



चेन्नई पोर्ट ट्रस्ट
CHENNAI PORT TRUST
MATERIALS MANAGEMENT DIVISION

TENDER NO. : MEE/T/KA/e-73/17/MM
BID SUBMISSION CLOSING DATE: 22/03/2017 AT 14.30 Hrs.
TENDER OPENING DATE : 23/3/2017 AT 15:00 Hrs.
EMD : Rs.1,56,600/-

Pre bid meeting will be held on 09/03/2017. The bidders are requested to attend the pre bid meeting for clarifications about online bidding.

e-PROCUREMENT OPEN TENDER
WITH TENDER CONDITIONS

For

SUPPLY OF 4 ITEMS OF U.G.CABLE
THROUGH e –PROCUREMENT ON WEBSITE

eprocure.gov.in

TENDER FEE : Rs.1000/-

VAT : Rs.50/-

TOTAL : Rs.1050/-

Chief Mechanical Engineer

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CHENNAI PORT TRUST
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

Materials Management Division
e-Procurement Through Online

TENDER NO: MEE/T/KA/e-73/17/MM

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

INSTRUCTIONS TO TENDERER

- 1) i) Tender / Bid shall be accepted through online mode and no manual submission shall be entertained.
ii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before **due date of closing time 22/03/2017 at 14:30Hrs.** The tender received after the due date and time will not be entertained:-
iii) Tender Document can be submitted online only in the designated two cover system on the e tender website **eprocure.gov.in** on or before the due date. The time of opening of technical bid will be on **23/03/2017 at 15:00Hrs.**
iv) Pre-bid meeting will be held on **09/03/2017**. The bidders are requested to attend the Pre-bid meeting for clarification about on line bidding.
v) Tenderer should submit the tender as per specification indicated in Schedule-A and in accordance with the instructions to tenderer i.e., General Rules and Directions for the guidance of Tenderer, Special Conditions of Tender- Schedule- 'B' and General Conditions of Contract – Schedule 'C'.
- 2) i) The amount of Earnest Money Deposit is **Rs.1,56,000/-**
ii) The Total cost of Tender Fee is **Rs.1050/- (Rs,1000/- + VAT @ 5%)**
iii) Tenderers can down load the Tender Documents from Website, EMD and cost of the tender document should be in the form of two separate Demand Drafts or Banker's Cheque drawn in favour of Chairman, Chennai Port Trust payable at Chennai. The original Demand draft/ Banker's Cheque towards EMD/ Tender Fee **(in sealed cover superscribed "EMD/TENDER FEE for Tender No.MEE/T/KA/e-73/17/MM, DUE ON 23/03/2017 (SUPPLY OF 4 ITEMS OF UG CABLE))** is to be sent to The Chief Mechanical Engineer, Materials Management Division, III floor, Chennai Port Trust, Rajaji Salai, Chennai-1 so as to reach this office on or before the closing date and time.
iv) Tenderers having valid NSIC Certificate for the exemption of Earnest Money Deposit shall send scanned copy in accordance with the Condition No.11 (a) and (b) of General Rules and Directions for the guidance of Tenderer.

3) COVER–I DETAILS : TECHNICAL AND COMMERCIAL

This shall contain scanned copy of the following.

- i) Demant Draft / Bankers Cheque for EMD and Tender Fee.
- ii) NSIC Certificate for exemption of EMD as per Condition no: 11(a) & (b) below.
- iii) Documents required as per Pre Qualification Criteria such as proof of manufacturer / dealer, executed purchase order copies, relevant invoice copies /acceptance report etc as per SCHEDULE – A of the Tender Document.

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

Price Schedule.

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

5) EVALUATION PROCESS:

A proposal shall be considered responsive if

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender document.
- d. Contains E.M.D and cost of the document (wherever applicable).
- e. It contains information in formats specified in the Tender document.
- f. It mentions the validity period as set out in the document.
- g. It provides the information in reasonable detail (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by the Port Trust without communication with the Qualified Applicant). The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
- h. There are no significant inconsistencies between the proposal and the supporting documents.
- i. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Tenderer.
- j. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicants presenting substantially responsive bids.

