



CHENNAI PORT TRUST

TENDER No. MEE / 02 / 2018 / Dy.CME(ES&CH)

e - TENDER

FOR

**MAINTENANCE FREE EARTHING FOR 30 NOS HIGH MAST
TOWERS AT VARIOUS LOATIONS IN CHENNAI PORT TRUST
UNDER TWO COVER SYSTEM**

On line submission closing date : 15.00 Hrs. on 01.02.2018

On line Opening date: 15.00 hrs. on 02.02.2018

e-procure.gov.in

CHENNAI PORT TRUST
TENDER No. MEE / 02 / 2018 / Dy.CME(ES&CH)

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EMD : Rs. 7,830/-

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 and time. However, one Hard copy of the Tender shall be submitted as specified in the Tender. The time of on line opening of technical bid will be on **02.02.2018 at 15.00 Hrs.**

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

TENDER No. MEE / 02 / 2018 / Dy.CME(ES&CH)

**Sub: “e-TENDER FOR MAINTENANCE FREE EARTHING FOR 30 NOS
HIGH MAST TOWERS AT VARIOUS LOATIONS IN CHENNAI PORT
TRUST UNDER TWO COVER SYSTEM”.**

On line submission closing date : 15.00 Hrs. on 01.02.2018

On line Opening date: 15.00 hrs. on 02.02.2018

For further details please visit: www.eprocure.gov.in
www.chennaiport.gov.in

CHIEF MECHANICAL ENGINEER

1. NOTICE INVITING ONLINE TENDER
CHENNAI PORT TRUST

Mechanical & Electrical Engineering Department

DY.CME (ES&CH) DIVISION

Tender NO: MEE/ 02 / 2018 / Dy.CME(ES&CH)

Details about tender:

Department Name	Mechanical & Electrical Engineering Department
Circle/ Division	CHIEF MECHANICAL ENGINEER, Dy.Chief Mechanical Engineer (ES&CH) Division, Old Administrative Office Building, II Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	MEE/ 02 / 2018 / Dy.CME(ES&CH)
Name of Project	e-TENDER FOR MAINTENANCE FREE EARTHING FOR 30 NOS HIGH MAST TOWERS AT VARIOUS LOATIONS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM
Name of Work	e-TENDER FOR MAINTENANCE FREE EARTHING FOR 30 NOS HIGH MAST TOWERS AT VARIOUS LOATIONS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM
Estimated Contract Value (INR)	Rs.3,91,500.00
Period of Completion (in Months)	Entire work shall be completed within 45 days from the 7 th day of issue of order.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)

Qualifying Criteria :	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>i) The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2017 should be at least INR Rs. 1,17,450/-. Annual turnover, profit and loss statements, balance sheet and Auditor’s report for the last three years shall be submitted with endorsed by Chartered Accountant original copy for the year 2014-15, 2015-16 and 2016-17).</p> <p>ii) The Tenderer should have experience in ‘Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-</p> <p>a) One similar completed work of contract value not less than Rs.3,13,200 /-; ie 80% of the total contract value (OR)</p> <p>b) Two similar completed works of contract value not less than Rs.1,95,750 /- each ie 50% of the total contract value (OR)</p> <p>c) Three similar completed works of contract value not less than Rs.1,56,600 /- each ie 40% of the total contract value</p> <p>‘SIMILAR’ Works – means “carried out Supply and installation various type of earthings ”</p> <p>PI Note: (i) The Tenderers shall enclose the copy of the supporting documents, if not original to fulfill the eligibility criteria for pre-qualifications viz., Work Orders Copies for similar works, in the name of the Tenderer indicating breakup details of each items and their values, successful completion certificates from clients indicating the date of completion, value of work done, etc.</p> <p>(ii) “TDS Certificates with relevant Traces shall also be enclosed if the similar works executed in private organizations”.</p> <p>(iii) Your offer will be accepted subject to producing all the original documents for verification during acceptance of the offer.</p>
Bid Security/ EMD (INR) :	Rs. 7,830 /- in favour of The Chairman, Chennai Port Trust, Chennai
Bid Document Downloading Start Date	08 / 01 / 2018 onwards
Bid Document Downloading End Date	01 / 02 / 2018 upto 15.00 Hrs.
Date & Place of Pre Bid	Not applicable

Meeting	
Last Date & Time for Receipt of Bids in Trust	02 / 02 / 2018 @ 14:30 Hrs.
Last Date & Time for Receipt of Bids for online submission	01 / 02 / 2018 @ 15:00 Hrs.
Bid Opening Date	02 / 02 / 2018 @ 15:00 Hrs.
Documents required to be submitted by scanning through online	Documents in support of fulfilling qualifying criteria as indicated above and all other relevant documents.
Bid Validity Period	120 Days
Officer- Inviting Bids:	CHIEF MECHANICAL ENGINEER
Bid Opening Authority :	CHIEF MECHANICAL ENGINEER
Address:	Chief Mechanical Engineer, VII Floor, Centenary Building, Rajaji Salai, Chennai – 600 001.
Contact Details :	The Dy.CME (ES&CH), Chennai Port Trust, 2 nd Floor, Old Admn. Office Building, Rajaji Salai, Chennai – 600 001. Phone No: 044 – 2531 2542 Email: dycme@chennaiport.gov.in

NOTE:

In case bidders need any clarifications to participate in online Tenders, they can contact Dy.CME(ES&CH) Cell, Ph.25312308.

Format and Signing of Bid

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

The Bid shall contain no alternations additions, except those to comply with instructions issued by the Employer.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

- l) Bidders to follow the following procedure to submit the bids online through 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/Code 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/e-token.
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.
10. 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 is more than one document, they can be clubbed together.
11. 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 date of bid submission.
12. Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
13. From the my favorites folder, he selects the tender to view all the details indicated.
14. The Bidder reads the terms & conditions and accepts the same to proceed further to submit the bid.
15. The Bidder has to select the payment option as offline to pay the EMD as applicable.

16. Either soft copy (scanned copy) or Hard copy of EMD (BG) shall be confirmed before opening the Tender. However during the evaluation of bid the hard copy of EMD (BG) should match with soft copy of the e- portal for further evaluation of the tender.
17. 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.
18. 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.
19. 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.
20. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
21. 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.
22. For any clarifications with the TIA, the bid number can be used as a reference.
23. 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.
24. Each documents 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.
25. 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.
26. 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.
27. 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.

28. 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.

29. Tenderer is required to submit their tender through online in the form of Two cover system on or before due date of closing time. The tender received after the due date and time will not be entertained.

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 and time. However, one Hard copy of the sealed and signed Tender without price bid shall be submitted as specified in the Tender.

Tenderer should submit the tender as per specification indicated in Schedule 'A' and accordance with the instructions to Tenderers, Tender Information Sheet, General Conditions of Contract and Special Conditions of Contract.

30. Technical and Commercial bid(Cover-I)

The tenderer shall upload in the e-portal website contain the following documents in the form of scanned copy:

- i) Demand Draft / Banker's Cheque / MSME for EMD
- ii) Documents required as per Pre Qualification Criteria as specified in the Tender.

31. Price Bid (BOQ) –(cover-II)

Price should be quoted in Online "Price Schedule – 'A1' (as per BOQ). 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 be lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

32. The hard copy of sealed and signed tender document in every page along with original Demand draft of EMD shall be submitted in the office on 02.02.2018 at 14.30 Hrs .

33. Other conditions:

- a. There are no significant inconsistencies between the proposal and the supporting documents.
- b. 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.
- c. The Port Trust would have the right to seek clarification on Techno-commercial conditions wherever necessary.

- d. 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.
- e. 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.

SECTION – I

INSTRUCTION TO TENDERERS (ITT)

1. Tenders in sealed covers superscribed as “**e-TENDER FOR MAINTENANCE FREE EARTHING FOR 30 NOS HIGH MAST TOWERS AT VARIOUS LOATIONS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM**” as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contact, etc. are submitted through Online submission on not later than **15.00 Hrs. on 01.02.2018** and sealed and signed hard copy without Price bid shall submitted to the office of the Chief Mechanical Engineer, Chennai Port Trust located at the 7th of floor of the Centenary Building on **14.30 Hrs. on 02.02.2018**. online bid opening on **15.00 Hrs. on 02.02.2018**

The Tender Document is available on the Chennai Port Trust’s Website www.chennaiport.gov.in for downloading.

2.0. ELIGIBILITY CRITERIA:

- i) The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2017 should be at least **INR Rs. 1,17,450 /-**. Annual turnover, profit and loss statements, balance sheet and Auditor’s report for the last three years shall be submitted with endorsed by Chartered Accountant original copy for the year 2014-15, 2015-16 and 2016-17).
- ii) The Tenderer should have experience in ‘Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-
 - a) **One** similar completed work of contract value not less than **Rs.3,13,200 /-**; ie 80% of the total contract value
(OR)
 - b) **Two** similar completed works of contract value not less than **Rs.1,95,750 /-** each ie 50% of the total contract value
(OR)
 - c) **Three** similar completed works of contract value not less than **Rs.1,56,600 /-** each ie 40% of the total contract value

‘SIMILAR’ Works – means “carried out Supply and installation of various type of earthings.”

PI Note: (i) The Tenderers shall enclose the copy of the supporting documents, if not original to fulfill the eligibility criteria for pre-qualifications viz., Work Orders Copies for similar works, in the name of the Tenderer indicating breakup details of each items and their values, successful completion certificates from clients indicating the date of completion, value of work done, etc.

(ii) “**TDS Certificates with relevant Traces shall also be enclosed if the similar works executed in private organizations**”.

(iii) Your offer will be accepted subject to producing all the original documents for verification during acceptance of the offer.

3. TEST OF RESPONSIVENESS

Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the tender. An application shall be considered responsive only if:

- a. it is received by the Application Due date including any extension there of
- b. it is signed, sealed, bound together in the hard copy of the Tender document.
- c. Auditor's report of Annual turn over for last three years in original and notarized copies of profit and loss statements and balance sheet for last three years with endorsed by CA.
- d. Copies of work order for similar works, successful completion certificate with performance and value of work done.
- e. Copy of the valid electrical licence in the name of the bidder
- f. it is accompanied by the Power of Attorney
- g. it contains all the information in formats and documents as requested in all respects
- h. Copies of TDS Certificates if works executed in Private Organizations.
- i. Copy of ESI registration Number
- j. Copy of GST registration number

4. TECHNICAL AND COMMERCIAL COVER- I:

The tenderer shall upload in the e-portal website contain the following documents in the form of scanned copy:

- a) The Earnest Money Deposit for this tender is Rs.7,830 /- (Rupees Seven thousand eight hundred and thirty only). The amount may be in the form of Demand Draft on any other commercial Bank payable at Chennai only in the name of 'The Chairman', Chennai Port Trust or valid MSME.
- b) Profit and loss statements and experience in similar works as per Eligibility criteria.
- c) Tender documents with seal sign in all pages with relevant documents and drawings either in the scanned copy or Hard copy.
- d) The tenderer should not indicate the rate anywhere directly or indirectly in Cover I. Any such offers will disqualify the tender forthwith.

5. COVER – II

- (a) The Cover – II Schedule of Quantities and Prices," – Schedule –'A1'(Price Bid) shall be submitted through on line only.

5.1. HARD COPY

The hard copy of sealed and signed tender document in every page with relevant documents and drawings along with original Demand draft of EMD shall be submitted in the office on the due date of submission.

6. POWER OF ATTORNEY

Tenderers are required to submit a Power of Attorney as in **Appendix-I**. In the case of company, the Power of Attorney shall be supported by the Board Resolution duly attested by the Company Secretary or any Director of the Board of the Directors of the Company, authorizing the signatory of the Tenderer to provide information and to commit to the terms and conditions of the Trust Tender Document.

7. LANGUAGE

The Tender and all related correspondence and documents shall be written in English Language. The technical details, relevant drawings and other information shall be provided in English only. However, supporting documents and printed literature furnished by Tenderer with the Tender may be in any other language provided that they are accompanied by an appropriate translation of pertinent passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Tender, the English language translation shall prevail.

8. EARNEST MONEY DEPOSIT

The Earnest Money Deposit for this Tender is Rs.7,830 /- (Rupees Seven thousand eight hundred and thirty only).

The Demand Draft / Banker's cheque on any other commercial bank payable at Chennai only above in favour CHAIRMAN, Chennai Port Trust or to claim exemption under Clause above, the Tenderers are required to produce an attested copy of the MSME registration certificate. The attestation should be from a Gazetted Officer of Central/State Government. The exemption from the payment of E.M.D. will be allowed only if the tender item of work/supply is covered in the enlistment statement attached to the MSME certificate. No claims for exemption without the details stipulated above will be considered.

This shall be kept in main cover along with cover-I (Technical bid) and cover-II(Price bid) and shall not be sent separately. Tenders not submitted with the EMD, the technical bid will not be opened for further and will be summarily rejected. The Earnest Money Deposit shall be refunded to the Tenderers as follows:

- a) Successful Tenderer – after the payment of Security Deposit.
- b) Unsuccessful Tenderers, validity extended Unsuccessful Tenderers – after finalization of the L1 of contract.

- c) Validity not extended Tenderers – within 20 days on submission of claim along with advance stamped receipt.

No interest shall be paid by the Trust on the Earnest Money Deposit from the date of its receipt until it is as refunded as indicated above under any circumstances.

The Tenderer shall furnish the details of Bank Account No., Bank Name and branch, etc., for the refund of EMD through E- payment. In case where the E-payment facilities are not available, the Tenderer shall submit Advance stamped receipt for refund of EMD amount. The advance stamp receipt shall favour in the name of CHAIRMAN, Chennai Port Trust and it shall be enclosed along with the Tender document.

9. VALIDITY

The prices quoted by the Tender must be firm and should hold good at least for **120 days** from the date of opening of the tender. They should be inclusive of GST or any other tax dues etc. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

10. SECURITY DEPOSIT

- (i) The person who's tender is accepted, the firm must within 21 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 as security of 10 % of the Total value of the contract as mentioned below.
- (ii) The Deposit in any manner suggested above shall be to the extent of 10% of the amount of accepted tender towards security for the due fulfilment of the conditions of contract and the Tenderer must execute an agreement in the form hereto annexed. The Demand draft/Bankers' Cheque shall be furnished within 21 days from the date of placement of order, failing which SD have to be remitted along with interest @ 18 % provided maximum period of 15 days from the stipulated period. The Demand draft/Bankers' Cheque shall be in favour of the Chairman, Chennai Port Trust payable at Chennai. No interest will be allowed on each deposits.
- (iii) On receipt of full deposit as arrived at in clause (10) above in any manner aforesaid the 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, however for unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the finalisation of L1 of the contract. Alternatively the successful Tenderer shall when his tender is accepted, furnish security as specified in Clause (10) above after giving credit to the amount deposited by him as Earnest Money. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.

11. FOREFEIT OF EMD:

Where a person whose tender has been received on behalf of the Board intimate, the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender or goes behind the clarifications made before the Chief Mechanical Engineer or to the Tender Committee appointed to scrutinise the Tenders in respect of terms of the tender, or withdraws the tender before receipt of final acceptance or where a person whose tender has been accepted fails (i) to execute an agreement in such form as aforesaid in respect of all works for which the Tender is accepted within one month of such acceptance is made known to him (or) (ii) to furnish the Security Deposit within the prescribed time the Earnest Money deposited by such person shall be forfeited within 15 days and in cases of (ii) above, 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 modifications 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.

12. EXECUTION OF CONTRACT AGREEMENT

- ii) The contractor shall execute an agreement with the Trust within 21 days from the date of receipt of form of agreement. If the contractor, whose tender has been accepted, fails to execute an agreement within 21 days from the date of receipt of documents for execution of the agreement, the earnest money deposit (EMD) deposited by the Tenderer shall be forfeited and the Tenderer shall not be allowed further to participate for a period of one year in the trust's similar tenders.
- iii) The cost of stamping the contract agreement must be borne by the successful Tenderer.
- iii) The place of stamping and signing of Agreement shall be at Chennai only.
- iv) Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful contractor's offer, trust order and the written acceptance for the receipt of Trust order and the written acceptance for the receipt of Trust order of the successful contractor shall form a binding contract between the trust and the contractor.

The contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the trust authorities, Amended to the contract agreement and any other conditions as agreed upon by the Trust and the contractor

13. FORMAT AND SIGNING

The Tender Documents submitted to the Trust shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderers. The tender document should be submitted duly signed at the bottom of each page.

14. ENTRY PASS AND SITE VISIT

The Chennai Port Trust will grant the Tenderer, permission for a site visit on receipt of a formal written request, 2 days in advance of the proposed date of the visit.

The cost of visiting the site, if any, shall be borne by the Tenderer and any of its personnel and agents will be granted permission by the Port for the purpose of such inspection on the condition that the Tenderer, their personnel and agents will release and indemnify the Port, its Trustees, its employees, officers and agents from and against all liability in respect thereof. The Tenderer will be responsible for personal injury, loss, damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection etc., during site visit.

Only such vehicle as allowed by the Board will be permitted to enter into the Harbour premises. Tenderers should obtain a temporary pass from the Chennai Port Trust pass section after obtaining necessary authorization from the Chief Mechanical Engineer's office, to gain entry into the Trust's premises, if necessary. Port Trust will not deal with agents and all dealings will be directly with the Tenderer or his authorized representative during site visit.

15. DISCLAIMER

Each Tenderer shall conduct his own investigation and analysis, check the accuracy, reliability and completeness of the information provided in this Tender Document at his own cost and expenses.

It would be deemed that prior to submitting the Tender, the Tenderer has (a) made a complete and careful examination of requirements and other information set forth in this Tender, (b) received all such relevant information as it has requested from the Port Trust, and (c) made a complete and careful examination of the various aspects of the Project including, but not limited to, (i) the site, (ii) existing facilities and structures, (iii) the conditions of the access roads, waterfront and utilities in the vicinity of the site (iv) applicable laws and applicable permits and (vi) all other matters, including Guidelines, Major Port Trust's Act 1963, as amended from time to time, bye-laws, rules and regulations made there under, any administrative or other directions and guidelines given under the said Act as amended from time to time, a statement of conditions prescribed under the said Act as amended from time to time, and all other statutory enactments in relation to the Project or Project Services that might affect the Tenderer's performance under the terms of this Tender Document.

The Port Trust shall not be liable for any omission, mistake or error or neglect by the Tenderer in respect of the above.

16. FORMAT OF TENDER DOCUMENT

The Tenderer shall furnish one set of tender documents with all details and drawings. The hard copy of the tender shall be superscribed appropriately.

17. RIGHT TO ACCEPT / REJECT TENDERS

(a) Notwithstanding anything contained in this Trust Tender Document, the Chennai Port Trust reserves the right to accept or reject any or all Tender(s) and part thereof at any time without assigning any reasons and without any liability or any obligation for such acceptance / rejection.

(b) Telegraphic / fax / telex offers will be treated as defective, invalid and rejected. Only detailed completed offers received as specified above, prior to the closing time and date of the tender will be considered as valid offer.

18. MATERIAL MISREPRESENTATION

The Trust reserves the right to accept or reject any or all of the tenders and to annul the tender process, at any time prior to the award of contract, without any liability for such action.

19. ASSISTANCE IN OBTAINING APPROVALS

The Trust agrees to, at the request of the Tenderer, but without guarantees and / or without assuming any responsibility in that behalf, issue recommendatory letters and make best efforts to assist the Tenderers in obtaining all the applicable permits at the Tenderer's cost including renewals thereof, provided that nothing contained in this Clause shall relieve the Tenderer of its obligations under the Agreement to obtain the Applicable Permits and to keep them in force and effect through out the Contract Period. In cases found appropriate the Trust may, at the request of the Tenderer and at the sole discretion of the Trust issue recommendatory or supporting letters to any Government Authority recommending the proposals of Tenderer.

20. The Chennai Port Trust Board do not bind themselves to accept the lowest or any tender or part thereof and reserve the right to accept or not accept any or all of the tenders either in whole or in part, without assigning any reason.

21. The Trust will not issue any 'C & D' Form. Hence, the Tenderers are advised to quote specifically & clearly the percentage of sales taxes, if any, in the price bid covers.

22. The Trust reserves the right to seek any Technical and commercial clarifications.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

TECHNICAL SPECIFICATION

SCHEDULE - 'A'

1.0 GENERAL

Chennai Port Trust proposes to carry out the provision of Maintenance free earthing for 30 Nos. High mast towers at various locations in Chennai Port Trust.

2.0. ELIGIBILITY CRITERIA:

i) The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2017 should be at least **INR Rs.1,17,450 /-**. Annual turnover, profit and loss statements, balance sheet and Auditor's report for the last three years shall be submitted with endorsed by Chartered Accountant original copy for the year 2014-15, 2015-16 and 2016-17).

iii) The Tenderer should have experience in 'Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-

- a) **One** similar completed work of contract value not less than **Rs.3,13,200 /-** ; ie 80% of the total contract value
(OR)
- b) **Two** similar completed works of contract value not less than **Rs.1,95,750/- each** ie 50% of the total contract value
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- c) Three similar completed works of contract value not less than **Rs.1,56,600 /- each** ie 40% of the total contract value

'SIMILAR' Works – means "carried out Supply and installation of various type of earthings.."

PI Note: (i) The Tenderers shall enclose the copy of the supporting documents, if not original to fulfill the eligibility criteria for pre-qualifications viz., Work Orders Copies for similar works, in the name of the Tenderer indicating breakup details of each items and their values, successful completion certificates from clients indicating the date of completion, value of work done, etc.

(ii) "TDS Certificates with relevant Traces shall also be enclosed if the similar works executed in private organizations".

(iii) Your offer will be accepted subject to producing all the original documents for verification during acceptance of the offer.

3.0. SCOPE OF WORK

i) Supply and installation of Maintenance free earth pipe including all materials and components, testing, commissioning of the same for 30Nos. High mast tower.

- ii) Earth pit shall be provided 3 Mtrs. Away from the High mast towers.
- iii) Earthing shall be covered with brick / cement enclosure.
- iv) Supply and laying of 25 x 3mm GI flats from the proposed earth pits to High mast towers.

4.0. STANDARDS

All the supply items with other components and accessories shall be manufactured, fabricated, transported to site supplied, assembled, installed, tested and commissioned in accordance with the latest Indian Electricity Rules and Regulations.

5.0. TECHNICAL SPECIFICATION:

a) Maintenance free Earthing:

Maintenance free earthing shall be carried out in accordance with Indian Electricity Rules and Regulations amended till date and also the Earth electrodes shall be provided in conformity with BIS 3043/ BS 7430 of the latest version expecting the specified values detailed herein.

The earth electrodes shall be of high tensile low carbon steel circular rods, molecularly bonded copper or clad copper on the outer surface 25 mm dia and not less than 2.0 m length and shall be driven to a depth in the ground below the ground level and 3 meters away from any other earth electrodes or as per latest BIS 3043. The premixed power set carbon based backfill compound shall be poured in the bore with water and re- close the bore. One run of 25 x 3 mm GI shall be laid from earth pits to High mast towers. Earthing shall be covered with cement enclosure.

b) Supply and laying 25 X 3 mm GI Flat:

Supply and laying of one run of 25 x 3 mm GI flat shall be laid from each maintenance free earth pit and each High mast towers.

6.0. OTHER TERMS AND CONDITION

- i) The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.
- ii) The contractor is required to offer rates as per Trust’s format “Schedule-A1” without fail and mention taxes and duties.
- iii) The Trust will not be responsible for any damage or loss of any of the firm’s men and materials and for any damage / accident to the firm’s personnel.
- iv) The contractor may inspect the site before quoting.

- v) Safety and safe custody of all men, materials, tools and plants that are required by the firm during site works, till handing over to the Trust shall be entirely the responsibility of the firm.
- vi) The Contractor shall arrange their own tools and plants and other materials and components required for the above work.
- vii) The entire work shall be completed within 45 days from the 7th day of issue of order.
- viii) The supply / works shall be guaranteed for a period of 12 months from the date of acceptance of the items.
- ix) No Advance payment will be made. The payment shall be made only for the actual work carried out at site.
- x) Necessary entry pass shall be obtained by the contractor at their own cost with the approval of port officers.
- xi) The chief mechanical Engineer reserves the right to award any portion of the work or to drop the work altogether at his discretion without assigning any reasons.

Note: For any clarifications, if any the firm may contact the Dy.CME(ES&CH) at 2nd floor of Old Admn Building, Tel. Ph. 25312542.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

e TENDER FOR MAINTENANCE FREE EARTHING FOR 30 Nos. HIGH MAST TOWERS AT VARIOUS LOCATION IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM

SCHEDULE OF QUANTITIES AND PRICES
SCHEDULE – ‘A1’

Sl. No.	Description of the work	Unit	Qty.	Rate/Unit (Rs.)	Amount (Rs.)
1.	Supply and Installation of maintenance free earthing as detailed in Schedule ‘A’ with all other components and accessories. a) Supply b) Installation	No. No.	30 30		
2.	Supply and laying one run of 25 x 3 mm GI flat from the earth pits to high mast towers as detailed in the Schedule ‘A’. a) Supply b) Laying	Mtr. Mtr.	100 100		
3.	Testing and commissioning of the maintenance free earthing.	L.S.	L.S.		
Sub Total					
Applicable GST @ %					
GROSS TOTAL					

Firm’s Signature and Seal

SECTION III

SPECIAL CONDITIONS OF CONTRACT(SCC)

SCHEDULE - 'B'

1. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
2. It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The price bid shall be quoted on line only.
4. The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
5. The Tenderer shall quote separately for any items which have not been specifically mentioned in the specification but which are found necessary for completion, efficient installation and operation of electrification system other than those items which are not covered under 'works not included'.
6. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
7. It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
8. All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist.
9. The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.

10. The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
11. The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.
12. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
13. For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the "Dy.CME (ES&CH) 2nd floor of the Centenary Building, Chennai Port Trust Telephone No. 25312542.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

GENERAL CONDITIONS OF CONTRACT (GCC)
SCHEDULE - 'C'

1. DEFINITIONS AND INTERPRETATIONS

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires: -

- (a) "BOARD" means the Board of Trustees of the Port of Chennai as constituted under the Major Port Trusts' Act, 1963 as amended from time to time.
- (b) "CHIEF MECHANICAL ENGINEER" means the Chief Mechanical Engineer of the Chennai Port Trust.
- (c) "CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE" means any Resident Engineer or Assistant of the Chief Mechanical Engineer or any clerk of works detailed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in the contract.
- (d) "CONSTRUCTIONAL PLANT" means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the 'Works' or 'Temporary Works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (e) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill or Quantities. Schedule of Rates, Prices (if any) tender and contract agreement.
- (g) "TENDERER" means the person or persons, firm or company whose tender has been accepted by the Board and Tenderer's permitted assigns.
- (h) "CONTRACT PRICE" means the sum named in the tender subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.
- (i) "DRAWINGS" means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Mechanical Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Mechanical Engineer.
- (j) "SITE" means the lands and other places on/under/in/of, through which the 'work' are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.

- (k) "TEMPORARY WORKS" means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the `work' or `works'.
- (k) "WORKS" means the works to be executed in accordance with the contract under the relevant schedules.
- (l) "TRUST'S STORES" means the storage yards for materials of the Trust anywhere in the Harbour premises.

2. EXTENT OF CONTRACT

The contract comprises, the construction, completion and maintenance of the 'works' and the provision of all labour, materials constructional plant, temporary works and every thing whether of a temporary or permanent nature required in and for such construction, completion and maintenance so for as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

3. COMPLETION PERIOD

The entire work shall be completed within 45 Days from the 7th day of issue of order.

- a) In case of delay in the progress of work, the Chief Mechanical Engineer shall issue to the contractor a memo in writing pointing out the delay in the progress and calling upon the contractor to explain the causes for the delay within three 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 in part. The contractor may appeal to the 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 contractor.
- b) If the security deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer and such order become final, the Tenderer 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 determine the Contract.

4. GUARANTEE PERIOD:

- (a) The supply / works shall be guaranteed for a period of 12 months (one year) from the date of acceptance of the work. Any defect observed during the guarantee period, the same shall be rectified by the firm free of cost.
- (b) The contractor shall ensure no damage to the any Trust Properties during contract period. If any, the same shall be rectified and / or replaced at free of cost by the Tenderer.

- (c) If during this twelve months guarantee period any defects are noticed, which in the opinion of the Chief Mechanical Engineer are due to bad materials used and/or defective workmanship the Tenderer shall be required to carryout at the Tenderer's cost, such repairs, as the Chief Mechanical Engineer considers necessary or in the event of the Tenderer failing to do this within a notified time the Chief Mechanical 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. For purposes, the period of 12 months shall count from the date of handing over of the completed part or whole of works by the Tenderer to the Chief Mechanical Engineer.

5. CONTRACTOR'S SUPERINTENDENCE

- (a) The Chief Mechanical Engineer reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.
- (b) The Tenderer shall give or provide all necessary superintendence to the complete satisfaction of the Chief Mechanical Engineer during the execution of the works and as long thereafter as the Chief Mechanical Engineer may consider necessary. The Tenderer or a competent and authorised agent or representative approved in writing by the Chief Mechanical Engineer which approval may at any time be withdrawn is to be constantly on the work and shall give his whole time to the superintendence of the same. Such authorised agent or representative shall receive on behalf of the Tenderer directions and instructions from the Chief Mechanical Engineer the Chief Mechanical Engineer's representative.

6. PROGRAMME TO BE FURNISHED

As soon as practicable, after the acceptance of his tender, the Contractor shall, if required, submit to the Chief Mechanical Engineer for his approval a detailed programme showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Chief Mechanical Engineer furnish for his information particulars in writing of the Contractor's arrangements for carrying out the works and of the constructional plant and temporary works which the Contractor intends to supply, use or construct, as the case may be. Submission to and approval by the Chief Mechanical Engineer of such programme or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

- 7. If the progress of work is held up owing to circumstances which, in the opinion of the Chief Mechanical Engineer are beyond the control of the Tenderer, such as war, stormy weather etc., the Chief Mechanical Engineer may at his discretion, grant to the Tenderer such extension of time as he considers reasonable for the completion of the works. The grant of such extension of time shall not bestow on them for any claim or compensation/extra payment at a future date whatsoever.

8. The materials used on the work must be of first class variety corresponding to relevant ISS and other specifications laid in the contract. The work must be carried out in a workmanlike and expeditious manner and quality of work at each stage shall be subject to approval of the Chief Mechanical Engineer. The Chief Mechanical Engineer's decision as to the quality of such materials and work shall be final and binding on the Tenderer.
9. The Tenderer shall maintain at the site or work an Inspection Register, which must be produced by the Tenderer or his agent whenever called upon to do so by the Chief Mechanical Engineer or his representative during their inspection of the work. If the rectifications ordered to be done are not carried out within the time specified by the Chief Mechanical Engineer, the Chief Mechanical Engineer shall have the right to get such work done by any other agency and to recover the cost thereof from the Tenderer. This inspection register shall be the duplicate copying type so that one copy of the entries get recorded in the Chief Mechanical Engineer's Office. The Tenderer shall not make any entry of any kind in this register.

10. CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE

The duties of the Chief Mechanical Engineer's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract or except as expressly provided hereunder to order any work involving delay or any extra payment by the Board or to make any variation or of in the works.

11. WORK TO BE TO THE SATISFACTION OF THE CHIEF MECHANICAL ENGINEER:

The Tenderer shall execute, complete and maintain the works strictly in accordance with the contract to the satisfaction of the Chief Mechanical Engineer and shall comply with and adhere strictly to the Chief Mechanical Engineer's instructions and directions on any matter (whether mentioned in the contract or not). The Tenderer shall take instructions and directions only from the Chief Mechanical Engineer or his representatives.

12. LIQUIDATED DAMAGES/LATE DELIVERY CHARGES:

The Liquidated Damages/Late Delivery Charges shall be deducted from any amount payable to or to be payable to the contractor/supplier including encashment of Bank Guarantee or any securities/guarantees, if any available with the Port Trust.

The maximum amount of Liquidated Damages/Late Delivery Charges shall be worked out based on the total contract/supply order value inclusive of all taxes and duties thereon.

The Liquidated Damages/Late Delivery Charges shall be ½% of the contract value per week or part thereof (a week is defined as 7 days inclusive of holidays) subject to a maximum of 10% of the total contract value.

If the contract/supply order is delayed after giving due notice, the contract/supply order may be cancelled by the competent authority with the condition that any additional expenditure incurred by the Port Trust in completing the work/supply order will be recovered from the contractor/supplier of the cancelled contract/supply order for non-performance/delay in the execution of the contract/supply.

13. SUPPLY OF MATERIALS AND LABOUR

Except where otherwise specified in the contract the Tenderer shall at his own expense supply and provide all the temporary works, materials both for temporary and for works under the contract, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works. The Tenderer shall not hire out any item or equipment brought by him in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the Port, without the written permission of the Chairman. Such permission may or may not be granted by the Chairman.

- 14.** The Tenderer shall at his own cost make due arrangements for the proper watch and safety of all materials and supplied to him by the Board for the use on this work. He shall not remove such constructional or materials from the site without the permission of the Chief Mechanical Engineer. If any of these materials are lost or damaged in any way due to negligence or carelessness on the part of the Tenderers or any of his employees, the cost for the materials lost or damaged and penalty for such negligence or carelessness of the Tenderer as determined by the Chief Mechanical Engineer shall be recovered from the Tenderer from any moneys due to him or to become due to him.

15. ASSIGNMENT AND SUB-LETTING

The Tenderer shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Board. The Tenderer shall not sublet the whole of the works. The Tenderer shall not sublet any part of the works without the written consent of the Board and such consent if given shall not relieve the Tenderer of any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-Tenderer and his agents, servants or workmen as if they were the acts, defaults, or neglects of the Tenderer, his agents, servants or workmen provided always that the provision of labour on a piece work basis shall not be deemed to be a subletting of assignment of benefit or interest under this clause.

- 16.** The Tenderer shall be solely responsible for any accident, damage or injury caused to any of his employees or the Board's employees in the execution of the works and shall hold the Board blameless in respect thereof and also in respect of any claims made by any person in the employment of the Tenderer for any reason whatsoever.
- 17.** (a) The Tenderer shall be responsible for all structural or decorative damage to Board's or his own property and injury caused by the works or workmen in his employment to persons, animals or things and shall indemnify the Board against any claims or actions arising there from. He shall also be

responsible for any injuries or damage caused to the works by inclemency of weather outbreak of fire and shall rectify at his own cost all such damage and thoroughly complete the works.

- (b) The Tenderer shall be solely responsible for reporting the Board and Police Department immediately any serious or fatal accidents at any place belonging to the Board including premises leased to the Board to any of his employees/ workmen engaged by him.
18. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose on Board's premises except with the written permission of the Chief Mechanical Engineer and any such construction so put up shall be removed by the Tenderer whenever the Chief Mechanical Engineer calls upon the Tenderer to remove.
19. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Chief Mechanical Engineer's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Chief Mechanical Engineer.
Only vehicles licensed by the Board will be allowed inside the Harbour premises.
20. Measurements taken by the person authorised by the Chief Mechanical Engineer to take them will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the Trust's prescribed billing format.
21. **PAYMENT TERMS:**

100% of the payment will be made within 30 days after completion and acceptance of work by the Trust's Engineer.

Income tax @ 2% with applicable surcharge & education cess shall be levied U/S 194 (c) of Income Tax Act 1961. In case of exemption from the above levy necessary non-deduction certificate shall be produced by the tenderer from Income Tax / Commercial Tax office respectively. In addition to that the tax levied by the Government of India will also be applicable.

The tenderer shall quote the Bank Account details for the payment through ECS along with PAN. A copy of the Pan Card shall be furnished.

The amount deposited by the contractor as security deposit under the agreement will be refunded to the contractor after satisfactory completion of the entire work and acceptance by the Trust.

22. **TAXES:**

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 33AAALC0025B1Z9.

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 avail applicable input tax credit.

Chennai Port Trust shall reimburse the GST component mentioned in the invoice to the Contractor/ Supplies / 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. Non registered GST vendor are not considered for evaluation

23. FINANCIAL EVALUATION:

The Financial evaluation of the Tender will be based on the Base Price of the supply of goods or services or both excluding the applicable GST

- 24.** In the event of the death, insanity or insolvency of the Tenderer or in the case of the Tenderer being a partnership on a dissolution of the firm of Tenderer or in the case of the Tenderer being a company governed by Companies' Act 1956, the winding up of the company the contract shall be terminated on the happening of the event above said and all accepted and acceptable work shall be measured up and paid for, to the person or persons legally entitled to receive payment for work done and on his or their executing a bond indemnifying the Board against all claims that may be made in respect of payments made by the Board by persons claiming from the Tenderer or others, in respect of work done by the Tenderer prior to the termination of the contract.
- 25.** In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per Tender Specification, the Chief Mechanical Engineer shall have the right to execute the portions of works left incomplete using the Board's labour or any other agency and the Tenderer shall be liable to make good any loss incurred by the Board on this account. Such amounts shall be recovered from any moneys due to or to become due to the Tenderer.
- 26.** (i) If the Tenderer claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer thereafter. The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.
- (ii) In the Contract whenever there is a discretion or exercise or will by the Chief Mechanical Engineer during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.

- (iii) Wherever the Board is given discretion to do any act under the contract, the exercise of the discretion by the Board shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.
- (iv) 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 material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject or Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Chief Mechanical Engineer.
- (v) Any litigation arising out of this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras.

27. REMOVAL OF WORKMEN

The Tenderer shall employ in and about the execution of the works only such persons as are careful, skilled and experience, in their several trades and callings to the approval of the Chief Mechanical Engineer. The Chief Mechanical Engineer shall be at liberty to object to and require the Tenderer to remove from the works any persons employed by the Tenderer in or about the execution of the works who in the opinion of the Chief Mechanical Engineer, misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the written permission of the Chief Mechanical Engineer.

- 28. (i)** The Tenderer shall confirm to and comply with the regulations and byelaws of the State or Central Government or of the Board and of all other local authorities such as Corporation of Madras, the Tamil Nadu Electricity System, the Chief Electrical Inspector to the Government of Tamil Nadu, the Government Customs and Police Departments, Fire Services, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and the rules made thereunder including those under Minimum Wages Act, Factories Act, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and scheme made under the said Act, Health and Sanitary arrangements for workers etc. and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules, 1971 etc. for welfare and protection of works, workers or for the safety of the public and other insurance provisions.

- (ii) The Board shall not be liable for the failure of the contractor in confirming to the provision of the Acts, Rules and regulations etc., referred to in the above para and in case of any contravention of the provisions of the Acts, Rules regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damage in the event of any action being taken for contravention.
- (iii) If any enhancement in the rates of wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules, 1971 upto and including an increase of 10% of the wages shall be borne by the Tenderer and enhancement in excess of 10% would be borne by the Port Trust.

(iv) **ESI CLAUSE:**

The details of employees proposed to be engaged shall be furnished to this office before the commencement of the work.

(a) As per the Govt. Notification dated 20.07.2009, 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 upto Rs.15,000/- 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 upto Rs.15,000/- 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 the ESI registration.
- 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 his 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 is 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.20.00 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/-.

29. FORECLOSURE OF CONTRACT

I. Notwithstanding anything in the contract agreement the contractor agrees that the Trust (on its own or acting on behalf of the Government of India) or the Government of India shall be entitled to foreclose the contract on occurrence of the following events:

- i. In the event of breach of contract by the Contractor
- ii. An emergency or
- iii. for national security and /or national interest and /or public reasons.

II. Upon the occurrence of the events specified in the above I (i),(ii) and (iii) above the Trust or Government of India reserve the right to fore close the contract at any point of time during the contract period on the issue of the termination notice under provision of the termination clause , the Trust shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

30. The Chief Mechanical Engineer reserves to himself the right to alter the specification or design of the works at any stage of the work and also to make additions or omissions or alterations.

31. **FURTHER INSTRUCTIONS**

The Chief Mechanical Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such instructions as necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

32. Any notice to the Tenderer shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business or at site.

33. All payments made by the Board to the Tenderer under this contract shall be rounded off to the nearest paise.

34. (i) The contract is liable for cancellation if either the Tenderer himself or any of his employee 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 retirements, accepted without obtaining the previous permission of the Board of the Chairman as the case may be an employment as Tenderer for, or in connection with the execution of public works, as an employee of such Tenderer.

(ii) If any contract is terminated on account of the failure of the Tenderer 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 regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.

35. It must be clearly understood that the rates mentioned in Schedule 'A1' are inclusive of everything required to be done by the conditions of the contract and specifications or by the drawings therein referred to and also all such work as is necessary for the proper completion of the Tenderer although special mention thereof may have been omitted in the specification or drawings.

36. In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include feminine and words importing persons shall include bodies corporate.

37. The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.

38. The contractor is required to offer rates as per Trust's format “Schedule- A1” without fail and mention taxes and duties.

39. Necessary paid entry passes to be obtained by the contractor at their own cost.

40. The contractor is advised to visit the site.
41. The Trust will not be responsible for any loss or damage of Men/materials/plants engaged during the work.
42. The Contractor shall arrange their own tools and plants and other materials and components required for the above work.
43. All transport required for the work shall be arranged by the contractor at their own cost.

44. **TERMINATION:**

- a) The employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole.
- i) If the contractor fails to deliver any or all of the Goods within the period specified in the contract, or within any extension thereof granted by the Employer.
- ii) If the contractor fails to perform any other obligation under the contract (or)
- iii) If the contractor, in the judgement of the Employer has engaged in fraud and corruption.
- b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the contractor shall be liable to the Employer for any additional cost for such similar goods or related services. However, the contractor shall continue performance of the contract to the extent not terminated. In such terminations Security deposit will be forfeited.

45. **VARIATION:**

- (i) Variation means variation in quantities of items i.e. Where there is increase of quantities of items of work in the agreement. On other words, the nomenclature of work remains the same, but the quantity of variation is maximum / minimum 30% against the Tender cost shown in the agreement. The said variation shall be executed after approval of the competent authority.
- (ii) The quantity of items in Schedule 'A1' are only Tentative.
- (iii) Payment shall be made to the Tenderer as per the actual work carried out at site.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

SCHEDULE OF GENERAL PARTICULARS

1. Name of Tenderer / Manufacturer.
2. Address of Tenderer / Manufacturer
3. Telegraphic / Telex / Fax Code of Tenderer / Manufacturer
4. Name and designation of the office of the Tenderer / Manufacturer to whom all reference shall be made for expeditious Technical Co-ordination.
5. Place of Manufacture
6. Infrastructure facilities
7. Service facilities available
8. Availability of spare parts
9. Tenderer's proposal reference and date
10. Tenderer's validity period (to be specified clearly)
11. Earnest Money as desired deposited
12. Are all Technical details called for and price as called for in schedule filled up.
13. Performance Report.

Signature :

Name :

Designation :

Date :

TENDER FORM

NOTE : Tenderers are required to fill up all the blank spaces in this tender form.

To

The Chief Mechanical Engineer,
Chennai Port Trust,
Chennai – 600 001,
India.

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the **“e-TENDER FOR MAINTENANCE FREE EARTHING FOR 30 NOS HIGH MAST TOWERS AT VARIOUS LOATIONS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM”** in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for **“e-TENDER FOR MAINTENANCE FREE EARTHING FOR 30 NOS HIGH MAST TOWERS AT VARIOUS LOATIONS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM”** with all equipment, spares, etc., Entire work shall be completed within 45 days from the 7th day of issue of order.
3. We further undertake, if our tender is accepted, we will deposit within 21 days from the date of receipt of order Demand Draft/Pay order on any scheduled/ Nationalized Bank payable at Chennai only to the extent of 10% of the tender price in the manner set forth in the conditions in the ITT as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 21 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm's tender & Trust Letter of Indent will form Legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 120 days from the date fixed for receiving the same.
7. We agree to deposit Earnest Money as per the Trust's terms and conditions.
8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form

aforesaid within 21 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited to the Trust.

9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated theday of.....in the capacity
of.....duly authorized to sign tender for and on behalf
of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day of two thousand at Chennai BETWEEN the Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor has deposited a sum of

Rs. /- (Rupees

as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The Tender document shall be deemed to form and be read and construed as part of this agreement.
3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

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

<p>The common seal of the Board of Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and Shri. P.Shanmuganathan Chief Mechanical Engineer thereof has hereunto set his hand in the presence of</p> <p>Smt.V.Vijayalakshmi Dy.Chief Mechanical Engineer (ES&CH)</p> <p>Signed and sealed by the Contractor in the presence of</p>	<p>CHIEF MECHANICAL ENGINEER</p> <p>The signature is made on behalf of you and authority from the Chairman of the Board of Trustees of the Port of Chennai, under Section 34(i) of the Major Port Trusts Act, 1963.</p>
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1.

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2.

CONTRACTOR

FORMAT OF POWER OF ATTORNEY

Dated : _____

**POWER OF ATTORNEY
To Whomsoever It May Concern**

Mr. _____ (Name of the Person(s)), domicile at
_____ (Address), acting as
_____ (Designation and name of the firm), and whose signature
is attested below, is hereby authorized on behalf of
_____ (Name of the Tenderer) to provide
information and respond to enquiries etc. as may be required by the Port Trust or any
governmental authority for the (project title)
_____ and is hereby
further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch
2. Account Number
3. MICR Number
4. Type of Account
5. IFSC Number
6. Copy of PAN Card
7. TIN Number
8. GST No.
9. ESI Regn. No.

**Firm's Sign and
Seal**

Place:
Date:

APPENDIX – VI

DECLARATION FORM

Sl.No.	Description	Yes / No.
1.	Agreed all Trust terms and Conditions	
2.	Have you ever been Black listed by any Government / PSU	

Firm's Sign and Seal

Place:
Date: