



चेन्नई पोर्ट ट्रस्ट
CHENNAI PORT TRUST
MATERIALS MANAGEMENT DIVISION

TENDER NO. : EGA-181003
BID SUBMISSION CLOSING DATE : 27/02/2018 AT 15.00 Hrs
TENDER OPENING DATE : 28/02/2018 AT 15:00 Hrs
EMD (Bid Security) : Rs. 46,750/-

Pre bid meeting will be held on 12/02/2018. The bidders are requested to attend the pre bid meeting for clarifications about online bidding.

TENDER for the
SUPPLY OF BIO-DIESEL
THROUGH e –PROCUREMENT ON WEBSITE
eprocure.gov.in

Chief Mechanical Engineer

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CHENNAI PORT TRUST
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

Materials Management Division
e-Procurement Through Online

TENDER NO: EGA-181003

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERER
TENDER SHALL BE SUBMITTED THROUGH ONLINE BIDS IN TWO COVER
SYSTEM

INSTRUCTIONS TO TENDERER

- 1)
 - i) GST Registered Tenderers are only eligible to participating the Tender.
 - ii) Tender / Bid shall be accepted through online mode and no manual submission shall be entertained.
 - iii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before **due date of closing time 27/02/2018 at 15:00 Hrs.** The tender received after the due date and time will not be entertained.
 - iv) Tender Document can be submitted online only in the designated two cover system on the e-tender website **eprocure.gov.in** on or before the due date. The time of opening of technical bid will be on **28/02/2018 at 15:00 Hrs.**
 - v) Pre-bid meeting will be held on **12/02/2018**. The bidders are requested to attend the Pre-bid meeting for clarification about on line bidding.
 - vi) Tenderer should submit the tender as per specification indicated in Schedule-A and in accordance with the instructions to tenderer i.e., General Rules and Directions for the guidance of Tenderer, Special Conditions of Tender- Schedule-‘B’ and General Conditions of Contract – Schedule ‘C’.
- 2)
 - i) The amount of Earnest Money Deposit (Bid Security) is **Rs.46,750/-**
 - ii) Tenderers can down load the Tender Documents from Website free of cost. EMD (Bid Security) should be in the form of Account Payee Demand Draft / Fixed Deposit Receipt/ Banker’s Cheque / Bank Guarantee from any of the Commercial Banks / payment online in an acceptable form drawn in favour of “The Chairman, Chennai Port Trust” payable at Chennai. The original financial single instrument towards EMD (**in sealed cover superscribed “EMD for Tender No. EGA-181003 SUPPLY OF BIO-DIESEL**) is to be sent to The Chief Mechanical Engineer, Materials Management Division, III floor, Chennai Port Trust, Rajaji Salai, Chennai-1 so as to reach this office on or before the closing date and time.
 - iii) Tenderers registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department for the exemption of EMD (Bid Security) shall send scanned copy in accordance with the Condition No.11 (a) and (b) of General Rules and Directions for the guidance of Tenderer

3) COVER – I DETAILS: TECHNICAL AND COMMERCIAL

This shall contain scanned copy of the following.

- i) Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Bank / online payment for EMD (Bid Security).
- ii) Certificate for exemption of EMD (Bid Security) as per Condition No:11(a) & (b) below
- iii) Documents required as per Pre Qualification Criteria such as proof of manufacturer / dealer, executed purchase order copies, relevant invoice copies /acceptance report etc as per SCHEDULE – A of the Tender Document.

4) COVER – II DETAILS: PRICE BID (BOQ)

Price Schedule.

Price should be quoted in original Price Schedule (BOQ).