- k. The Port Trust reserves the right to reject any Tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
- l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- 6) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and cover-II – Price bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers. Hence, tenderers shall submit advance stamp receipt for return of EMD to the Disqualified tenders immediately.
- 7) The date and time will be intimated to tenderers whose offers are found suitable and cover-II of such tenderers will be opened on the specified time and date.
- 8) The tenderers should specifically note that they should send their offer in line with all conditions Covered in schedule A, B and General Rules and Guidance in all respects, so as to finalise the tender at the shortest period and also this will facilitate to return the EMD to the unsuccessful tenderers at the earliest. The offers with deviation in any of the conditions will be summarily rejected and no further correspondence regarding the clarification will be made after opening of the tender.
- 9) The price quoted by the tenderer must be firm and should hold good at least for 120 days from the date of opening of the Tender.
- 10) The person whose tender or any portion of whose tender is accepted he must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the Chief Mechanical Engineer at his discretion, deposit a Security of 5% of the total value of the contract as mentioned below.
- (i) Tenderer shall furnish Security Deposit upto Rs.5 Lakhs in the form of Demand Draft / Bankers' cheque drawn on any Scheduled Bank / Nationalized Bank, payable at Chennai and in the event of the security deposit exceeding Rs.5 Lakhs, the total amount or the amount in excess of Rs.5 Lakhs be deposited, in the form of Bank Guarantee issued by any Scheduled Bank / Nationalized Bank enforceable and encashable at Chennai. The Bank Guarantee without the provision for enforcement and encashment at Chennai cannot be accepted. However the outstation Bank Guarantee without provision for enforcement and encashment at Chennai can be accepted only in exceptional cases provided if the firm is willing to pay a non-refundable sum of Rs.10,000/- (Rupees Ten Thousand only). This aspect should be confirmed in the Tender.
- (ii) The deposits in any manner suggested above shall be to the extent of five percent of the total amount of the accepted tender towards security for the due

fulfillment of the conditions of Contract and Tenderer must execute an agreement in the form here to annexed.

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

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

- 11) (a) It is to be specifically noted that this tender does not come within the purview of the system of registration of approved suppliers in vogue with the Trust and as such firms who are registered as an approved supplier are required to pay the Earnest Money Deposit to participate in this tender in accordance with clause No.2 above. No relaxation with regard to payment of Earnest Money Deposit and Security Deposit will be made on the ground that the Tenderers are on the approved list of D.G.S. & D. Railways etc. However small scale units registered with National Small Industries Corporation Limited are exempted from the payment of Earnest Money Deposit provided a Photo copy of the Certificate from the registering authority duly attested by a Gazetted Officer of Central /State Government is produced to substantiate their status as a small scale unit currently registered with the National Small Industries Corporation Limited. With regard to payment of Security Deposit, there is no relaxation to National Small Industries Corporation's Registered unit also.
 - (b) The NSIC certificates required to be submitted as per the condition above should contain all the items in the tender and even if any one of the tendered item is not covered in the NSIC Certificate, the offer is liable for rejection. Since the permanent certificate issued by NSIC is stated to be valid for a period of 2 years only from the date of issue and in such cases validated certificate copy in the manner prescribed should be submitted along with the quotation.
- 12) Whereas a person whose tender has been received on behalf of the board intimates the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender, or goes behind the clarification made before the Chief Mechanical Engineer or the Tender Committee appointed to scrutinize the Tender in respect of the terms of the Tender or withdraws the tender before receipt of final acceptance where a person whose tender has been accepted fails

- a) to execute an agreement in such form as aforesaid in respect of all goods or materials for which the tender is accepted within 10 days of such acceptance is made known to him
(or)
- b) to furnish the Guarantee Bond within the prescribed time, the Earnest Money deposited by such persons shall be forfeited and in case the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

