



चेन्नई पोर्ट ट्रस्ट
CHENNAI PORT TRUST

**MECHANICAL AND ELECTRICAL ENGINEERING
DEPARTMENT
e- Procurement Mode**

**TENDER NO. :MEE/20/2017/Dy.CME(Marine)
CLOSING DATE : 31.01.2018
CLOSING TIME :14.30 Hrs.**

**TENDER FOR CLEANING THE SEA GROWTH, BARNACLES,
SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES
OF TUG BHARATHIAR AT CHENNAI PORT TRUST.**

**THROUGH SPECEAL LIMITED TENDER AND
[e-PROCUREMENT ON WEBSITE e-procure.gov.in](http://e-procure.gov.in)**

EMD : ` 20,500 /-



CHENNAI PORT TRUST
FINANCE DEPARTMENT
EDP DIVISION

No.1 Rajaji Salai,
Chennai – 600001.

Sealed Tenders are invited under Two Cover System for **CLEANING THE SEA GROWTH, BARNACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR AT CHENNAI PORT TRUST.**

EMD: ` 20,500/-

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| Eligibility | <p>1) The Average financial Turn over of the firm per year during the last three years ending 31.03 2017 should be at least `3,04,800 Lakhs.</p> <p>2) Experience of successfully carried out similar work as mentioned below during the last 7 years till the date of opening of the tender.. A Notarized copy of any one of the following work orders in the name of the tenderer shall be enclosed .Each work order shall indicate complete Break up details of each item and their values. The work orders not indicating Break Up details and their respective values will not be considered for determining the Tender's eligibility..</p> <p>(a) Three similar completed works costing not less Than ` 4,06,400 Lakhs each (OR)</p> <p>(b) Two similar completed works costing not less Than ` 5,08,000 Lakhs each (OR)</p> <p>(c) One similar completed work costing not less Than ` 8,12,800 Lakhs.</p> <p>Similar work means CLEANING OF THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF MARINE MERCHANT VESSEL, INDIAN NAVY, COAST GUARD VESSEL</p> |
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Last date for Submission 1430 hrs. on 30.01.2018

Date of opening of tender 14.30 hrs on 31.01.2018.

For further details, please see the tender document. Tender No.**MEE/20/2017/Dy.CME(Marine)**

For details, please visit our website www.chennaiport.gov.in

CHIEF MECHANICAL ENGINEER



CHENNAI PORT TRUST
MECHANICAL AND ELECTRICAL ENGINEERING
DEPARTMENT

No.1, RAJAJI SALAI, CHENNAI – 600 001.

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|--------------------------------|---|
| TENDER No. | MEE /20/2017/Dy. CME (Marine) |
| TENDERS ARE INVITED FOR | TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM . |
| EARNEST MONEY DEPOSIT | Rs.20,500/- (Twenty thousand five hundr only) Shall be paid as indicated in the Tender Document. |
| TENDER DOCUMENT | The Tender document is available on the Chennai Port Trust Web site www.chennaiport.gov.in . |
| VALIDITY OF THE TENDER | 180 days from the date of opening of the Tender. |
| SUBMISSION OF Pre- Bid Queries | Office of the Dy.Chief Mechanical Engineer (EC/OS), II Floor of Old Administrative Office Building Annexe, Rajaji Salai, Chennai – 600 001 on or before ----- |
| PRE-BID MEETING | ----- |
| LAST DATE FOR BID SUBMITTING | Due at 2.30 P.M. on 30.01.2018 |
| DATE OF OPENING OF TENDER | 31.01.2018 at 2.30 P.M. |
| COMPLETION PERIOD | 20 days from the date of handing over the craft. |
| VENUE OF TENDER OPENING | Office of the Chief Mechanical Engineer 7 th Floor of Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai-600 001 |

CHIEF MECHANICAL ENGINEER

CHENNAI PORT TRUST

No.1, Rajaji Salai, Chennai – 600 001.

TENDER No. MEE /20/ 2017/DY. CME (Marine)

Sealed Tenders are invited from eligible, experienced and reputed firms for **CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR “UNDER TWO COVER SYSTEM . ”** as per details furnished hereunder:-

ESTIMATED COST: Rs.10.16 lakhs

EMD: Rs. 20,500/-

Date of opening: 14.30 hrs. on 31.01.2018

Pre-bid meeting: -----

For detailed NIT & Eligibility and further amendments if any, visit our Website www.chennaiport.gov.in.

CHIEF MECHANICAL ENGINEER

CHENNAI PORT TRUST

TENDER No. MEE/20/2017/DY. CME (Marine)

TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM .

C O N T E N T S

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EMD: 20,500/-

Tenders will be opened in the "Office of the Chief Mechanical Engineer at the 7th floor of Centenary building, Chennai Port Trust, Rajaji Salai, Chennai - 1.

Due at 2.30 P.M. on 31.01.2018.

CHIEF MECHANICAL ENGINEER

INVITATION OF TENDER**CHENNAI PORT TRUST**

1. This invitation to tender is for under Two Cover System. For **CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR**

2. **BRIEF DESCRIPTION OF THE TENDERING PROCESS:-**

The Port intends to follow a Two-stage Tendering process for selection of Qualified Tenderer for the work. In the 1st Stage (Cover-I), the Tender deals with the selection process and at the end of this stage the Chennai Port Trust expects to announce the Pre-qualified Tenderers to proceed to the 2nd Stage (Cover-II). The Tender would be floated in eProcurement mode. Additionally one copy of the Tender Document & all related / relevant documents must be submitted along with Tender Fee & EMD before the closing date and time.

For the Pre-qualification stage, the Tenderers have to furnish information on their Technical and Financial capability in **Cover - I** in accordance with the conditions and formats specified in this Tender Document.

The **Cover - II** containing the Price Bid of all the technically and Commercially Pre-qualified Tenderers will be opened in the presence of the Tenderers or their authorized representatives, on the date and time fixed by the CHIEF MECHANICAL ENGINEER.

The **Cover - II** (Price Bid) of the Tenderers who fail to Pre-qualify shall be returned to the Tenderers unopened.

3. Tenderers are advised to study the Tender Document (including all the Schedules and Annexures etc) carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
4. Sealed offers prepared in accordance with the procedures enumerated in Chapter II should be submitted to the Chief Mechanical Engineer, Chennai Port Trust, Rajaji Salai, Chennai not later than the date and time as mentioned, at the address given in the Schedule. All bids must be accompanied by an Earnest Money Deposit (EMD) of Rs.20,500/- (Twenty **thousand five hundred only**) not later than the date and time as mentioned, at the address given in the Schedule. All bids must be accompanied by an **Earnest Money Deposit (EMD) of ₹Rs 20,500/- (Rupees Twenty thousand five hundred only).**

5. This Tender Document is not transferable.
6. Schedule for Invitation to Tender:
- a) Name of the Purchaser:
Chairman
Chennai Port Trust,
Rajaji Salai, Chennai - 600 001.
- b) Location where the materials to be supplied, installed and commissioned at **CHENNAI PORT TRUST**.
- c) Addressee and Address at which Tenders are to be submitted:
Chief Mechanical Engineer,
Chennai Port Trust,
Rajaji Salai, Chennai – 600 001
Phone : (044) 25362070
Fax : (044) 25360955
- d) Date of submission of Bid:
On or **Before 14:30 Hours on 30.01.2018.**
- e) Place of submission of Technical and Price-bids
Chief Mechanical Engineer,
7th floor of Centenary Building
Chennai Port Trust,
Rajaji Salai, Chennai – 600 001
Phone: (044) 25362070 Fax: (044) 25360955
(or) Dy. Chief Mechanical Engineer EC&OS)
Phone: (044) 25380471
- f) Date of opening of Technical Bid:
At **14:30 Hours on 31.01.2018.**
- g) Date till which the Bid is valid:
180 days from the date of opening of the Technical Bid
- k) **Completion Period:**
The work shall be completed within **20 days** from the date of handing over the craft.
- L) **Check List & Compliance Chart:**
The Tenderer shall duly fill all the columns and submit the Check-list and Compliance Chart which are enclosed with the Tender Document duly authenticated.

CHENNAI PORT TRUST**TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM ”.****GENERAL CONDITIONS OF THE TENDER**

1. Tenders in sealed covers superscribed as **“TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR 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 invited so as to reach the office of the Chief Mechanical Engineer at the 7th floor of Centenary building , Chennai Port Trust, Rajaji Salai, Chennai – 1, not later than 2.30 p.m. on **31.01.2018**.
2. Tender must be sent in **One Main Cover** containing **Two separate covers** and EMD. These two covers shall be superscribed as **“Techno Commercial Bid - Cover-I”** and **“Price Bid Cover-II”** respectively. All covers shall be addressed to Chief Mechanical Engineer, Chennai Port Trust and sealed properly. Names and addresses of the Tenderers shall also be written on all the covers.
3. a)The Tenderer shall clearly write on Cover – I as **“ TECHNICAL & COMMERCIAL BID OF THE TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM ”** – due on **31.01.2018**.

Cover-II as **“PRICE BID”** for the **FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM ”**
b) The Main Cover as **“TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM ”** The Tenderer shall submit the above Tender in Triplicate.
- c) The Earnest Money Deposit for this tender is **20,500/- (Twenty thousand five hundred only)**. The amount may be in the form Demand Draft/Pay order on any scheduled/Nationalized Bank payable at Chennai only in the name of the Chairman, Chennai Port Trust.
- d) The Demand Draft / Pay Order as mentioned above shall be kept in main cover and shall not be sent separately.

3.1 CONTENTS OF COVER – I

Complete technical specification for “ **TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM** ”.

- a) quoted by the Tenderer with all technical and design details and commercial conditions.
- b) A confirmation letter to the effect that the Tenderer will abide by all the clauses in the Tender documents.
- c) The Tenderer should not indicate the rate anywhere directly or indirectly in Cover-I. Any such offer or indication shall disqualify the tender forthwith.

3.2 CONTENTS OF COVER – II

The Cover – II shall contain only Schedule of Quantities and Prices for the “**TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM** .”- as per Schedule-A1.

4. The Tender Document is also available on the Chennai Port Trust’s Website www.chennaiport.gov.in for downloading.
5. The cover shall be superscribed as “ **TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM** ” the covering letter shall consist of the following:-
 - a) Name and Address of the Tenderer who proposes to submit the tender.
 - b) Name and Address of the authorised agent / representative along with the authorisation letter.
 - c) The Tenderers those who have remitted the charges of the above said website downloaded Tender document on or before the date mentioned shall only be permitted to
 - (i) send queries
 - (ii) attend the pre bid meeting if any.
 - (iii) participate in the Tender and submit the Tender on the due date for 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 **20,500/- (Twenty thousand five hundred only)**.

The Demand Draft / Pay Order as mentioned above in favour of the **CHAIRMAN, Chennai Port Trust** drawn from any Scheduled / Nationalized Bank payable at CHENNAI shall be enclosed with the Tender. This shall be kept in main cover and shall not be sent separately. **Tenders which are not accompanied by the Demand Draft / Pay Order will be summarily rejected and the concerned Tenderer and or his Authorised Representative will not be permitted to attend the Tender opening.**

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 award of contract and placement of Order on the Successful Tenderer.
- 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 be in favour of **CHAIRMAN, Chennai Port Trust** and it shall be enclosed along with the Tender document.

9. **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. All pages of the tender and where entries or corrections have been made shall be initialled by the person signing the tender.

The tender document should be submitted duly signed at the bottom of each page.

10. **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 Chennai Port Trust shall not be liable for any mistake or error in respect of the Tender Document. 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, during erection, testing and commissioning work.

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.

11. **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.

12. **FORMAT OF TENDER DOCUMENT**

The Tenderer shall furnish three copies of their covering letter, duly enclosing their own drawings, conditions if any, date and other information in triplicate to form a complete tender in all respects. Each copy of the offer shall be superscribed appropriately as "Original", "Duplicate" and "Triplicate".

13. **RIGHT TO ACCEPT/REJECT TENDERS**

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.

14. 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.

15. The Tender forms **Schedule "A-1"** contained in this tender document in triplicate shall be returned to the **Chief Mechanical Engineer, Chennai Port Trust** with his tender.

16. **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.

17. **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.

18 PRE-BID MEETING

No pre-bid meeting is planned for the Tender.

19. METHODOLOGY OF EVALUATION

The tenderer shall submit the bid as per the Trust Tender document.

The Main cover of the tenders will be opened at the Office of the CME department, 7th floor of Centenary Building at 2:30 PM on **31.01.2018** immediately after the closing time mentioned in the presence of Tenderers or their authorized representatives who have paid the EMD.

On the date of opening the Main cover, Cover-I alone will be opened and read. All the Sealed Cover II of various tenderer's will be put in one cover and sealed in presence of the tenderer or their authorized representatives who are present on the date of opening and will be kept in safe custody of the Trust. The date of opening of Cover II will be informed to the tenderer later.

The Cover-I will be evaluated as per the technical and commercial terms and conditions stipulated in the tender document. Based on the evaluation, the cover-II of all the technically and commercially qualified Tenders will be opened.

20. The Tenderer who resides and or carries on his normal business in India shall submit along with his tender an Income Tax Clearance Certificate from the Indian Income Tax Authorities concerned, valid and current at the time.
21. The Tender Form, Schedule 'A1' contained in this tender document in triplicate shall be returned to the Chief Mechanical Engineer, Chennai Port Trust, each of them duly filled in and signed by the Tenderer along with his Tender. Any tender not so signed on all pages of the papers in the tender is liable to be treated as being defective.
22. 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.
23. The Trust will not issue Form 'C' or Form 'D'. Hence, the Tenderers are advised to quote specifically & clearly the percentage of taxes and duties if any, in the price bid covers.
24. The Trust reserves the right to seek any Technical and commercial clarifications.

CHIEF MECHANICAL ENGINEER

CHENNAI PORT TRUST**TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM.****GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS**

1. (i) In the event of a tender being submitted by a firm it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do so.
- (ii) The Tender Document is available on the Chennai Port Trust's website **www.chennaiport.gov.in.** .

2. EARNEST MONEY DEPOSIT

- i) The amount of **Earnest Money Deposit is 20,500/-**. The amount may be in the form of Demand Draft/Pay order on any **scheduled/ Nationalized Bank payable at Chennai only** in the name of the **Chairman, Chennai Port Trust**.
- ii) To claim exemption under Clause (2) above, the Tenderers are required to produce an attested copy of the NSIC 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 NSIC certificate. No claims for exemption without the details stipulated above will be considered.
- iii)** In the case of the Demand Draft/Pay Order the same shall be kept in the main cover and not to be sent separately.

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 no relaxation with regard to payment of Earnest Money Deposit and Security Deposit will be made on the grounds that the Tenderers are on the approved list of the D.G.S. & D. Railways, etc. However, small Scale Units registered with the National Small Industries Corporation Limited are exempted from payment of Earnest Money Deposit provided a certificate from the Registering Authority is produced to substantiate their status as a Small Scale Unit currently registered with the National Small Industries Corporation Limited.

3. VALIDITY

The prices quoted by the Tenderer must be firm and should hold good at least for **180 days** from the date of opening of the tender. They should be inclusive of Tax 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.

4. EXECUTION OF CONTRACT AGREEMENT

- i) The Tenderer shall execute an agreement with the Trust within 15 days from the date of receipt of form of agreement document for execution of the agreement. If the Tenderer, whose tender has been accepted, fails to execute an agreement within 15 days from the date of receipt of documents for execution of the agreement, the earnest money deposit (EMD) and / or the performance warranty 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.
- ii) Further, if the successful Tenderer 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 Tenderer'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 Tenderer shall form a binding contract between the trust and the Tenderer.
- iii) The cost of stamping the contract agreement must be borne by the successful Tenderer.
- iv) The contract Agreement shall include amended final tender document, pre-bid queries, written replies to Pre-bid queries, , successful Tenderer's offer, 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 Tenderer.
- v) The place of stamping and signing of Agreement shall be at Chennai only.

5. INSURANCE

The Tenderer is advised to take necessary insurance at his cost for his employees, materials and machineries, etc.

6.0 SECURITY DEPOSIT

- (i) The person whose tender or any portion of whose tender is accepted 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 as security, in the form of Demand Draft / Bankers' Cheque drawn on any Scheduled Bank / Nationalized Bank, payable at Chennai.
 - (ii) The Deposit in any manner suggested above shall be to the extent of **10%** of the total contract amount of accepted tender including towards security for the due fulfillment of the conditions of contract and the Tenderer must execute an agreement in the form hereto annexed. Demand Draft / Bankers' cheque shall be furnished within 10 days from the date of placement of order. The Demand Draft/Banker's cheque shall be in favour of the **Chairman, Chennai Port Trust drawn from any scheduled / Nationalized Bank payable at Chennai**. No interest will be allowed on each deposit.
 - (iii) If the contractor have not remitted the Security Deposit amount within the stipulated time in the order, necessary interest @ 18% P.a. on SD amount will be levied for the delayed remittance from due date of remittance to date of realization/remittance of money. However, the security deposit shall be paid by the Contractor before commencement of work.
 - (iv) **The 50% security deposit amount deposited by the contractor will be refunded after successfully completion of entire work. The balance 50% will be refunded only after successful completion of the one year guarantee period.**
 - (v) Duly on payment of Security Deposit, the site will be handed over/work will be commenced.
6. On receipt of full deposit as arrived at in Clause (6) 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, of unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the final decision of awarding the contract. Alternatively the successful Tenderer shall when his tender is accepted, furnish security deposit as specified in Clause (6) above. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.

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 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.

7. The cost of stamping the agreement must be borne by the successful Tenderer.
8. 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.
9. Only such vehicles as are licensed by the Board will be permitted to enter into the Harbour premises.
10. The Tenderer shall enclose documents for having carried out works of a similar nature as per the 'Eligibility Criteria' mentioned in Technical Specification – Schedule 'A'.
11. Tenders will be opened in the "Office of the Chief Mechanical Engineer at the 7th floor of Centenary building , Chennai Port Trust, Rajaji Salai, Chennai –600 001 immediately after the closing time mentioned in the Advertisement in the presence of Tenderers, who have paid the earnest money including those specifically exempted in writing or their authorised representatives who are present at the time. Representatives of the firms, who have not paid the Earnest Money as specified in the Tender document will not be permitted to be present when the tenders are read out. Those specifically exempted should produce a copy of the exemption letter, if the tender opening Officers desire so. Eligible Tenderers as above should send letter of authorisation with attested specimen signature of their representatives, who are deputed to attend at the time of opening of Tenders. Representatives without such authorisation letters may not be permitted to be present to witness the opening.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST
CHAPTER IV

Instructions for Online Bid Submission & Instructions to the Bidders to submit the bids online through the eProcurement site <https://eprocure.gov.in>

- 1) Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
- 2) The Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as MTNL/SIFY/TCS / nCode/eMudhra.
- 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 should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- 5) Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/etoken.
- 6) Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- 7) Bidder should read the Tender schedules carefully and submit the documents as per the Tender else the bid will be rejected.
- 8) If there are any clarifications the same may be clarified during the pre-bid meeting.
- 9) Bidder should take into account the corrigendum's if any 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 the required format. If there are more than one document, they can be clubbed together.
- 11) Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
- 12) From the folder, appropriate tender can be selected and all the details can be viewed.
- 13) The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
- 14) 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.

- 15) 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 / will not be accepted by the system.
- 16) The rates should be offered in the format specified. (.xls format)
- 17) If the rates are not offered as per the given format the bid cannot be submitted / will not be accepted by the system.
- 18) Upon successful completion of the bid, the system will give a successful bid updation message, bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details.
- 19) The bid summary should be printed and kept as an acknowledgement.
- 20) The bid summary will act as a proof of bid submission for the subject Tender.
- 21) For any clarifications regarding the Tender, the bid number can be used as a reference.
- 22) The bids should be submitted on or before the prescribed date & time.
- 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.
- 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 e-tender 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 & cannot be viewed by any one until the prescribed date & time of bid opening.
- 26) The confidentiality of the bids would be maintained. Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 27) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 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

CHIEF MECHANICAL ENGINEER.

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 “**TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM** ” in conformity with said conditions of contract, specifications, drawings, 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 “**TENDER FO CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM** ” with all equipment, spares, etc., complete the work within **20 days** from the date of handing over of the craft.
3. We further undertake, if our tender is accepted, we will deposit within 10 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 General Rules and Directions as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within one month, 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 validity of the tender for the period 180 days from the date of tender opening.
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 a reasonable time 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

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 FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR AT CHENNAI PORT TRUST.

SCHEDULE - A
TECHNICAL SPECIFICATION

Scope of works

Chennai Port Trust proposes to carryout the following painting works on the under water hull portions of Tug Bharathiar

The work involves Cleaning the marine Sea growth and barnacle in the under water hull area, scrapping, cleaning with fresh water high pressure jet, painting with one coat of aluminium bitumen paint and another one coat of antifouling paint upto load line area.

Technical Specification

- 1 The marine sea growth and barnacle at the under water hull portion of 660 sq.m. area to be cleaned immediately after the Tug is beached / docked.
- 2 The under water hull portion for on area of 660 sq.m. has to be scrapped with hand scrapper and cleaned with fresh water high pressure jet.
- 3 One coat of Aluminium bitumen to be painted for a thick ness viz., DFT 1 X 75 (Micron) after the surface preparation of hull as approved by Trust's Engineers.
- 4 The contractor has to use only branded paints like Asian, Berger, Shalimar, Jotan, International Nippon, Sigma and Higkao.
- 5 One coat of aluminium bitumen (Seal coat) of 1 X 75 (micron) thickness for the surface area of 660 sq.m. has to be applied upto load line mark of under water hull portion.
- 6 The final coat of anti fouling paint of 1 X 75 (Micron) has to be applied for a surface area of 660 sq.m. upto load line mak at the under water hull portion
- 7 The DFT (Dry Film Thickness) of the applied paints to be measured as per standard in the presence of Trust's Engineer.
- 8 The contractor shall submit Manufacturer's Test Certificate and the guarantee certificate for the paints to be used.

GENERAL CONDITIONS:

1. Necessary scaffolding, if any, to be erected by the contractor for cleaning and painting work at their cost and the contractor has to quote the rate accordingly.
2. All tools, tackles, transportation requirements man power for the work is the responsibility of the contractor.
3. The Contractor shall ensure that minimum wages have paid to the employer engaged by the contractor.
4. Necessary entry passes have to be arranged by the contractor.
5. The Contractor should provide safety Gears / Devices to the employees engaged for the work.
6. The Contractor may inspect Tug / Slipway on which the Tug will be placed before quoting the rates.
7. The contractor should furnish the ESI certificate.
8. Insurance cover should be taken for the employees engaged by the contractor.
9. The contractor has to arrange for power and water supply on payment of necessary charges.
10. The Contractors has to arrange for fresh water for high pressure jet cleaning.
11. GST Registration certificate should be furnished

The rates shall be quoted for carrying out the above work in the Cost Schedule AI only and the price quoted shall be firm till the completion of work

Payment Terms

The payment shall be made within 30 days from the date of receipt of the bill.

ELIGIBILITY CRITERIA

The Average Annual Financial Turnover during the last three (3) years Ending 31st March 2017 should be at least INR Rs. 3,04,800 /- 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.

The Tenderer should have experience in similar works during last 7 years ending last day of month previous to the one in which tenders inviting should be either of the following:-

1 One similar completed work of contract value not less than Rs. 8,12,800 /- ie 80% of the total contract value

(OR)

2 Two similar completed work of contract value not less than Rs. 5,08,000 /- ie 50% of the total contract value

(OR)

3 Three similar completed work of contract value not less than Rs. 4,06,400 /- ie 40% of the total contract value

SIMILAR WORKS – means CLEANING OF THE SEA GROWTH, BARNACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF MARINE MERCHANT VESSEL, INDIAN NAVY, COAST GUARD ETC.

PI Note : The Tenderers shall enclose the copy of work order for similar works, successful completion certificates from clients indicating the date of completion, value of work done, etc. However the original documents shall be produced at the time of acceptance of the offer for verification purpose.

GENERAL TERMS AND CONDITIONS

1 The contractor shall inspect the site before quoting to acquaint themselves to know the constraints involved etc.

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

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

4 The Trust shall 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.

5 The entire work shall be completed within 20 days from the date of handing over of the craft.

CHIEF MECHANICAL ENGINEER

Sub : SPECIAL LIMITED TENDER AND e – TENDER FOR THE CLEANING THE SEA GROWTH, BARNACLES, SCRPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR.

SCHEDULE OF PRICES & QUANTITIES
SCHEDULE 'A1'

| S.No. | Description of Item/Work | Quantity | Unit / Rate | Cost |
|--------------|--|-----------------|--------------------|-------------|
| 1 | Charges for Cleaning of sea growth barnacles and scraping with hand scrapper and cleaning with fresh water high pressure jet at the under water hull portion | 660 sq.m. | | |
| 2 | Charges for painting of one coat of aluminium bitumen (Sealing coat) for DFT 1 X 75 (Micron) at the under water hull portion. | 660 sq.m. | | |
| 3 | Charges for final coat of antifouling paint (red / brown) DFT 1 X 75 (Micron) on the first coat of Aluminium Bitumen paint. | 660 sq.m. | | |
| 4 | GST (% to be specified) | | | |
| | Grand Total | | | |
| | Rupees | | | |

Note : Tax Shall be quoted separately. It should not be stated that the rate is inclusive of all Tax

FIRM'S SIGNATURE AND SEAL.

TENDER FOR CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UNDER TWO COVER SYSTEM .

SPECIAL CONDITIONS OF CONTRACT
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 Tenderer.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in ink both in figures and words in the Schedule of prices attached with the Tender Document. The prices quoted shall be inclusive off taxes, duties, freight, insurance; unloading etc. and any correction shall be supported by the Tenderer's signature there against.
4. 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'.
5. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever if necessary for comprehensive assessment of its merits and performance.
6. 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.
7. 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.

8. The Tenderer shall co-ordinate his work with that of other Tenderer's executing other works in the site and plans his work as to minimise inconvenience to others in the work site.
9. 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.
10. 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.
11. 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.
12. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agencies etc.) in connection with the bid.

RIGHTS FOR FORECLOSING THE CONTRACT:

13. 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 the 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 reserves the right to fore close the contract at any point of time during the contract period on the issue of the termination notice under the 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.
14. 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. Chief Mechanical Engineer (EC/OS), 2nd floor of Old Administrative Office Building, Chennai – 600 001. Extn. 25362201, Extn. 2273

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

TENDER FOR S CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UPPLY UNDER TWO COVER SYSTEM .

GENERAL CONDITIONS OF CONTRACT

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 WORKS" 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.
- (f) "CONTRACTOR" means the person or persons, firm or company whose tender has been accepted by the Board and Tenderer's permitted assigns.
- (g) "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.
- (h) "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 to time be furnished or approved in writing by the Chief Mechanical Engineer.

- (i) "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.
- (j) "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 Generator, 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. **DELIVERY AND COMPLETION PERIOD**

The entire work as per the Trust's technical specification shall be completed within **20 days** from the date of handing over of the craft.

In case of delay in the progress of work, the Chief Mechanical Engineer shall issue to the Tenderer a memo in writing pointing out the delay in the progress and calling upon the Tenderer 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 Tenderer 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 Tenderer.

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. 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.

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

6. **GUARANTEE PERIOD**

- (a) The contractor shall give guarantee for 12 calendar months for the performance of the equipment from the date of acceptance. During the guarantee period any materials are defective, the same shall be rectified and / or replaced at free of cost by the Tenderer.

- (b) If during this 12 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.

7.
 - (a) The Chief Mechanical Engineer reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.

- (b) **CONTRACTOR'S SUPERINTENDENCE**

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 or (subject to the limitations of Clause 9 hereof) the Chief Mechanical Engineer's representative.

8. 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.

9. The materials used on the work must be of first class variety corresponding to specifications laid in the contract. The work must be carried out in a workman like and expeditious manner. The Chief Mechanical Engineer's decision as to the quality of such materials and work shall be final and binding on the Tenderer.
10. 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.

11. CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE

The duties of the Chief Mechanical Engineer's Representative are to patch 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 Tenderer 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.

12. WORK TO BE 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.

13. 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.

In case of part/portions of the contract work/supply order completed and taken possession by the Trust and the Trust operates/can be made for operation of the part portion/supply order, the calculation of Liquidated Damages will be restricted to the uncompleted/undelivered value of the work/supply order subject to the amount of the maximum percentage prescribed for the Liquidated Damages/Late Delivery Charges of the total value of the contract/supply.

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 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.

14. 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.

- 15.** 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.

16. 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.

- 17.** 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.
- 18.** (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.
- 19.** 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.
- 20.** 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.

21. Only vehicles licensed by the Board will be allowed inside the Harbour premises.

22. 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 prescribed form once in a month.

23. CLEARANCE OF SITE ON COMPLETION

On completion of the works the Tenderer shall clear away and remove from the site all constructional temporary works, surplus materials and rubbish of every kind and leave the site and works clean and in a workman like condition to the satisfaction of the Chief Mechanical Engineer.

24. PAYMENT TERMS FOR THE TENDER

i) 100% payment will be paid within 30 days after satisfactorily completion and acceptance of the entire work.

The Tenderer shall quote the Bank Account details for the payment through ECS along with PAN and MICR No.

(ii) During this 12 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.

(iii) If any amount is deducted due to the Penalty clause during the guarantee period, the same amount shall be paid by the Contractor before receipt of the balance 50% of the security deposit. If the contractor does not attend to rectify the defects during the guarantee period as per the order and agreement the security deposit paid by the contractor will be forfeited.

" GST:-

1. 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 enable ChPT to avail applicable input tax credit.

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

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

2. Financial Evaluation:-

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.

3. Bid Format:-

The price quoted by the Contractor/ Supplier/ Vendor for the supply of goods or services or both shall be detailed below:-

BID FORMAT

Tender No. MEE/20/2017/Dy.CME (Marine)

Sub: **TENDER FOR S CLEANING THE SEA GROWTH, BARNAACLES, SCRAPING & PAINTING OF THE UNDER WATER HULL PLATES OF TUG BHARATHIAR UPPLY UNDER TWO COVER SYSTEM.**

| Sl No | Description | HSN Code/ SAC | Unit of Measurement | Qty | Rate per Unit | Base Price | SG ST Rate | CG ST Rate | IG ST Rate | SG ST Amt | CG ST Amt | IG ST Amt | Total Value |
|-------|-------------|---------------|---------------------|-----|---------------|------------|------------|------------|------------|-----------|-----------|-----------|-------------|
| (i) | (ii) | (iii) | (iv) | (v) | (vi) | (vii) | (viii) | (ix) | (x) | (xi) | (xii) | (xiii) | (xiv) |
| | | | Rs. | Rs. | | | % | % | % | Rs. | Rs. | Rs. | Rs. |
| | Total | | | | | | | | | | | | |

Notes:-

HSN – Harmonised system of Nomenclature

SAC – Service Accounting Code

Col No.(vii) = (v)*(vi)

Col.(xiv) = (vii) + (xi) + (xii) or (vii) + (xiii)

The Financial evaluation will be based on the total of Base Price mentioned in Colum(vii). Chennai Port GST No.33AAALC0025BIZ9.

The applicable GST on the taxable value of goods or services or both covered in this tender/contract will be paid by port as re-imburement on production of documentary evidences/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 acts will be deducted/recovered while accounting for or making payments to the vendor as per the applicable laws".

26. TAXES & DUTIES

All the Taxes and Duties applicable shall be borne by the Contractor. Port will consider any claim for the payment of Taxes and Duties on production of necessary documentary evidence with in schedule delivery period only.

The Port Trust shall reimburse the Taxes and Duties, which the port is liable to pay as per law alone shall be payable. If there is any changes in the rate of Taxes and Duties quoted in the Bid during the currency of contract, then the Port Trust shall reimburse the Taxes and duties including the excise duty at the revised rate, subject to the contractor producing the necessary documentary evidence for the payment to the Tax Authorities to the satisfaction of the Port Trust for reimbursement. Any new Tax levied by the Government after the award of contract, which Port Trust is liable to pay as per Law alone shall be reimbursed subject to submission of documentary evidences for payment of the same to the Tax Authorities.

Any new and variation in Taxes & Duties shall be applicable only during the scheduled completion period and new/variation in Taxes & Duties will not be allowed during the extended delivery/ completion period.

Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes & duties shall not be paid / reimbursed by the Trust under any circumstances.

In the event, the Contractor not indicating the rate of Taxes and Duties included in the price separately in the Bid, the port shall not pay any change in the rate of Taxes and Duties including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances.

27. SETTING OUT

The Chief Mechanical Engineer shall issue in writing basic data as regards level and alignment for the works in the form of a Bench Mark of Special level and a case line of specified relationship with reference to the alignment of the works. The Tenderer shall be fully responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the Tenderer on being required to do so by the

Chief Mechanical Engineer shall at his own expense rectify such error to the satisfaction of the Chief Mechanical Engineer unless such error is based on incorrect data supplied in writing by Chief Mechanical Engineer or the Chief Mechanical Engineer's representative in which case the expense of rectifying the same shall be borne by the Board. The checking of any setting out and or of any line, or level by the Chief Mechanical Engineer or the Chief Mechanical Engineer's representative shall not in any way relieve the Tenderer of his responsibility for the correctness thereof and the Tenderer shall carefully protect and preserve all bench marks, site rails, pegs and other things used in setting out the works.

- 28.** All amounts due to the Board by the Tenderer, if outstanding on account of supply of any materials, electricity, water services rendered in connection with the contract, repairs or rectification to works etc. shall be adjusted from the bills or any amount due to the Tenderer by the Board by way of outstanding, deposits etc.
- 29.** 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.
- 30.** 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.
- 31.** (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 and in the maintenance period. 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.

32. 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.

- 33. (i) The Tenderer shall conform to and comply with the regulations and bylaws 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 there under 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.

34. 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.

35. 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.

36. 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.

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

38. (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.

39. TERMINATION:

39.1. Termination for Default:

- (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 or in part:
 - (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 pursuant to GCC Clause 33;
 - (ii) if the Contractor fails to perform any other obligation under the Contract; or
 - (iii) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 41(a), 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 costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the contract to the extent not terminated.

39.2 Termination for Insolvency:

- (a) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

39.3 Termination for Convenience:

- (a) The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining goods, the Employer may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

40. 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.

41. 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.

42. Programme to be furnished:

The Tenderer shall furnish a phased programme of works as to how he intends complete the work to the Employer immediately on receipt the work order and to proceed with the preliminary preparations .The Tenderer shall indicate separate definite times for completion of various parts/milestones of the work. The Tenderer will be required to adhere to such programme so as to complete the entire work within the stipulated completion period. The tenderer shall submit a detailed Computerized squared network chart (PERT/CPM chart) indicating clearly the physical progress of work free of cost to Trust. Trust will monitor the progress of work in accordance with the chart so submitted , Should there be any delay attributed to any reason whether on the part of Trust or of the Tenderer, the Tenderer shall make available a revised squared network chart PERT/CPM with original actual dates and revised dates separately for each milestones as and when requested by Trust at

free of cost. This arrangement will continue till the deliveries, erection and commissioning are enacted and the contract work is completed. The PERT/CPM chart should be computerised and easily reproducible or modified. The soft copy of the PERT/CPM network should be made available to Trust at free of cost along with the prints of the chart.

43. **Watching and Lighting:**

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. 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. The entire work shall be carried out by the Contractor during the Office working hours only no extra lights will be provided by Trust.

44. **ESI ACT:**

The clauses related to Implementation of ESI Act, 1948 .

- (a) As per the Govt. Notification dated 20.07.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages / salary up to Rs.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 compliance of the ESI Regulation.
 - (iv) The tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers/labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Contractor.
 - (v) In case the tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.20.00 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/-
- (vii) The Contractor shall register with ESI Corporation and to obtain ESI Code as well as "PEHCHAN" Card (Identity Card) for their employees who are engaged for this work to avail the Social Security Benefit conferred under ESI Act.

CHIEF MECHANICAL ENGINEER.

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 following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a. Technical Specifications - Schedule `A'
 - b. Schedule of Quantities and prices - Schedule `A1'
 - c. Special Conditions of Contract - Schedule `B'
 - d. General Conditions of Contract - Schedule `C'
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.

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

Chief Mechanical Engineer thereof has hereunto set his hand in the presence of

Dy. Chief Mechanical Engineer.
Signed and sealed by the Contractor in the presence of

CHIEF MECHANICAL ENGINEER

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

1.

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)

For _____ (Name of the Tenderer)

APPENDIX - II

ADVANCE STAMPED RECEIPT

Received from the Chairman, Chennai Port Trust, Chennai a sum of **20,500/- (twenty thousand and five hundred only)** towards the refund of E.M.D. vide Tender No. MEE/20/2017/Dy.CME (MARINE)

Revenue
Stamp

Office seal with signature