5) EVALUATION PROCESS:

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 (Bid Security) (wherever applicable).
- 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 ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the Port Trust without communication with the Qualified Applicant). 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 eligibility criteria of General rules and directions for the guidance of the Tenderer.
- j. A Tender that is substantially responsive is 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 Applicants 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.
 - m. The **Financial evaluation** of the Tender will be based on the Base price of supply of goods or services or both excluding the applicable GST.
- 6) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical 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. Hence, tenderers shall submit advance stamp receipt for return of EMD to the Disqualified tenders immediately.
 - 7) 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 time and date.
 - 8) The tenderers should specifically note that they should send their offer in line with all conditions Covered in schedule A, B and General Rules and Guidance in all respects, so as to finalise the tender at the shortest period and also this will facilitate to return the EMD to the unsuccessful tenderers at the earliest. The offers with deviation in any of the conditions will be summarily rejected and no further correspondence regarding the clarification will be made after opening of the tender.
 - 9) a) The price quoted by the tenderer must be firm and should hold good at least for 120 days from the date of opening of the Tender.
b) The successful Tenderer has to produce original documents for verification before placement of order.
 - 10) The person whose tender or any portion of whose tender is accepted he must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the Chief Mechanical Engineer at his discretion, deposit a Security of 5% of the total value of the contract as mentioned below.
 - (i) Tenderer shall furnish Security Deposit (Performance Security) in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Bank / online payment and in the event of the security deposit exceeding Rs.5 Lakhs, the total amount or the amount in excess of Rs.5 Lakhs be deposited, in the form of Bank Guarantee issued by any Scheduled Bank / Nationalized Bank enforceable and encashable at Chennai. The Bank Guarantee without the provision for enforcement and encashment at Chennai cannot be accepted. However the outstation Bank Guarantee without provision for enforcement and encashment at Chennai can be accepted only in exceptional cases provided if the firm is willing to pay a non-refundable sum of Rs.10,000/- (Rupees Ten Thousand only). This aspect should be confirmed in the Tender.

- (ii) The deposits in any manner suggested above shall be to the extent of five percent of the total amount of the accepted tender towards security for the due fulfillment of the conditions of Contract and Tenderer must execute an agreement in the form here to annexed.
- (iii) GUARANTEE BOND shall be executed in the form hereto annexed within 30 days from the date of execution of the agreement, failing which the agreement is liable to be treated as null and void. On receipt and acceptance by the Board of full deposit in any manner aforesaid and on execution of agreement Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded. In the case of un-successful Tenderers Earnest Money will be returned as soon as possible after the final decision of awarding the contract.
- (iv) The EMD amount of successful tenderer will be adjusted towards the security deposit only on the request furnished by the successful tenderer in writing for the particular tender only.

Alternatively, the successful Tenderer shall where his tender is accepted furnish security as specified above for 5% of the value of the contract after giving a credit to the amount deposited by him as Earnest Money. The Earnest Money shall retain its character as such till the agreement is signed by the Tenderer and the Security Deposit is accepted by the Board.

11)

- (a) It is to be specifically noted that this tender does not come within the purview of the system of registration of approved suppliers in vogue with the Trust and as such firms who are registered as an approved supplier are required to pay the Earnest Money Deposit to participate in this tender in accordance with clause No.2 above. No relaxation with regard to payment of Earnest Money Deposit and Security Deposit will be made on the ground that the Tenderers are on the approved list of D.G.S. & D. Railways etc. However, tenderers registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from the payment of EMD (Bid Security) provided a Photo copy of the Certificate from the registering authority. No relaxation is allowed with regard to payment of Security Deposit (Performance Security).
- (b) The MSME, NSIC etc. certificates required to be submitted as per the condition above should contain all the items in the Tender and even if any one of the tendered item is not covered in the Certificate, the offer is liable for rejection. Since the permanent certificate issued is stated to be valid for a period of 2 years only from the date of issue and in such cases validated certificate copy in the manner prescribed should be submitted along with the quotation.