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

- 13) The cost of stamping agreement must be borne by the successful Tenderer.
- 14) The Chief Mechanical Engineer does not bind himself to recommend for acceptance of the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more Tenderers.
- 15) (i) Only such vehicles as are licensed by the Board will be permitted to enter into the Chennai Port Trust.
 - (ii) Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) Near Anchor Gate Hospital or from the Office of the Materials Management Division, Old Administrative Office Building (Annexe), to gain entry into the Trust's premises if necessary.
- 16) Tenders will be opened at the Office of the Materials Management Division, III Floor, Old Administrative Building (Annexe), Chennai Port Trust, Rajaji Salai, Chennai-600 001, immediately after the closing time mentioned in the advertisement those who have paid the Earnest Money including those exempted..
- 17) The Tenderer shall clearly state in his tender the foreign exchange involved if any and if so the country currency and those of the principals involved. "The Tenderer shall also furnish details of credit facilities that could be made available".
- 18) The **Telegraphic/Telex/Fax/E-Mail** offers will be treated as **defective**, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

- 19) 100% payment will be made within 30 days from the date of acceptance of supply. To make payment through ECS, furnish the following details ::
- a. Name of the Bank and Branch details
 - b. Account Number (Bank account shall be linked with Aadhar Card for effecting payment)
 - c. MICR Number and IFSC code
 - d. Type of Account
 - e. CST / VAT Number
 - f. PAN Number
 - g. MOBILE NUMBER.
- 20) The contract will be finalized on individual item basis. If there is specific mention in the Schedule 'A' of this document to the effect that all the items will be taken together for evaluation purpose and contract will be finalized on single supplier, then this clause becomes nullified.
- 21) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 22) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
- 23) Any misrepresentation of facts (or) furnishing false information by the tenderer are liable to be blacklisted, declaring them ineligible for a stated period of time.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST
SCHEDULE 'A'
SCHEDULE OF SPECIFICATION

Sl.No.	ITEM CODE NO	DESCRIPTION	UNIT	QTY
1.	X2705128	70 SQ MM X 3 ½ CORE ALUMINIUM CONDUCTOR PVC INSULATED ARMOURED UG CABLE 1100 VOLTS AS PER IS - 1554 PART – I/ OR LATEST	MR	1500
2.	X2705131	185 SQ MM X 3 ½ CORE ALUMINIUM CONDUCTOR PVC INSULATED ARMOURED UG CABLE 1100 VOLTS AS PER IS - 1554 PART – I/ OR LATEST	MR	2000
3.	X2705132	300 SQ MM X 3 ½ CORE ALUMINIUM CONDUCTOR PVC INSULATED ARMOURED UG CABLE 1100 VOLTS AS PER IS – 1554 PART – I/ OR LATEST	MR	1000
4.	X2705139	50 SQ MM X 4 CORE ALUMINIUM CONDUCTOR PVC INSULATED ARMOURED UG CABLE 1100 VOLTS AS PER IS – 1554 PART – I/ OR LATEST	MR	1500

MAKE : POLYCAB/FINOLEX/HAVELLS/TORRENT ONLY FOR THE ABOVE SAID FOUR ITEMS .OFFER FOR OTHER MAKES WILL NOT BE CONSIDERED.

PRE QUALIFICATION CRITERIA

- 1) The Tenderer should be a manufacturer /authorized dealer of CABLES AS PER IS 1554 PART – I/ or latest for the last 5 years as on the date of tender opening, for the above required makes. In case of authorized dealer, they have to furnish valid dealership certificate from the manufacturer.
- 2) The firm should furnish copy of the valid BIS License for IS 1554 Part I / or Latest. The License shall be valid as on the date of Tender opening.
- 3) The Tenderer should have executed purchase orders for CABLES as per IS 1554 / PART – I :-

- a) One single order of Rs. 62.64 LAKHS and above OR
- b) Two orders of Rs. 39.15 LAKHS each OR
- c) Three orders of Rs. 31.32 LAKHS each

during the last 5 years as on the date of tender opening.

- 4. Technical Data Sheet (Guaranteed technical particulars) detailing the physical parameters of conductor and insulation, overall diameter, weight of cable, rating factor, continuous current rating and other relevant details in accordance with BIS shall accompany the Tender

NECESSARY PURCHASE ORDER COPIES ALONG WITH THE RELATED INVOICE COPIES / ACCEPTANCE REPORT FROM THE PURCHASER SHALL BE ENCLOSED ALONG WITH COVER II FOR HAVING EXECUTED THE SUPPLY.

OTHER TERMS & CONDITIONS

- 1. Rate shall be quoted on per metre basis.
- 2. The following information shall be embossed at every 10 metres interval , in addition to Manufacturer's name (or) Trade mark , Electric voltage grade , CH.P.T . Cable size , Cable length etc and ISI Mark. Both ends of the cable shall be sealed properly. The packing should contain Nett, Gross weight etc.
- 3. Manufacturer's works test certificate in accordance with type test; acceptance test and routine test shall be furnished along with the supply.
- 4. Confirm that cable will be supplied in the wooden cable drum and shall confirm to BIS 10418-1982 (latest) and shall furnish the following information stenciled on the drums.
 - a. Reference to the Indian Standard.
 - b. Manufacturer's name, Brand name or trade mark
 - c. Type of cable and voltage grade.
 - d. Number of cores and size of the cable
 - e. Length of the cable on the drum

- f. Direction of rotation of the drum
- g. Gross weight
- h. Net weight
- i. Tare weight
- j. Year of manufacture.
- k. Purchase order No. & date.

The end of the cable shall be sealed by means of non-hygroscopic sealing material. Cable drums without the above shall be rejected.

- 5. The cable shall be guaranteed for a minimum period of 12 months from the date of laying or 18 months from the date of supply whichever is earlier. The Guarantee Certificate should accompany the supply. Confirm the same.
- 6. The cable shall be supplied in one continuous length as per standard manufacturing length with tolerance of plus (or) minus 5%.
- 7. The tenderer shall agree for pre despatch inspection and testing in the presence of the Trust representative. The Trust reserves the rights in deciding this condition. If decided to carryout pre-despatch inspection at firm's factory, the delivery period between the date of receipt of inspection call letter from the suppliers till the completion of inspection by the Trust official at firm's factory will be extended accordingly without invoking L.D clause.
- 8. **The delivery period shall be 10 weeks from the date of order.**
- 9. Make/Brand name of offer should be mentioned clearly without fail.
- 10. The Contractor shall unload the cable drums and hand over in good condition without any damage at Trust premises.

INTEGRITY PACT:

It is specific requirement for considering bid that the bidders should sign and submit an “ INTEGRITY PACT ” to be executed between the bidders and Chennai Port Trust. The same may be confirmed in cover II. Otherwise the bid will be rejected. The proforma for integrity pact is enclosed. The Tender document shall be signed by the tenderer in all pages including INTEGRITY PACT with office seal.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

SCHEDULE – ‘B’

SPECIAL CONDITIONS OF TENDER AND SUPPLY.

- 1) The rates should be quoted only on units basis as shown in Schedule “A”. The basic rates, excise duty, sales tax / vat, freight, etc., should be specified clearly and tenderer shall quote for delivery of material at Chennai Port Trust’s stores including unloading of material. In case any packing and forwarding charges applicable the same may be indicated. The Trust is not eligible for ‘C’ or ‘D’ form for availing concessional rate of C.S.T.
- 2) In the event of the award of contract, the consignment shall be booked in the name of Deputy Materials Manager(Depots), Chennai Port Trust, Chennai – 600 009.
- 3) The basic prices quoted for the materials offered shall be firm and not subject to any variation at any stage till the completion of the Contract in all respects. This must be clearly stated in the Tender to avoid correspondence.
- 4) The goods offered shall conform to relevant BIS specification wherever applicable. It must be specifically confirmed in the tender whether the goods will be supplied with ISI mark or not.
- 5) Name of the manufacturer of the goods offered shall be specifically stated and the manufacturer’s Test Certificate should accompany the supply
- 6) **The goods shall be guaranteed for a satisfactory performance for a period of 18 months from the date of supply or 12 months from the date of installation whichever ever is earlier. A guarantee certificate to that effect should be sent along with the supply.**
- 7) The time of delivery is important and the Trust’s preferred delivery period is as indicated in Schedule - ‘A’.
- 8) The supplier shall give a programme of the proposed supply of the materials tendered during the total contract period and get it approved by the Chief Mechanical Engineer. In case of Delay in the supply, the Chief Mechanical Engineer shall issue to the supplier a memo in writing, pointing out the delay in the supply and calling upon the supplier to explain the cause for the delay within 3 days of the receipt of the memo. If the Chief Mechanical Engineer is not satisfied with the explanation offered, he may forfeit the Security Deposit and or withhold payment of pending bills in whole or part. The supplier may appeal to the Trust’s Chairman against the order of the Chief Mechanical Engineer forfeiting the Security Deposit and withholding of bills within a week of the said order and the decision of the Chairman shall be final and binding on the supplier. If the Security Deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer and such order becomes final, the supplier shall make good the Security deposit or part of such deposit so forfeited

within a fortnight thereafter or such further time as the Chief Mechanical Engineer may grant, failing which the Chief Mechanical Engineer may Terminate the contract.

9) This clause is applicable where value of purchase order exceeds Rs.1 Lakh.

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

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

b) Where the delivery period is more than 4 weeks

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

c) In case of part supply, the calculation of Liquidated Damages will be restricted to the incomplete/ undelivered value of supply order subject to the amount of maximum percentage prescribed in the Liquidated Damages/Late Delivery Charges of the total value of the order.

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

e) If the supplier has delayed/not supplied after giving due notice, the supply order will be cancelled and any additional expenditure incurred by the Trust in procuring such material will be recovered from the supplier for non performance/delay in execution of the supply from the money due or belonging to the supplier with the Board.

10) The supply shall be subject to inspection by the Chief Mechanical Engineer or his representative at the Chennai Port Trust Stores or at the firm's works by Trust's Engineer before dispatch and his decision as to the acceptance or rejection of any materials as not conforming to specification and or approved sample shall be final and binding on the tenderer. Such of the materials as are rejected shall be removed by the Tenderer at his own expense and replaced by fresh ones within a reasonable time.

11) The Contractor's bill for the supply will be passed for payment and the Contractor will be paid the amount due to him towards the supply of the materials within 30 days. The Contractor shall send an advance stamped receipt along with the bill to avoid delay in payment, failing which the bill will be returned to the Contractor.

12) 50% (Fifty percent) of the amount deposited by the Contractor as Security amount under the contract will be refunded after acceptance of the full quantity, the balance

50% being held as deposit until the completion of the Guarantee period specified in clause (6) above. If any defects in the goods are noticed during the guarantee period which in the opinion of the Chief Mechanical Engineer are due to bad materials, defective workmanship, the contractor will be required to replace the goods free of cost to the Trust as the Chief Mechanical Engineer deems necessary or in the event of the tenderer failing to do this within a reasonable time, the Chief Mechanical Engineer may arrange for such repairs to be done and deduct the cost thereof from the amount that may have been spent in excess of the deposit or collect the cost thereof from the guaranteeing bank before discharging the Guarantee Bond without prejudice to the recovery of any amount that may have been spent in excess of the amount recoverable as per the guarantee bond directly from the Contractor.

- 13) It must be clearly understood that the price quoted in the tender are to include everything required to be done by the specification and the conditions of tender and supply for the proper completion of supply although special mention thereof may have been omitted in the specification.
- 14) In the case of tenderer proposing to furnish Bank Guarantee towards security deposit, the same shall be executed within thirty days from the date of execution of the agreement, failing which the contract is liable to be treated as null and void and the Earnest Money deposited by the Tenderer shall be forfeited. The name of the Bank from whom the Bank Guarantee will be furnished may be indicated in the tender itself or immediately on receipt of the Tender acceptance letter to proceed further with the execution of Agreement. While furnishing the Bank Guarantee, it may be noted that such guarantee issued by any Nationalized/Scheduled Bank in Chennai City, enforceable and encashable at Chennai alone will be accepted. Any deviation to this will not be accepted under any circumstances.
- 15) Payment for the supplies made and accepted will be arranged only after the acceptance of Bank Guarantee Bond, however, the Chief Mechanical Engineer at his discretion can arrange payment for supplies received and accepted, pending receipt of Bank Guarantee after deducting the sum equivalent to the Security Deposit from the firm's bill.
- 16) The Tenders should be complete in all respects so as to enable a decision being taken without calling for clarification on technical aspects or on terms and conditions. If the tenders are incomplete the offer is likely to be bypassed.
- 17) If the tenderer intends to deviate from the above terms of specification or schedule to any extent or to stipulate any special conditions of supply, he must clearly state them in the tender.
- 18) The Chief Mechanical Engineer reserves the right to increase or decrease the quantity to the extent of 25% before completion of contract.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

SCHEDULE – ‘C’

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

CONTRACTOR.

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

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

Now it is hereby agreed to as follows:

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

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

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

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

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

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

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

Chief Mechanical Engineer
CHENNAI PORT TRUST

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

Shri.

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

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

CONTRACTOR

1.

2.

WHEREAS M/s. _____

_____ with its Registered Office at _____

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

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

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

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

ADVANCE STAMP RECEIPT

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

Station :

SIGNATURE WITH OFFICE SEAL

Date :

(duly affixing Re.1/- Revenue Stamp)

Instructions for Online Bid Submission
Instructions to the Bidders to submit the bids online
thro' the e Procurement site
<https://eprocure.gov.in>

- 1) Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
- 2) Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site
- 3) Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site and download the required documents /tender schedules for the tenders he is interested.
- 5) Bidder then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/etoken.
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications . or during the pre-bid meeting. Bidder should take into account of the corrigendum’s published before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document , they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender.. The original should be posted / couriered /given in person to the specified location as per Tender Document , latest by the last date of bid submission.
- 11) Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
- 12) From the my favorites folder, he selects the tender to view all the details indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 15) The details of the DD/any other accepted instrument , physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 16) The bidder has to enter the password of the DSC/etoken and the required bid documents have to be uploaded one by one as indicated.
- 17) The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder , his bid will be rejected.
- 18) The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant

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

- 19) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 20) The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 21) For any clarifications with the TIA, the bid number can be used as a reference.
- 22) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the eProcurement system. The bidders should follow this time during bid submission.
- 25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 27) Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 28) For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance

FORM – X

PROFORMA OF INTEGRITY PACT

The tenderer shall submit Integrity Pact Agreement along with Cover I (to be executed on Rs.100/- non-judicial stamp paper with witnesses)

GENERAL

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)

BETWEEN

Chennai Port Trust, represented by Chairman, Chennai Port Trust, Chennai hereinafter referred to as “THE PRINCIPAL” / “EMPLOYER”

AND

..... represented by Shri hereinafter referred to as “The BIDDER / CONTRACTOR”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for (Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS / CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their

competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER / CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract. The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairman / Chief Vigilance Officer of Chennai Port Trust any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONTRACTOR

The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the post contract stage.

- i. The Bidder /Contractor will not enter with other Bidder/Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for showing or forbearing to show favour or disfavour to any

- person in relation to the contract or any other contract with the Principal.
- v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
 - vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - viii. The Bidder / Contractor, either while presenting the bid or during pre- contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - ix. The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - xi. The Bidder / Contractor shall not use improperly, for purposes of

- competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
 - xv. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer

Previous Transgression

The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify Bidder / Contractor's exclusion from the tender process.

If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / Employer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the P PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.

(iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to

deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.

(vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

(xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.

(xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (x) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.

(xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER /

CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal at a lower price, then that very price, with due allowance for elapsed tie, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

Independent Monitors

The Principal/Employer has appointed Independent External Monitors (hereinafter referred to as Monitors) **Shri.P.Tamilvanan**, No.714, Poosaripalayam, Coimbatore – 641003 for this Pact in consultation with the Central Vigilance Commission.

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Chennai Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR will also grant the Monitor, upon his request and

demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.

(f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Chennai Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of

the BIDDER / CONTRACTOR and the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the Purpose of such examination.

Other Provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL / EMPLOYER.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the Bidder / Contractor including warranty period whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chennai Port Trust.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Equal treatment of all Bidders / Contractors /Sub-Contractors

- a) The Bidder / Contractor undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors and Sub-Contractors.
- c) The Principal will disqualify from the tender process all Bidder / Contractors who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at on -----.

The Principal represented
by the Chairman, Chennai Port Trust

BIDDER / CONTRACTOR

Name of the Officer

Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Date: