of Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST separately. The GSTIN of Chennai Port Trust is 33AAALC0025BIZ9.

The Firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable CHPT to avail applicable input tax credit.

Chennai Port Trust shall reimburse the GST component mentioned in the invoice to the Contractor / Supplier / Vendor only to the extent and on reflection of the same under the GSTIN of ChPT in the GST web portal.

Applicable statutory recoveries including TDS under Income Tax, TDS under GST, etc., will be deducted / recovered while accounting for or making payments to the Contractor / Supplier / Vendor as per the applicable laws.

The quantities given in the Bill of Quantities are estimated and provisional with the exception of lump sum items, the basis of payment shall be the actual quantities of work ordered and carried out as measured by the contractor and verified by the Engineer or his representative and valued at the rates and prices specified in the Bill of Quantities, where acceptable and otherwise at such rates and prices as the Engineer may fix within the terms of the contract.

The quantities of work and materials stated in the Bill of Quantities shall not be considered as limiting or extending the amount of work to be done or material to be supplied by the contractor.

The contractor is deemed to be familiar with all site conditions at the Port Site, weather all site investigation records, available means of access and the locality of any existing services and working restrictions due to testing site features or other contractor's works in order to execute the works.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The contractor is deemed to have referred to the relevant sections of the contract documentation and prices incorporated against each item in the Bill of Quantities.

2.0 PAYMENT

Payment shall be made on the recorded measurements and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month, Payment will be made ordinarily once in a month.

3. SPECIFICATION OF WORKS

- 1) Total Number of labours to be posted daily is 12 (for cleaning the level crossings - 9 nos and cleaning and oiling the points- 3 nos (2 Male & 1 Female)) on all days excluding holidays, Sundays and closed holidays irrespective of wagon movements.
- 2) The total area of the road portion (Level crossings area) to be cleaned is **1890 M²(Approx.)** and cleaning and oiling of Railway points are **45 nos** daily.
- 3) The nose mask , Polythene hand gloves, apron jackets shall be issued by the contractors at their own cost wherever necessary.
- 4) The Contractor should maintain a muster roll in the prescribed form and should get the acknowledgement from the Trust's official daily. Necessary Supervisory staff will be posted by the contractor to supervise the work

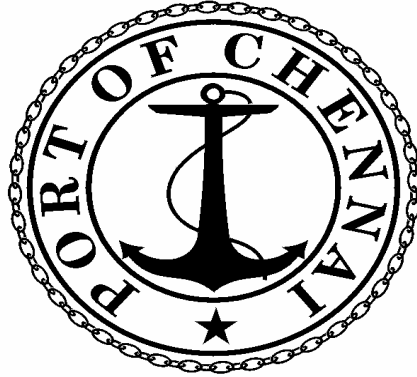
daily and checking will be done by the Trust's Official to see that all the labours are working from morning to evening.

- 5) All brooms, brushes and other cleaning tools required for this work will be supplied by the contractor at their own cost.
- 6) The Contractor should pay the wages to the labourers on or before 9th of every month. In case of any complaint received from the labourers regarding non payment / short payment/ delayed payment of wages, action will be initiated to pay the wages departmentally from any money due to the contractor as per the contract labour (Regulation, Abolition) Act,1960.
- 7) If the contractor fail to pay on or before due date the contract will be terminated.
- 8) The proportionate amount will be recovered from the running bills for non-posting of labours & Staff to the work by the contractor.
- 9) The above recovery is applicable only when the day is considered for payment and the contractor engaged lesser labour than the prescribed numbers

GENERAL NOTES

- 1 The contractor is advised to inspect the site before accepting the rates.
- 2 The rates are inclusive of all labours for carrying out the work and also all taxes, levies, duties and other charges., etc.,**(excluding GST)**
- 3 The contract period **is 365 days**
- 4 The work is to be carried out without any hindrance to the normal working in that area.
- 5 The payment will be made once in a month only after the satisfactory completion of the work.
- 6 All the roads (Rly level crossings) should be cleaned and cleaning & oiling of points should be done daily on all days except holidays, Sundays and closed holidays irrespective of wagon movements. However, whenever it is required or if any emergency occurs the tenderer has to engage the labours for smooth running of wagons. In addition, the areas should be cleaned as and when there is any spillages and falling of dust etc., due to wagon movements. The areas mentioned should always be kept in clean and tidy condition to the satisfaction of the Chief Engineer or his representative.

- 7 Labours to be posted everyday for cleaning and maintaining the roads (level crossings and oiling without fail. if any area found not cleaned to the satisfaction of the Chief Engineer or his Representative, an amount indicated in the specification of work will be deducted as penalty for non-posting of labour for the work from the bill accordingly.
- 8 If the performance of the contractor is not satisfactory or not upto the expectation of the Chief Engineer or his representative, the contract will be terminated forthwith and the payment, if any, will be made proportionately for the period worked and the items of work attended.
- 9 The contractor to whom this work is awarded, should only carryout this work. He should not sell (or) sublet this work to any one and he should not engage "power of Attorney" holders to carryout this work.
- 10 For further details of tenderer may contact the Trust Executive Engineer (C) D during office hours. Tel. No.25312546.



Tender No. T/WMA4/ 57/2017/ E

**ANNUAL CONTRACT FOR CLEANING THE GROOVES OF
RAILWAY LINES ON ROAD LEVEL CROSSINGS AND
CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION**

THROUGH E-PROCUREMENT MODE

Volume - II

(Price Bid)

Due Date of online submission : 15.00 Hrs. on 30.10.17

Due Date & Time of bid opening : Intimated Later

CHENNAI PORT TRUST

ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS IN EXOD DIVISION

VOLUME II

Bill of Quantities

(Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal)

Tender Inviting Authority : CHIEF ENGINEER, Chennai Port Trust

**Nature of Work: ANNUAL CONTRACT FOR CLEANING THE GROOVES OF RAILWAY
LINES ON ROAD LEVEL CROSSINGS AND CLEANING & OILING OF THE RAIL POINTS
IN EXOD DIVISION**

Contract No: T / WMA 4 / 57 / 2017 / E

Bidder Name :							
Bill of quantities							
(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
	Sl.No. and Description of work	No.or Qty.	Unit	Estimate d Rate (in. Rs.)	RATE In Figures		A M O U N T
					To be entered by the Bidder	Rs. P	
					Figures	Words	
1.00	Cleaning the grooves of railway track (Broad guage) at level crossings and near by, after chipping the spoil or clotted materials about 150mm thick or as available at site inside the	298	1 day (One day)			Rupees only	

<p>twin rails of running and guard rails in the railway track and clearing the dolomite, limestone, scrap and any other debris / materials from the road portion adjacent to track junction for the movement of railway wagons, locos etc., including clearing away the removed materials to the dustbins kept along the road sides within a lead of 50metres for disposal all as directed at site of work from time to time and as per site condition, including all labour, tools, brushes, equipments etc., complete.</p> <p>Note: Total Nine (9) nos of labours to be posted per day with out fail</p> <p>1. for Cleaning the grooves of Rly Level crossings at radio road, south of FCI Godown and in between E1,E2,E3 & E4 FCI Godown in PW (East) at Inner Harbour- 3 Nos.</p> <p>2. for Cleaning the grooves of railway tracks and road level crossings at south side of F1 point, north side of F1 point and south spring haven road near F2 point in PW (East) area.- 3 Nos.</p> <p>3. for Cleaning the grooves of Rly tracks and road portion leading to south Quay -I at Inner Harbour.- 3 Nos.</p>					
<p>2 Cleaning the permanent way Railway points from stock joints to heel joints and keeping them free from cargo spillage and other obstacles like the dolomite, limestone, scrap and any other debris / materials including clearing the weeds for the crossing portion from stock joint to crossing leg, garbages, water stagnations</p>	<p>298</p>	<p>1 day (one day)</p>			

<p>etc., from rail top on both sides of the rails nearly 2.5m width and also cleaning the points box neatly and oilin gthe point box switch portion for free movement operations of point, without damaging the track and point box. Maintaining the points neatly daily and including collecting and depositing the removed materials in the nearby area (or) as directed at site of work from time to time as per site condition including all labour, tools like pickaxe, shovel, brushes, etc., complete. 3 Nos of labours (2 male, 1 Female) required for this work and should be posted daily with out fail.</p> <p>Note: Waste oil / oil / other material required for the work will be supplied free of cost by the Trust.</p>						
<p>Total in Figures</p>						
<p>Total in Words</p>						