12) Whereas a person whose tender has been received on behalf of the board intimates the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender, or goes behind the clarification made before the Chief Mechanical Engineer or the Tender Committee appointed to scrutinize the Tender in respect of the terms of the Tender or

withdraws the tender before receipt of final acceptance where a person whose tender has been accepted fails

- a) to execute an agreement in such form as aforesaid in respect of all goods or materials for which the tender is accepted within 10 days of such acceptance is made known to him

(or)

- b) to furnish the Guarantee Bond within the prescribed time, the Earnest Money deposited by such persons shall be forfeited and in case the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

Further the Tenderer undertakes if his tender is accepted to enter into and execute when called upon to do so an agreement with such modification as agreed upon and unless and until the formal agreement is prepared and executed this tender together with the written acceptance shall form a binding contract between the Trust and the Contractor.

13) The cost of stamping agreement must be borne by the successful Tenderer.

14) The Chief Mechanical Engineer does not bind himself to recommend for 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.

15) (i) Only such vehicles as are licensed by the Board will be permitted to enter into the Chennai Port Trust.

(ii) Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) Near Anchor Gate Hospital or from the Office of the Materials Management Division, Old Administrative Office Building (Annexe), to gain entry into the Trust's premises if necessary.

16) Tenders will be opened at the Office of the Materials Management Division, III Floor, Old Administrative Building (Annexe), Chennai Port Trust, Rajaji Salai, Chennai-600 001 immediately after the closing time mentioned in the advertisement those who have paid the Earnest Money including those exempted.

17) The Tenderer shall clearly state in his tender the foreign exchange involved if any and if so the country currency and those of the principals involved. "The Tenderer shall also furnish details of credit facilities that could be made available".

18) The **Telegraphic/Telex/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.

19) 100% payment will be made within 30 days from the date of acceptance of supply. To make payment through ECS, furnish the following details :

- a) GSTIN No.
- b) PAN No.
- c) Mobile No
- d) e-mail id
- e) Name of the Bank and Branch details
- f) Account Number (Bank account shall be linked with Aadhar Card for effecting payment)
- g) MICR Number and IFSC code
- h) Type of Account

20) The contract will be finalized on individual item basis. If there is specific mention in the Schedule 'A' of this document to the effect that all the items will be taken together for evaluation purpose and contract will be finalized on single supplier, then this clause becomes nullified.

21) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

22) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.

23) Any misrepresentation of facts (or) furnishing false information by the tenderer are liable to be blacklisted, declaring them ineligible for a stated period of time.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST
Materials Management Division
M&EE Department
SCHEDULE 'A'

SCHEDULE OF SPECIFICATION

TENDER FOR THE SUPPLY OF BIO-DIESEL

Sl.No	ItemCode	Item Description	UOM	Quantity
1	F540541001	Bio-Diesel (B-100) conforming to IS:15607	LR	36000

Pre-qualification criteria.

1. The Tenderers shall be manufacturer / authorized dealer of Bio-diesel.
2. The Tenderers should have supplied bio-diesel
 - (I) A single purchase order of Rs.18.70 lakhs and above (or)
 - (II) Two purchase orders of Rs.11.68 lakhs each (or)
 - (III) Three purchase orders of Rs.9.35 lakhs each

during the last 7 years as on the date of tender opening.

Necessary purchase order copies and invoice copies/acceptance report from the purchaser should be furnished in Cover –I for having executed the order.

N.B.CONDITIONS:

- i) The delivery shall be made in six equal installments i.e. 6000 litres per month.
- ii) The Trust's delivery period is 30 days from the date of purchase order for the first installment of 6000 litres.
- iii) The supply should be made in returnable good condition 200 litres capacity barrels suitable for bio-diesel supply by mentioning manufacturer's name, brand name, product name, volume of content, batch number, date of manufacturing etc.
- iv) Supply to be made at CHPT inside harbour premises and stacking the same carefully as directed at site of work on free delivery basis.
- v) Manufacturers test certificate or the test certificate from a Government / Government recognized / Government Registered / Approved test house or lab confirming to IS:15607 shall be submitted alongwith each supply.

Chief Mechanical Engineer
Chennai Port Trust

CHENNAI PORT TRUST

SCHEDULE – ‘B’

SPECIAL CONDITIONS OF TENDER AND SUPPLY.

- 1)
 - a. The prices quoted for each goods shall be mentioned with its Description of goods, HSN Code, Unit of measurement, price per unit of measurement, rate of applicable SGST / CGST / IGST in percentage only.
 - b. The prices quoted for each service including insurance, packing & forwarding and any other expenses involved in the execution of the contract or supply of goods or services or both as per the tender conditions shall be mentioned with its description of service, Service accounting code (SAC), Unit of Measurement, Price per unit of measurement, rate of applicable SGST / CGST / IGST with percentage only.
 - c. The Trust will not provide Form ‘C’ or ‘D’ under the erstwhile CST Act. The Contractor / Vendor /Supplier of goods or service or both shall quote the GSTIN of Chennai Port Trust in their Tax invoices issued under GST Acts.
 - d. The firm shall furnish Tax Invoice as per GST Rules in the name of Chennai Port Trust (our GSTIN - 33AAALC0025B1Z9), by mentioning firm’s GSTIN and indicating the amount of GST with percentage separately.
 - e. 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 applicable laws.
 - f. In case of the supplied item / Services/ Contract is not eligible for Input Tax Credit, the GST amount claimed in your Invoice will not be withheld.
 - g. In case of the supplied item is eligible for Input Tax Credit, the GST amount claimed in your Invoice will be paid on request of the firm duly obtaining Indemnity Bond on Rs.100/- Stamp Paper. Otherwise, the GST amount claimed in your Invoice will be paid only on reflection of the GST amount in the account of Ch.P.T on the GST Web Portal.
- 2) In the event of the award of contract, the consignment shall be booked in the name of Deputy Materials Manager(Depots), Chennai Port Trust, Chennai – 600 009.
- 3) The basic prices quoted for the materials offered shall be firm and not subject to any variation at any stage till the completion of the Contract in all respects. This must be clearly stated in the Tender to avoid correspondence.
- 4) The goods offered shall conform to relevant BIS specification wherever applicable. It must be specifically confirmed in the tender whether the goods will be supplied with ISI mark or not.

- 5) Name of the manufacturer of the goods offered shall be specifically stated and the manufacturer's Test Certificate should accompany the supply
- 6) **The goods shall be guaranteed for a satisfactory performance for a period of 18 months from the date of supply or 12 months from the date of installation whichever ever is earlier. A guarantee certificate to that effect should be sent along with the supply.**
- 7) The time of delivery is important and the Trust's preferred delivery period is as indicated in Schedule - 'A'.
- 8) The supplier shall give a programme of the proposed supply of the materials tendered during the total contract period and get it approved by the Chief Mechanical Engineer. In case of Delay in the supply, the Chief Mechanical Engineer shall issue to the supplier a memo in writing, pointing out the delay in the supply and calling upon the supplier to explain the cause for the delay within 3 days of the receipt of the memo. If the Chief Mechanical Engineer is not satisfied with the explanation offered, he may forfeit the Security Deposit and or withhold payment of pending bills in whole or part. The supplier may appeal to the Trust's Chairman against the order of the Chief Mechanical Engineer forfeiting the Security Deposit and withholding of bills within a week of the said order and the decision of the Chairman shall be final and binding on the supplier. If the Security Deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer and such order becomes final, the supplier shall make good the Security deposit or part of such deposit so forfeited within a fortnight thereafter or such further time as the Chief Mechanical Engineer may grant, failing which the Chief Mechanical Engineer may Terminate the contract.
- 9) This clause is applicable where value of purchase order exceeds Rs.1 Lakh.

a) Where the delivery period is less than 4 weeks.

If the supplier fails to complete the supply in all respects within the period specified or within such extended period as may be allowed by Chief Mechanical Engineer, the supplier shall pay or allow the Board a sum equivalent to 1% of the value of the unfulfilled portion of the purchase order price per day, subject to a maximum of 10% of the value of the unfulfilled portion of the purchase order as Liquidated Damages/Late Delivery Charges.

b) Where the delivery period is more than 4 weeks

If the supplier fails to complete the supply in all respects within the period specified or within such extended period as may be allowed by Chief Mechanical Engineer, the supplier shall pay or allow the Board a sum equivalent to ½ % of the value of the unfulfilled portion of the purchase order price per week (7 days) or part thereof, subject to a maximum of 5% of the value of the unfulfilled portion of the purchase order as Liquidated Damages/Late Delivery charges.

- c) In case of part supply, the calculation of Liquidated Damages will be restricted to the incomplete/ undelivered value of supply order subject to the amount of

maximum percentage prescribed in the Liquidated Damages/Late Delivery Charges of the total value of the order.

- d) The Liquidated Damages/Late Delivery Charges shall be deducted from any amount payable to the contractor/supplier including encashment of Bank Guarantee or any securities/guarantees, if any available with the Port Trust.
 - e) If the supplier has delayed/not supplied after giving due notice, the supply order will be cancelled and any additional expenditure incurred by the Trust in procuring such material will be recovered from the supplier for non performance/delay in execution of the supply from the money due or belonging to the supplier with the Board.
- 10) The supply shall be subject to inspection by the Chief Mechanical Engineer or his representative at the Chennai Port Trust Stores or at the firm's works by Trust's Engineer before dispatch and his decision as to the acceptance or rejection of any materials as not conforming to specification and or approved sample shall be final and binding on the tenderer. Such of the materials as are rejected shall be removed by the Tenderer at his own expense and replaced by fresh ones within a reasonable time.
- 11) The Contractor's bill for the supply will be passed for payment and the Contractor will be paid the amount due to him towards the supply of the materials within 30 days. The Contractor shall send an advance stamped receipt along with the bill to avoid delay in payment, failing which the bill will be returned to the Contractor.
- 12) 50% (Fifty percent) of the amount deposited by the Contractor as Security amount under the contract will be refunded after acceptance of the full quantity, the balance 50% being held as deposit until the completion of the Guarantee period specified in clause (6) above. If any defects in the goods are noticed during the guarantee period which in the opinion of the Chief Mechanical Engineer are due to bad materials, defective workmanship, the contractor will be required to replace the goods free of cost to the Trust as the Chief Mechanical Engineer deems necessary or in the event of the tenderer failing to do this within a reasonable time, the Chief Mechanical Engineer may arrange for such repairs to be done and deduct the cost thereof from the amount that may have been spent in excess of the deposit or collect the cost thereof from the guaranteeing bank before discharging the Guarantee Bond without prejudice to the recovery of any amount that may have been spent in excess of the amount recoverable as per the guarantee bond directly from the Contractor.
- 13) It must be clearly understood that the price quoted in the tender are to include everything required to be done by the specification and the conditions of tender and supply for the proper completion of supply although special mention thereof may have been omitted in the specification.
- 14) In the case of tenderer proposing to furnish Bank Guarantee towards security deposit, the same shall be executed within thirty days from the date of execution of the agreement, failing which the contract is liable to be treated as null and void and the Earnest Money deposited by the Tenderer shall be forfeited. The name of the Bank

from whom the Bank Guarantee will be furnished may be indicated in the tender itself or immediately on receipt of the Tender acceptance letter to proceed further with the execution of Agreement. While furnishing the Bank Guarantee, it may be noted that such guarantee issued by any Nationalized/Scheduled Bank in Chennai City, enforceable and encashable at Chennai alone will be accepted. Any deviation to this will not be accepted under any circumstances.

- 15) Payment for the supplies made and accepted will be arranged only after the acceptance of Bank Guarantee Bond, however, the Chief Mechanical Engineer at his discretion can arrange payment for supplies received and accepted, pending receipt of Bank Guarantee after deducting the sum equivalent to the Security Deposit from the firm's bill.
- 16) The Tenders should be complete in all respects so as to enable a decision being taken without calling for clarification on technical aspects or on terms and conditions. If the tenders are incomplete the offer is likely to be bypassed.
- 17) If the tenderer intends to deviate from the above terms of specification or schedule to any extent or to stipulate any special conditions of supply, he must clearly state them in the tender.
- 18) The Chief Mechanical Engineer reserves the right to increase or decrease the quantity to the extent of 25% before completion of contract.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

SCHEDULE – ‘C’

GENERAL CONDITIONS OF CONTRACT

- 1) The goods or materials to be supplied by the contractor shall be of the quality or sort specified and in every respect equal and answerable to the patterns of samples sent with the tender and shall be subject to the approval of the Chief Mechanical Engineer.
- 2) The goods or materials are to be delivered at specified place in the Trust's premises in Chennai or elsewhere in Chennai free of charges to the Board and at the Contractor's risk, in such quantities or numbers at such time and in such manner as the Chief Mechanical Engineer shall from time to time order. The delivery of goods or materials must be completed within such period the period as may be laid down by the Chief Mechanical Engineer. The Contractor shall be at liberty to apply to the Chief Mechanical Engineer within the above period for the extension of time for compliance with an order and the Chief Mechanical Engineer may at his discretion grant such extension as he may deem fit. The decision of the Chief Mechanical Engineer on this point shall be binding on the Contractor.
- 3) Delivery of goods or materials will not be considered complete until such goods or materials have been inspected and passed at the place specified for delivery by the Chief Mechanical Engineer.
- 4) Rejected goods or materials shall be removed by and at the expenses of the Contractor within seven days after notice shall have been given of the rejection. If not so taken away, the Chief Mechanical Engineer may seize the goods or materials to be removed and charge the Contractor with all expenses incurred in such removal.
- 5) The Contract or any part share or interest in it shall not be transferred directly or indirectly to any person whomsoever without the written consent of the Board.
- 6) It shall be lawful for the Chief Mechanical Engineer without giving any notice to the Contractor, to purchase in the open market any goods or materials Covered by the Contract and if such goods or materials are not available to purchase suitable substitute as to which the decision of the Chief Mechanical Engineer shall be final and binding on the Contractor in the event of the Contractor.
 - i) Having delivered goods or materials not of the contracted quality.
 - ii) Having failed to supply goods or materials within the time specified.
 - iii) Having refused or being unable to supply goods or materials Covered by contracts either in whole or in part.

The Contractor shall be liable for any excess in the price paid for such purchase over the contract price and the Chief Mechanical Engineer shall have right to deduct any such excess from the money due or belonging to the contractor with the Board.

- 7) In the event of the breach of any of the provisions of contract by the contractor, the Board shall have the right to terminate the contract summarily.
- 8) In the event of the Board terminating the Contract for breach by the Contractor of any of the provisions thereof the Contractor shall be liable for any loss suffered by the Board up to the time of the termination of the Contract and for any further loss which the Board may suffer during the remainder of the period originally Covered by the contract.
- 9) In the event of the death, insanity insolvency of the Contractor, the Board shall have the right to terminate the contract summarily and to purchase in the open market any goods or materials Covered by the Contract. In this case, the contractor shall not be liable for any excess in the price paid, such purchase over the contract price.
- 10) With every delivery of goods or materials under this contract invoices in duplicate shall be sent by the Contractor to the Receiving Officer who will retain the original copy with him and return the duplicate copy to the Contractor with the actual quantities weights and/or number duly acknowledged thereon after the goods or materials have been inspected and passed as per clause therein before mentioned.
- 11) The Contractor shall submit to the Chief Mechanical Engineer by the first week of every month one single bill for the goods or materials supplied by him under his contract as per invoice, weights or numbers acknowledged by the receiving officer during the previous month with the cost of each article correctly calculated and claimed in the bill at the rates agreed upon under this contract, where upon the bill will be scrutinized and payment made by the Board's Financial Adviser and Chief Accounts Officer ordinarily within one month from the date of receipt of bill.
- 12) It is agreed that should the amount of duty payable on any goods or materials under this contract be increased during the period of this contract whether such increase or decrease shall be on the Board's account and the Contract rate amended accordingly for all deliveries made by the Contractor under this contract from stock on which revised duty has actually been paid.

It is hereby further agreed that any increase or decrease in Port charges on any goods or materials or in taxation during the period of contract which shall affect any goods or materials to be supplied here under shall like wise produce on increase or decrease on the contract price of goods or materials affected thereby of which delivery is given on or after the date of the said increase or decrease.

- 13) Any notice to the Contractor shall deemed to be sufficiently served, if given or left in writing at his usual or latest known place of abode or business.
- 14) Upon the complete fulfillment of this Contract by the Contractor to the satisfaction of the Board the amount deposited by the Contractor, as security for the due fulfillment of this contract will be returned to him less the amount if any due by the contractor to the Board. If however, the security shall made up by a Guarantee Bond executed by a Bank, on behalf of the contractor it will shall discharged and returned to the Bank, after collecting amount if any due by the Contractor to the Board.

- 15) In these conditions unless there is something in the subject or context inconsistent there with words importing the singular shall include the plural and vice-versa words importing the masculine gender shall include the feminine and the words importing persons shall include bodies corporate.
- 16) The contract is liable for cancellation if either the contractor himself or any of his employees is found to be a person who has held a class-I post under the Board immediately before retirement and has, within two years of such retirement accepted without obtaining the previous permission of the Board or of the Chairman, as the case may be an employment as contractor for or in connection with the execution of public works, or as an employee of such contractor.
- 17) If any contract is terminated on account of failure of the contractor to comply with the above clause, the Board shall be entitled to recover from him such damages as may be determined by the Chief Mechanical Engineer with due regards to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such offence.

CONTRACTOR.

MEMORANDUM OF AGREEMENT made this..... day of
Between the Trustees of the Port of Chennai (a body Corporate) under Major Port Trusts Act 1963
as amended from time to time hereinafter called the Board of the one part and
M/s.....,hereinafter
called the “Contractor” of the other part.

Whereas the Board is desirous of Purchasing certain goods or materials viz.,
.....
and has drawn up a schedule of specifications Schedule A and Schedule of special conditions of
supply – Schedule “B” and whereas the Contractor has agreed to supply the goods or materials
referred to in Schedule “A” at the rates noted therein and subject to the Schedule of special
conditions of contract Schedule “C” hereinafter referred to as ‘the said conditions and as Security for
the due fulfillment of all conditions of this contract has Deposited with the Board a sum of
Rs...../- (Rupees.....

.....
Only) by Demand Draft/Bankers’ Cheque / has agreed to produce to the Board Bank Guarantees in
the Boards’ prescribed form for Rs...../-
(Rupees.....

.....
Only) from the

Now it is hereby agreed to as follows:

1. In consideration of the sum to be paid at the time and in the manner set forth in said conditions the Contractor will upon and subject to the said conditions supply the goods or materials described in Schedule “A” with such variations as provided for in the said conditions.
 2. The terms “Chief Mechanical Engineer” in the said conditions shall mean the officer appointed by the Board with the approval of Government to be in charge of the Board’s Materials Management Division.
 3. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by submit themselves to the conditions and stipulation and perform the agreement on their parts respectively.
1. i) The decision of the Chief Mechanical Engineer shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications designs drawings and instructions and as to the quality of workmanship or the materials used in manufacturing the materials ordered or any matter arising out of or relating to the specifications designs and drawing and instructions concerning the materials ordered. In no case shall the supply of the whole quantity or outstanding part quantity be stopped consequent on such a dispute arising and the supply shall be carried out by the contractor strictly in accordance with the instructions of the Chief Mechanical Engineer.
 - ii) If the Contractor claims (a) a decision or the instructions of the Chief Mechanical Engineer is unjustified and that in pursuance of that claim he is entitled to insist upon the Chief Mechanical Engineer for acceptance of any rejections in supply (b) extra payment on account of statutory levies, extra freight excess quantities variation in freight and (c) For payment for

damaged goods withheld he shall forthwith notify this to the Chief Mechanical Engineer to record his decision and the reasons therefore in writing and shall within two weeks stake his claim in writing to the Chief Mechanical Engineer.

The Chief Mechanical Engineer shall thereafter within four weeks of receipt of the claim reply to the points raised in the claim, unless resolved by negotiations or discussions immediately thereafter within a further four weeks the questions of liability for such payment will be treated as one of the disputes.

iii) In the contract wherever there is discretion of exercise of will by the Chief Mechanical Engineer prior to or in the course of supply the mode or manner of exercise of discretion by the Chief Mechanical Engineer shall be final.

iv) Wherever the Board or Chairman is given discretion to act under the Contract, the exercise of the discretion by the Board/Chairman, shall be final, conclusive and binding on all parties.

IN WITNESS WHEREOF THE PARTIES HEREIN TO SET THEIR hands and seals the date and year first above written.

The Common seal of the Board
of Trustees of the Port of Chennai
Represented by the Chairman were
here unto Affixed and

Chief Mechanical Engineer
CHENNAI PORT TRUST

The Signature is made on behalf of and by authority from the Chairman of the Board of Trustees Under Sec 34(i) of the Major Port Trusts Act 1963.

Shri.

The Chief Mechanical Engineer
has set his Hands here unto
in the presence of

Signed and sealed by the Contractor
In the presence of Witness (Name and Address)

CONTRACTOR

1.

2.

WHEREAS M/s. _____

_____ with its Registered Office at _____

_____ Have approached the board of Trustees of the Port of Chennai (herein after called the Board) to exempt M/s. _____ (herein after called the Contractors) from the demand under the terms and conditions of the Agreement to be executed in pursuance of the terms and conditions of the letter of indent made by the Chennai Port Trust and the Contractor of security deposit of Rs. _____ for the _____ herein after called the said agreement and the due fulfillment thereof on production of Bank Guarantee encashable at Chennai _____ branch office.

Whereas the Board has agreed to accept a Bank Guarantee towards security deposit we, the _____ hereby unconditionally guarantee payment of the said amount of Rs. _____ to be paid without any demur to the Board by M/s. _____

Trust on a mere demand from the Board 12(a) and (b)

Notwithstanding what is stated herein above our liability under this guarantee shall not exceed Rs. _____ (Rupees _____) at any time and no liability shall arise under this guarantee for claims made after _____ dated _____ at Chennai this _____ day of _____.

ADVANCE STAMP RECEIPT

Received with thanks from the Chairman, Chennai Port Trust, Chennai-600 001 for a sum of Rs.....towards refund of EMD against e-Tender No..... opened on

Station :

SIGNATURE WITH OFFICE SEAL

Date :

(duly affixing Re.1/- Revenue Stamp)

Instructions for Online Bid Submission
Instructions to the Bidders to submit the bids online
thro' the e Procurement site
<https://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 SIFY/TCS/nCode 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 site and download the required documents /tender schedules for the tenders he is interested.
- 5) Bidder then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/etoken.
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 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 obtained using clarifications. or during the pre-bid meeting. Bidder should take into account of the corrigendum's published before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together.
- 10) Bidder should prepare 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 last date of bid submission.
- 11) Bidder selects the tender which he is interested 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 reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 15) The details of the DD/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.
- 16) The bidder has to enter the password of the DSC/etoken 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) 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.
- 18) The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant

files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

- 19) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 20) 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.
- 21) For any clarifications with the TIA, the bid number can be used as a reference.
- 22) Bidder should log into the site well in advance for bid submission so that he submits 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.
- 23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, 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.
- 24) 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 eProcurement system. The bidders should follow this time during bid submission.
- 25) 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 be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 27) Any documents 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.
- 28) For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance