



चेन्नई पोर्ट ट्रस्ट CHENNAI PORT TRUST

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER NO.MEE/02/2017/DY.CME(R&D)

e-TENDER FOR "SUPPLY, TESTING AND COMMISSIONING OF 1 NO. TRAILER PUMP COMPLETE WITH ALL ACCESSORIES ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIVE YEARS AFTER TWO YEARS FREE GUARANTEE PERIOD AT PORT FIRE SERVICE, CHENNAI PORT TRUST"

**TENDER DOCUMENT COST : Rs.525/-
(Inclusive of 5% VAT)**

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

TENDER NO: MEE/ 02 /2017/Dy.CME(R&D)

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NOTICE INVITING TENDER

CHENNAI PORT TRUST CHENNAI - 600001

NIT No: MEE/ 02 /2017/Dy.CME(R&D)

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On line tenders are invited for the above work as per the details given below through e-procurement mode on website **eprocure.gov.in**

Details about tender:

Department Name Circle/ Division	Mechanical & Electrical Engineering Department CHIEF MECHANICAL ENGINEER, Dy.Chief Mechanical Engineer (R&D) Division, Old Administrative Office Building, II Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	MEE/ 02 / 2017 / Dy.CME(R&D)
Name of Work	e-Tender for “Supply, Testing and Commissioning of 1 No. Trailer Pump complete with all accessories along with Comprehensive Annual Maintenance Contract for Five Years after two years free Guarantee Period at Port Fire Service”.
Estimated Contract Value (INR)	Rs. 22,61,000/-
Period of contract	The contract period 120 days from the date of receipt of the work order.
Bidding Type	Open
Bid Call (Nos.)	Two
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)

Qualifying Criteria :	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>2.1 An average annual financial turn over during the last 3 years, ending 31st March 2016, should be at least 30% of the estimated cost (i.e.) Rs.6,78,300/-.The copies of last three years audited Profit & Loss account and Balance sheet shall be furnished (2013-14,2014-15 & 2015-16).</p> <p>2.2 The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited and should fulfill either of the following:-</p> <p>a. Three similar completed works costing not less than the amount equal to 40% of estimated cost i.e.Rs.9,04,400 /- each (OR)</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of estimated cost i.e. 11,30,500/- each (OR)</p> <p>c. One similar completed work costing not less than the amount equal to 80% of estimated cost i.e.18,08,800/- .</p> <p>2.3 The tenderer should enclose a declaration/undertaking in non judicial stamp paper duly stating that the firm will carry out the Comprehensive Annual Maintenance Contract (CAMC) as per maintenance schedule and any repair/service call from Chennai Port Trust should be attended and completed within 7 days time.</p> <p>2.4 The tenderer should quote Comprehensive Annual Maintenance Contract (CAMC) for 5years,otherwise the offer will be treated as invalid and not considered for evaluation.</p> <p>Note: Copy of the work orders of similar work and its completion certificate with value, period of contract, work order reference number and date should be furnished.</p> <p>Similar works means: “Supply of Trailer Pumps of water discharge capacity @ 1800 litres per minute and above capacity”.</p>
Tender Document Cost	Rs.525/- in favour of The Chairman, Chennai Port Trust, Chennai
Bid Security/ EMD (INR) :	Rs.45,500/- in favour of The Chairman, Chennai Port Trust, Chennai
Bid Document Downloading Start Date	24 / 02 / 2017 onwards
Last Date & Time for Receipt of Bids	21/ 03 / 2017 @ 14:30 Hrs.
Bid Opening Date	22/ 03 / 2017 @ 15:00 Hrs.
Documents required to be submitted by scanning through online	Documents in support of fulfilling qualifying criteria as indicated above.
Bid Validity Period	180 Days
Officer- Inviting Bids:	CHIEF MECHANICAL ENGINEER

Bid Opening Authority :	CHIEF MECHANICAL ENGINEER
Address:	Chief Mechanical Engineer, VII Floor, Centenary Building, Rajaji Salai, Chennai – 600 001.
Contact Details :	Shri V. Thuraipandian, Deputy Chief Mechanical Engineer R&D Chennai Port Trust, 2 nd Floor, Old Admn. Office Building, Rajaji Salai, Chennai – 600 001. Phone No: 044 – 25312450 Email: v.thuraipandian.chpt@gov.in

NOTE:

In case bidders need any clarifications or training to participate in online Tenders, they can contact e-Procure Support team at following address:-

Shri V. Thuraipandian, Deputy Chief Mechanical Engineer R&D,
2nd Floor, Old Administrative Office Building, Chennai Port Trust,
No.1, Rajaji Salai, Chennai – 600 001,
Phone No. 044 – 25312450.

CHIEF MECHANICAL ENGINEER.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Bidders to follow the following procedure to submit the bids online through the e-Procurement site <https://eprocure.gov.in>

1. Bidder should do the registration in the tender site using the 'Click here to Enroll' option available.
2. Then the Digital Signature of SIFY/TCS/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/e-token.
6. Only one DSC should be used for a bidder and should not be misused by others.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the corrigendum's published before submitting the bids online.
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 is 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 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 bid.
14. The Bidder has to select the payment option as offline to pay the EMD and cost of the Tender 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.

16. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
17. The rates offered details have to be entered separately in a spread sheet file (xls) 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 documents to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However 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 e-procurement system. The bidder 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 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. Tenderer is required to submit their tender through online on or before due date of closing time. The tender received after the due date and time will not be entertained.

Tender Document can be submitted online only in the designated two cover system on the e-tender website eprocure.gov.in on or before the due date and time. However, one Hard copy of the sealed and signed Tender without price bid shall be submitted as specified in the Tender.

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

29. **Technical and Commercial bid(Cover-I)**

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

- i) Demand Draft for EMD/Valid NSIC Certificate.
- ii) Demand Draft / Banker's Cheque for Tender Document Cost.
- iii) Documents required as per Pre Qualification Criteria as specified in the Tender.

30. **Price Bid (BOQ) –(cover-II)**

Price should be quoted in Online "Price Schedule – 'A1' (as per BOQ). Price should be quoted in a spread sheet file (.xls format) available in e- procurement portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

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

32. **Other conditions:**

- a. There are no significant inconsistencies between the proposal and the supporting documents.
- b. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
- c. The Port Trust would have the right to seek clarification on Techno- commercial conditions wherever necessary.
- d. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover – II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
- e. The date and time of price bid opening will be hoisted in trust website.

33. **AMENDMENT TO TRUST TENDER DOCUMENT :**

The Trust may for any reason and at any time prior to the deadline for submission of tender, whether at its own initiative or in response to clarifications requested by the Tenderer, modify the Trust Tender Document by the issuance of Addendum.

The Tenderers will have to regularly check the Trust's website www.chennaiport.gov.in and CPP Portal www.eprocure.gov.in for any addendum published. The Trust will not be held responsible if the tenderers have not read the addendum published.

In order to offer reasonable time for the prospective Tenderer to take an Addendum into account, or for any other reason, the Chennai Port Trust may, at its discretion, extend the Tender due date, if considered necessary.

Any Addendum thus issued to all the Tenderers and Tender Committee Meeting shall form part and parcel of the Agreement.

CHIEF MECHANICAL ENGINEER

INSTRUCTION TO TENDERERS (ITT)

1. Tenders in sealed covers superscribed as **e-Tender for “Supply, Testing and Commissioning of 1 No. Trailer Pump complete with all accessories along with Comprehensive Annual Maintenance Contract for Five Years after two years free Guarantee Period at Port Fire Service, Chennai Port Trust”** as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contract, etc. are submitted through Online submission not later than **14.30 Hrs. on 00.03.2017** and one sealed and signed hard copy with out Price bid shall submitted to the office of the Chief Mechanical Engineer, Chennai Port Trust located at the 7th of floor of the Centenary Building at **15.00 Hrs. on 00. 03 .2017**.

The Tenderers those who have downloaded the Tender Document from the Trust’s Website should send a Demand Draft / Banker’s cheque for Rs.525/- (Rs.500 + 5% VAT), being the non-refundable sum towards the cost of Tender Document, in favour of “CHAIRMAN, Chennai Port Trust” at Chennai, so as to reach **on or before 14.30hrs. 00.03.2017** along with the covering letter, addressed to “The Chief Mechanical Engineer, Mechanical and Electrical Department, 7th floor of Centenary Building, No.1, Rajaji Salai, Chennai Port Trust, Chennai – 600 001. The Tender Document is also available on the Chennai Port Trust’s Website www.chennaiport.gov.in for downloading.

2.0 ELIGIBILITY CRITERIA:

- 2.1) The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2016 should be at least **INR Rs.6,78,300/-**. 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 2013-14, 2014-15 and 2015-16).
- 2.2) The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which Tenders are invited and should fulfill either of the following:-
- a) **Three** similar completed works of contract value not less than **Rs.9,04,400/- each** ie 40% of the total contract value
(OR)
 - b) **Two** similar completed works of contract value not less than **Rs.11,30,500/- each** ie 50% of the total contract value
(OR)
 - c) **One** similar completed work of contract value not less than **Rs.18,08,800/-** ie 80% of the total contract value
- 2.3 The tenderer should enclose a declaration/undertaking in non judicial stamp paper duly stating that the firm will carry out the CAMC as per maintenance schedule and any repair/service call from Chennai Port Trust should be attended and completed within 7 days time.
- 2.4 The tenderer should quote CAMC for 5 years ,otherwise the offer will be treated as invalid and not considered for evaluation.

Similar works means: “Supply of Trailer Pumps of water discharge capacity @ 1800 litres per minute and above capacity”.

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, work order reference number and date etc.

3. EVALUATION PROCESS

The prices for the equipment and **Net Present Value (NPV) @ 10% factor** of CAMC Charges inclusive of taxes for five years will be taken for arriving the order of merit. However the NPV will be calculated manually and the lowest offer will be intimated.

4. TECHNICAL & COMMERCIAL COVER-I

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

- a) The Earnest Money Deposit for this tender is Rs. 45,500/- (Rupees forty five thousand and five hundred only). The amount may be in the form of Demand Draft/Pay Order on any Nationalised/Scheduled Bank payable at Chennai only in the name of the Chairman, Chennai Port Trust.
- b) The EMD cost in the form of Demand Draft/Pay Order shall be kept in main cover and shall not be sent separately.
- c) The tender document cost, and covering letter shall be kept in the main cover and shall not be sent separately.
- d) Tender documents with seal & sign in all pages with relevant documents either in the scanned copy or hard copy.
- e) The tenderer should not indicate the rate anywhere directly or indirectly in cover-I. Any such offers will disqualify the tender forthwith.

5. COVER –II

The Cover – II Schedule of Quantities and Prices BOQ (Price Bid) shall be submitted through on line only.

5.1 HARD COPY

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

6. POWER OF ATTORNEY

Tenderers are required to submit a Power of Attorney as in Appendix III. 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 and other informations shall be provided in English only.

8. EARNEST MONEY DEPOSIT

Tenders not submitted with the EMD, the technical bid will not be opened for further evaluation and will be summarily rejected. The Earnest Money Deposit shall be refunded to the Tenderers as follows:

- a) Successful Tenderer – EMD shall be adjusted for Security Deposit.
- b) Unsuccessful Tenderers – after finalization of the L1 of contract.

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 the CHAIRMAN, Chennai Port Trust and it shall be enclosed along with the Tender document.

Exemption of EMD shall be allowed with validity in case of

- a. National Small Industries Corporation NSIC Certificate holder.
- b. Micro Small and Medium Enterprises (MSME) - which should be registered with NSIC.

The work shall be included in the list of the NSIC Certificate.

9. FOREFEIT OF EMD:

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

10. VALIDITY

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

11. SECURITY DEPOSIT/PERFORMAMCE GURANTEE:

The person who's tender or any portion of whose tender is accepted he must pay Security Deposit/Performance Guarantee within 15 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 10% of the total value of the contract.

The Security Deposit should be 10% of contract value of which rounded off to nearest thousand rupees should be submitted in the form of Demand Draft/Bankers Cheque in favour of the Chairman Chennai Port Trust from any Nationalised/ Scheduled Bank, having their branch in Chennai, within 15 days of issue of letter of acceptance (LOA).

Thereafter, the 5% of the Security Deposit shall be returned within 30 days of completion and handing over the 1 No. Trailer Pump and Balance 5% of Security Deposit will be released on completion of Defect Liability period of the contract (2 years). And on production of Demand Draft/Bankers Cheque for 10% of the total CAMC Contract value (5 Years).

The validity of such guarantee issued, towards Security Deposit of the Contract, shall be up to a period of **2 years** from the date of successful commissioning and testing of the 1 No. Trailer Pump as per the tender, with a claim period of 6 months thereafter.

Failure of the successful Tenderer to submit the required Security Deposit shall constitute sufficient grounds for termination of the Contract & forfeiting the Earnest Money Deposit.

12. Security Deposit / Performance Guarantee during CAMC Period:

The Bank Guarantee for first year shall be submitted at the cost of 10% annual CAMC charges before completion of 2 years Guarantee period with six months claim period. The subsequent year Bank Guarantee shall be submitted during 12th month of every year, then the previous year Bank Guarantee will be released.

All Costs, Charges and Expenses including drafting and/or approving drafts and stamp duty and as well as Bank Guarantee or any other Form shall be borne by the Successful Tenderer.

Security Deposit paid in any mode except as specified above will not be taken into account and the concerned tender will be rejected. The deposits in any manner suggested above shall be to the extent of ten percent of the total amount of the accepted tender towards security for the due fulfillment of the conditions of Contract before the commencement of hiring.

No interest shall be payable by the Employer on Performance Guarantee amounts.

- 12.1 The Contractor shall pay, within Fifteen days (15) of the notification of contract award, provide a performance guarantee for the performance of the Contract in the amount specified . The proceeds of the Performance Guarantee shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract., the Performance Guarantee, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer, or in another format acceptable to the Employer.

13. EXECUTION OF CONTRACT AGREEMENT

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

14. FORMAT AND SIGNING

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

15. ENTRY PASS AND SITE VISIT

The Chennai Port Trust will grant the Tenderer, permission for a site visit on receipt of a formal written request, 2 days in advance of the proposed date of the visit. The cost of visiting the site, if any, shall be borne by the Tenderer and any of its personnel and agents will be granted permission by the Port for the purpose of such inspection on the condition that the Tenderer, their personnel and agents will release and indemnify the Port, its Trustees, its employees, officers and agents from and against all liability in respect thereof. The Tenderer will be responsible for

personal injury, loss, damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection etc., during site visit.

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

16. 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.

17. RIGHT TO ACCEPT / REJECT TENDERS

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

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

18. MATERIAL MISREPRESENTATION

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

19. ASSISTANCE IN OBTAINING APPROVALS

The Trust agrees to, at the request of the Tenderer, but without guarantees and / or without assuming any responsibility in that behalf, issue recommendatory letters and make best efforts to assist the Tenderers in obtaining all the applicable permits at the Tenderer's cost including renewals thereof, provided that nothing contained in this

Clause shall relieve the Tenderer of its obligations under the Agreement to obtain the Applicable Permits and to keep them in force and effect through out the Contract Period. In cases found appropriate the Trust may, at the request of the Tenderer and at the sole discretion of the Trust issue recommendatory or supporting letters to any Government Authority recommending the proposals of Tenderer.

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

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

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

23. **COMPLIANCE WITH STATUTES, REGULATIONS ETC.**

The Tenderer shall comply in all respects with the provisions of any such statute, ordinance or law as aforesaid and the Regulations of Bye-Laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and indemnify the Board against all penalties and liabilities of every kind for breach of any such stature, ordinance of Law Regulation of Bye-Law.

24. **ALCOHOLIC LIQUOR OR DRUGS:**

The Tenderer shall not otherwise than in accordance with the Statutes, ordinances and Government Regulations or Orders for the time being in force import, sell, give, give barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale gift barter or disposal by his agent or employees.

25. **ARMS AND AMMUNITION:**

The Tenderer shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.

26. **DISORDERLY CONDUCT ETC.**

The Tenderer shall at all times take all responsible precautions to prevent any unlawful activity disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the vicinity of the work against the same.

27. **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

e-TENDER FOR “SUPPLY, TESTING AND COMMISSIONING OF 1 NO. TRAILER PUMP COMPLETE WITH ALL ACCESSORIES ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIVE YEARS AFTER TWO YEARS FREE GUARANTEE PERIOD AT PORT FIRE SERVICE, CHENNAI PORT TRUST”

TECHNICAL AND COMMERCIAL CONDITIONS

SCHEDULE – A

1. SCOPE OF WORK:

The scope of the work includes “Supply, Testing and Commissioning of 1 No. Trailer Pump complete with all accessories along with Comprehensive Annual Maintenance Contract for Five Years after two years free Guarantee Period at Port Fire Service, Chennai Port Trust”.

2. ELIGIBILITY CRITERIA:

2.1 An average annual financial turn over during the last 3 years, ending 31st March 2016, should be at least Rs.6,78,300/- The copies of audited Profit & Loss account and Balance sheet for the last three years viz., 2013-14, 2014-15, 2015-16 shall be furnished.

2.2 The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited and should fulfill either of the following:-

a. Three similar completed works costing not less than the amount equal to 40% of estimated cost i.e. Rs.9,04,400 /- each (OR)

b. Two similar completed works costing not less than the amount equal to 50% of estimated cost i.e. 11,30,500/- each (OR)

c. One similar completed work costing not less than the amount equal to 80% of estimated cost i.e.18,08,800/-.

2.3. The tenderer should enclose a declaration/undertaking in non judicial stamp paper duly stating that the firm will carry out the CAMC as per maintenance schedule and any repair/service call from Chennai Port Trust should be attended and completed within 7 days time.

2.4. The tenderer should quote CAMC for 5years otherwise the offer will be treated as invalid and not consider for evaluation

The Tenderers shall enclose copies of the Work Order for similar works, successful work completion certificate from clients indicating the date of completion, value of work done, work order reference & date.

Similar works means: “Supply of Trailer Pumps of water discharge capacity @ 1800 litres per minute and above capacity”.

3. **TECHNICAL SPECIFICATIONS:**
SPECIFICATION OF TRAILER PUMP:

1) **PREAMBLE:**

The unit shall be designed, constructed and tested in accordance with the latest applicable codes with having Combined High-Low pressure fire pump and high pressure hose reel, gun. Rest unit shall be accordance with relevant standard as per IS: 944. The Trailer fire pump must be of centrifugal pump driven by a diesel I.C. engine. The complete unit shall be mounted on a trailer chassis. The entire unit shall be self content with all the necessary fitments so as the unit must be ready for fire fighting.

<u>OVERALL DIMENSIONS</u>	<u>NOT EXCEEDING</u>
Overall length	3.3 mtrs.
Overall height	1.6 mtrs.
Wheel track	1.4 mtrs.

2) **MATERIAL:**

Material used for construction/fabrication of high pressure trailer fire pump shall be adequately treated for corrosion resistance. The pump material of construction shall be exactly used as per below given prescribed specification

- 1.Pump shaft – Stainless steel IS: 6603-1972
- 2.Pump Volute – Light Aluminium alloy duly heat treated and hard anodized.
- 3.Impeller neck rings – Leaded tin Bronze IS: 318
- 4.Engine cover – Aluminium
- 5.Trailer chassis frame – suitable M.S. sections.
- 6.Axle – Mild steel.

3) **TRAILER CHASSIS:**

The chassis shall be fabricated out of heavy duty M.S. channels mounted on two detachable wheels having semi-elliptical leaf springs. The wheel track shall be 1.33 mtrs. The pneumatic tyre shall be of cross-country type of 6.00 x 16 with 8 ply. The weight of the entire assembly shall be equally distributed on both wheels to ensure easy & stable maneourability. The wing eye is 550 mm above the ground level of the trailer shall not tilt backward when resting on front log. No part of the trailer shall have a ground clearance less than 230 mm. Even when the trailer is tilted upwards by 100 mm Or lowered by 100 mm The center of gravity of the trailer pump shall be located as low as possible and it shall be slightly forward of the axle when the towing eye is 660 mm from the ground. The trailer shall hold the road well when it is towed at 20 km/h. in cross-country and when fully laden. Hand brake is provided to the trailer. Provision is made to carry suction hoses and ancillary equipment with the unit. The Trailer shall be provided with the unit. The Trailer shall be provided with two rear legs and one front leg (jacks) which shall have 200 mm. Round M.S. plates dished upwards welded to the base of the pipe legs. Provision for locking the legs positively at desired position shall be made.

Two man handling bars of mild steel each of not less than 50 cms Long shall be provided which can be folded and secured along the frame when not in use. These handles shall be 150 mm above the level of towing eye.

Four slinging eyes shall be provided (two of which are drag hooks) for attachment of drag ropes.

4) TOWING EYE & DRAW BAR:

The construction of towing eye shall be as per IS: 944 with an internal dia. of 75 mm. The shank of the towing eye shall be mounted in the housing so as to absorb shocks in both directions of movement, for forward to cushion & backward to apply the brakes. The entire chassis shall be of welded construction and shall be painted in red oxide prior to the final paint.

5) ENGINE:

The Engine shall be high-speed diesel engine and shall be water-cooled. The engine shall develop sufficient power to work the pump at its rated output of 1800 lpm @ 7 kg/ cm² in low pressure mode & 150 lpm @ 30 kg/cm² in high pressure mode. The engine shall be battery start. The engine shall be fitted with a generator/alternator for charging the battery. The fuel tank shall be provided with a filling orifice and shall be of sufficient capacity so as to allow the pump to run continuously for not less than four hours at full load. A gauge indicating the contents of fuel tank shall be provided on the control panel. The engine exhaust shall be arranged in manner to discharge the exhaust gases away from the pump operating position.

6) FIRE PUMP:

The fire pump shall be Combined High-low pressure Trailer mounting centrifugal fire pump capable of having out-put of 1800 lpm @ 7 kg/cm² in Normal pressure mode and 150 lpm @ 30 kg/cm² in High pressure mode. High mode shall intended for Fog-Jet application through one high-pressure Gun attachment. The Pump shall have One Suction inlet and Two Delivery outlets for Normal pressure application and connection for High-pressure Hose Reel.

The manufacturer should have state of art pump manufacturing facilities and should have valid ISO 9001:2015 Quality Certification with Design Aspect. The pump shall meet International Quality Standards as per **EN 1028** or equivalent and must have **CE marking** accordingly. Pump shall be confirmed following specifications.

6.1 PUMP TYPE

The fire pump shall be of Multi pressure (Combined High-low pressure) type. The low- pressure section shall be of single stage centrifugal and the high-pressure section shall be single stage having regenerative type impeller.

6.2 PUMP PERFORMANCE

The pump shall perform the following duties.

- a. Normal pressure output: - 1800 lpm at 7 kg/cm²
- b. High pressure output: - 150 lpm at 30 kg/ cm² while working through one high pressure gun.
- c. Deep lift test of the pump from 7.0 meters (after considering the allowances as per IS 950-1980)

6.3.0 MATERIAL OF CONSTRUCTION

The overall pump construction shall be high strength seawater resistant hard anodized Light Aluminum Alloy or Gunmetal. The Aluminum castings shall be heat treated to impart high strength and hardness to the components.

The normal (low) pressure impeller only shall be made of light Aluminium or bronze, volute and delivery manifold shall be made of Light Aluminum Alloy and impeller wearing rings shall be made of gunmetal confirming to Grade II of IS 318/1981 and the regenerative type high-pressure impeller shall be of Bronze.

The pump shaft shall be made of stainless steel confirming to IS 6603/1972. The bearing housing shall be made of C. I. All studs/bolts coming in contact with water shall be of stainless steel.

6.4.0 PUMP CONSTRUCTION

The normal pressure and high-pressure (HP) impeller shall be mounted on a single shaft. The normal low-pressure (LP) impeller shall be dynamically balanced.

The pump shall have self-adjusting mechanical carbon seal with carbon to S. S. interface.

The pump should have an inbuilt filter of removable type, which filters the water before entering into the HP stage impeller. Operation of HP to LP OR LP to HP should be made possible by actuation of single lever and both the stages can operate simultaneously or individually.

The pump should have inbuilt Pressure Release Valve (PRV) which should operate automatically and should not allow the high-pressure to increase beyond 45 bar. The HP outlet size shall be of 25 mm.

The Thermal Relief Valve (TRV) should be fitted with the pump, which helps to control the temperature of pump water when both deliveries (HP & LP) shall shutoff for long time.

The pump shall be modular in design and should not have gaskets / packing. The pump should have easy access to the pump impellers and the carbon seal without removing the pump volute/body, piping during the maintenance work.

The pump should have one suction inlet of 100 mm & should have round threads conforming to IS 902-1974 and two nos. of 63 mm delivery outlets should have screw down type valves fitted with instantaneous couplings as per IS 903/1993. The delivery valve screw should not have gland. The high-pressure outlet should not be less than 19.0 mm and minimum two outlets for high-pressure hose reel should be provided.

6.5.0 PUMP PRIMER

The PRIMATIC Reciprocating priming system or Automatic water ring type priming system shall be fitted to the fire pump. The priming system shall be fully automatic in action and require no attention whatsoever from the pump operator other than throttling the engine once the pressure will achieve in the pump. The Guaranteed performance of primer can prime the pump from –

3.0 mtrs ----- within 12 seconds.

7.0 mtrs ----- within 24 seconds.

The pump shall attain dry vacuum 640 mm of hg at NTP condition.

The reciprocating pistons shall be made up of stainless steel and reciprocate in specialself-lubricated linear bearings. The priming system should not have clutch cone assembly, manual operated engage / disengage lever. The primer should disengage automatically at a pump pressure of 1.5 to 2.0 bar.

6.6.0 PUMP TESTS

The pump shall also be tested for the following Tests:

6.6.1 Static hydraulic test of assembly at 21 bar.

6.6.2 Dry vacuum test shall attain 640 mm of hg with in 20 secs.

6.6.3 Deep lift test 7 meters within 24 seconds at NTP condition.

6.6.4 The pump shall be kept running for a period of three hours non-stop delivering the rated low-pressure output with a suction lift of 3.0 meters and for one hour operating in high- pressure mode.

6.6.5 All relevant material test certificates shall be issued by an appropriate laboratory shall be submitted.

7) “ROUND-THE PUMP” FOAM PREPORTION SYSTEM:

The “Round-the-pump” (RTP) system shall be fitted with fire pump. RTP will be suitable for use when the pump is operating from open water. The system should be very simple to operate and it shall be controlled by an infinitely variable control knob with calibrated marking from 0-120 liters per minute. By opening the driving water valve and selecting the required foam flow on inductor foam flow regulation knob, the correct volume of foam should introduced into the water stream entering the pump at the suction eye. The RTP Foam system should be suitable for all commercially-available Protein, Fluoroprotein & Aqueous Film-Forming Foam (AFFF) Compounds

8) HIGH PRESSURE HOSE REEL:

One high pressure hose reel shall be provided at an appropriate place on the unit. The high pressure hose reel shall be made from carbon steel. The hose reel bearings shall be made of gunmetal. There shall be no gland sealing for the hose reel and the sealing shall be done by means of O rings. The design of the hose reel shall be such that it shall accommodate 45 meters of high pressure hose having 19.0 mm bore. The high pressure hose reel shall be hydraulically tested for 50 kg/cm². The hose reel pipe shall be of high pressure type having working pressure up to 45 kg/cm² and should be of reputed make.

9) HIGH PRESSURE GUN:

High pressure Fog/Jet Gun with foam extension shall be made of light Aluminium Alloy, designed such as operational safety and effective for optimum fire extinguishing capacity. The jet shall be adjusted to four operational conditions 1) Full Jet 2) 30° Narrow Spray 3) 60° Wide Spray 4) Self protection water shield. The High pressure gun shall be hydrostatically tested for 55 kg/cm² and it has specially designed piston valve, which shall flush out external impurities up to 5 mm during the operation. The gun shall have water pressure hammer shocks absorber for safety & to insure the hose, hose-reel and pump.

Flow Rate – In High Pressure mode 200 lpm @ 40 bar Weight along with

Foam extension – 4.7 kg approx. Dimensions in mm [L x W x H] – 540 x 80 x 350 Throwing range – up to 30 mtrs

Throwing height – up to 25 mtrs Foam out put – up to 2.9 mtr³/min

10) STANDARD ACCESSORIES:

Following accessories/fitments shall come as standard along with the trailer fire pump.

- (a) Electric tail light with license plate (the electric wire from the light shall terminate in a plug/socket at the front of trailer.
- (b) Tool kit – A tool kit of essential tool contains a set of spanners, adjustable spanners, plier, and a screwdriver.
- (c) Spot light on trailer fire pump.
- (d) Suitable battery.
- (e) Basket strainer as per IS No. - 01 no.
- (f) PVC Suction hose shall be reputed make and 100 mm dia x □4.5 mtrs length with GM round threaded couplings (male & female) - 02 nos.
- (g) Foot valve strainer - 01 no.
- (h) Suction Wrenches - 02 nos.
- (i) Manila rope -1/2" dia 25 mtrs each - total 50 mtrs.
- (j) Suction Adaptors 100 mm female to 63 mm instantaneous male - 1 no.

Note: The scope of supply includes supply of all materials and successful commissioning of the system.

1. **Authorization;** The bidder should be authorized by the original Equipment manufacturer of the equipment to quote..A letter to be submitted along with tender.

2. **After Sales service**

a) The contractor or his agent shall demonstrate performance of the equipments after receipt at the consignee's works .

b) Training and certification shall be imparted by the supplier in operation & maintenance including repair of the equipment at the time of commissioning.

c)The tenderer shall provide adequate after sales service during warranty as well as post warranty period.

3.**Following manuals to be supplied at the time of delivery.**

a) Operating manual

b) Maintenance manual.

c) Training manual.

4. **Proven source past supplied /experience of supplying of the equipment to any govt./semi govt./govt.undertaking has to be attached.**

5 **The bidder should submit the following essential documents.**

a) Drawing detail of the chassis along with the material.

b) Drawing detail of system installation pump and C engine.

c) Schematic diagram of system and their components.

11. **GUARANTEE PERIOD**

The pump should be guaranteed for 24 calender months after testing and put into commissioning and accepted by the trust.

12. **DELIVERY AND COMPLETION PERIOD**

The supply, installation and successful commissioning of the proposed system shall be completed within 120 days from the date of receipt of order. Comprehensive AMC order will be issued for every year for five years after completion of Guarantee Period.

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 or 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 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 terminate the contract.

13. **LIQUIDATED DAMAGES/LATE DELIVERY CHARGES:**

The Trailer Pump shall be deployed for operation in Chennai Port within 120 days from the date of receipt of order. After due verification and satisfaction of the above conditions the successful contractor will be allowed to deploy the Trailer Pump.

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

Performance Guarantee or any securities/guarantees, if any available with the Port Trust.

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

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. PAYMENT TERMS:

- i) 100% payment will be made after supply of the trailer pump.
- ii) Income tax @ 2% with applicable surcharge & education cess shall be levied U/S 194 (c) of Income Tax Act 1961. Similarly Tamil Nadu Value Tax as per Section 13 of T.N. VAT Act 2006 shall also be deducted. In case of exemption from the above levy necessary non-deduction certificate shall be produced by the firm from Income Tax/Commercial Tax Office respectively.
- iii) 100% payment for the Comprehensive AMC for Trailer Pump will be made on satisfactory completion of every quarterly servicing and on certification by the Trust's Engineer, Quarterly payment will be recommended on pro-rata basis on production of pre-receipted bill in the Trust format.
- iv) The payment will be made on production of pre-receipted bill in the Trust's format and being certified by the Employer's representative.
- v) The firm shall quote the Bank Account details for the payment through ECS along with PAN. A copy of the Pan Card shall be furnished.

15. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

a) **CONTRACT PERIOD**

The CAMC order will be issued after successful completion of the two years Guarantee Period. Based on the performance of the First Year Annual Maintenance Contract, the CAMC order will be renewed every year till five years as per the price quoted by the Tenderer. During CAMC, the contractor has to replace all the spares at free of cost. During the CAMC period if the pump required any third party inspection , that shall be arranged by tenderer and the fees for the same shall be borne by the tenderer.

- b) During CAMC visit by service personnel at least twice in a year and attending breakdown repairs, if any based on customer service call and completing the repairs within 7 days time.
 - i) Complete inspection & checking the performance of the pump.
 - ii) Change oil (Pump & Engine).
 - iii) Check condition & level of all fluid. Change/replenish as required.

- iv) Check all electrical connections.
- v) Check parts/components of Pump & Engine. Replace if required.
- vi) Replace worn out and essential replaceable spare parts.
- vii) Report submission for inspection and service work done.
- viii) Maintenance of log book for maintenance carried out & parts replaced.
- ix) Attending any breakdown repairs promptly based on service call and complete repair within 7 days time.

c. **PAYMENT TERMS :**

On satisfactory completion of quarterly servicing and on certification by the Trust's Engineer, Quarterly Payment will be recommended on pro-rata basis on production of pre-receipted bill in the Trust format.

The Contractor should give the PAN Number for Income Tax deduction at source.

The Contractor should give the Bank Account Details for the payment through ECS.

The Contractor should furnish the copy of the latest document showing the payment of ESI & EPF in order to effect payment.

16. EXECUTION OF CONTRACT AGREEMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT.

- iii) The contractor shall execute an agreement with the Trust **within 21 days** from the date of receipt of form of the order. If the contractor, whose tender has been accepted, fails to execute an agreement within 21 days from the date of receipt of documents for execution of the agreement, the Security Deposit (SD) 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.
- iv) The cost of stamping the contract agreement must be borne by the successful Tenderer.
- v) The place of stamping and signing of Agreement shall be at Chennai only.
- vi) Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful contractor's offer, trust order and the written acceptance for the receipt of Trust order and the written acceptance for the receipt of Trust order of the successful contractor shall form a binding contract between the trust and the contractor.

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

17. PENALTY FOR THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

- i 70% of the contract value pertains towards the cost of spare parts for the maintenance of the proposed systems and the balance 30% is for the labour cost. Hence if the minimum servicing once in a three month is not carried out, 30% of the contract value for the respective quarter will be

deducted from the bill towards the labour cost alone.

- ii) Breakdown calls shall be attended by the firm within 7 Days from the time of receipt of breakdown message from the Trust. In case the firm is not responding to Trust's urgent calls, 1% of the CAMC cost per day or part thereof for any delay in completing the repairs beyond the stipulated 7 days time and maximum of 10% of the CAMC value.
- iii) Advance information of at least 24 hours shall be given by the firm before undertaking maintenance and servicing works.

18. OTHER CONDITIONS :

- 1) The technical specification – “Schedule-A” and Price Schedule – BOQ to read in conjunction to make sure of the supply and works involved. Shall visit the site before furnishing any offers.
- 2) The firms are required to offer rates as per Trust's format BOQ without fail and mention taxes and duties. Trust will not produce Form C or D.
- 3) The Tenderer shall fill all the details in the enclosed checklist without fail.
- 4) Technical and Commercial condition shall be clearly furnished in the Tender. The offer shall mention the make and model of the equipment and shall accompany with the relevant technical leaflet.
- 5) The rate should be quoted as per unit.
- 6) The rate quoted should be maintained till the completion of supply and no upward price revision will be agreed to.
- 7) The work shall be completed within 120 days from the date of receipt of order.
- 8) The firm should enclose a declaration/undertaking in non judicial stamp paper duly stating that the firm will carry out the AMC, as per maintenance schedule and any repair/service call from Chennai Port Trust should be attended and completed within 7 days time.
- 9) The Bidders shall comply with the ESI clause.
- 10) The clarifications, if any, the firm may contact “Deputy Chief Mechanical Engineer(R&D), 2nd floor Old Administrative Office Building Chennai Port Trust, Telephone No. 9444610664.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST.**

e-TENDER FOR “SUPPLY, TESTING AND COMMISSIONING OF 1 NO. TRAILER PUMP COMPLETE WITH ALL ACCESSORIES ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIVE YEARS AFTER TWO YEARS FREE GUARANTEE PERIOD AT PORT FIRE SERVICE, CHENNAI PORT TRUST”

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND INTERPRETATIONS

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

- (a) "BOARD" means the Board of Trustees of the Port of Chennai as constituted under the Major Port Trusts' Act, 1963 as amended from time to time.
- (b) "CHIEF MECHANICAL ENGINEER" means the Chief Mechanical Engineer of the Chennai Port Trust.
- (c) "CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE" means any Resident Engineer or Assistant of the Chief Mechanical Engineer or any clerk of works detailed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in the contract.
- (d) "CONSTRUCTIONAL PLANT" means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the 'Works' or 'Temporary Works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (e) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill or Quantities. Schedule of Rates, Prices (if any) tender and contract agreement.
- (f) "TENDERER " 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. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agencies) in connection with the bid.

3. **CONTRACTOR'S SUPERINTENDENCE**

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

4. **WORK TO BE TO THE SATISFACTION OF THE CHIEF MECHANICAL ENGINEER:**

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

5. **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.

6. 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.

7. (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.

8. Only vehicles licensed by the Board will be allowed inside the Harbour premises
9. 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.
10. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Chief Mechanical Engineer's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Chief Mechanical Engineer. Only vehicles licensed by the Board will be allowed inside the Harbour premises.
11. Measurements taken by the person authorised by the Chief Mechanical Engineer to take them will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the Trust's prescribed billing format.

12. **TAXES AND DUTIES**

All prices shall be firm and inclusive of taxes and duties.

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.

13. 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.

14. 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.
15. (i) If the Tenderer claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer thereafter. The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.
- (ii) In the Contract whenever there is a discretion or exercise or will by the Chief Mechanical Engineer during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.
- (iii) Wherever the Board is given discretion to do any act under the contract, the exercise of the discretion by the Board shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.
- (iv) The decision of the Chief Mechanical Engineer shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject or Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Chief Mechanical Engineer.
- (v) Any litigation arising out of this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras.

16. **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.

17. (i) The Tenderer shall confirm to and comply with the regulations and byelaws of the State or Central Government or of the Board and of all other local authorities such as Corporation of Madras, the Tamil Nadu Electricity System, the Chief Electrical Inspector to the Government of Tamil Nadu, the Government Customs and Police Departments, Fire Services, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and the rules made thereunder including those under Minimum Wages Act, Factories Act, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and scheme made under the said Act, Health and Sanitary arrangements for workers etc. and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules, 1971 etc. for welfare and protection of works, workers or for the safety of the public and other insurance provisions.
- (ii) The Board shall not be liable for the failure of the contractor in confirming to the provision of the Acts, Rules and regulations etc., referred to in the above para and in case of any contravention of the provisions of the Acts, Rules regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damage in the event of any action being taken for contravention.
- (iii) If any enhancement in the rates of wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules, 1971 upto and including an increase of 10% of the wages shall be borne by the Tenderer and enhancement in excess of 10% would be borne by the Port Trust.

18. ESI CLAUSE:

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

(a) As per the Govt. Notification dated 20.07.2009, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/salary upto Rs.15,000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.15,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.

(b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an

arrears of Land Revenue.

(c) In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the Contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

(d) As per the above government Notification i) All intending tenderer at the time of Tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

ii) In case they are covered under ESI Act, they have to furnish the details of registration.

iii) In case the tenderer does not possess ESI Registration at the time of participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after the ESI registration.

iv) The Tenderer shall submit his first bill together with evidence of having obtained registration under ESI regulations and only then the bill will be processed for payment. Subsequently, the Tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted his dues under ESI Regulations in respect of the workers / labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Contractor.

v) In case, the Tenderer is not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non Judicial Stamp Paper worth Rs.20.00 to that effect.

vi) In case they are not covered under ESI Act, they must additionally indemnify ChPT against all damages & accident occurring to his labour in a Non – Judicial Stamp paper worth Rs.100/-.

19. Insurance

The Tenderer advised to take necessary insurance at his cost for his employees and machineries for the entire period of contract & same shall be submitted to the trust.

20. Foreclosure of Contract:

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

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

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

21. 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

22. **FURTHER INSTRUCTIONS**

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.

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

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

25. The contractor is advised to visit the site.

26. The Trust will not be responsible for any loss or damage of Men/materials/plants engaged during the work.

27. The tenderer shall nominate one person to Chennai Port during the Contract period to co-ordinate with Marine Dept officials for maintenance of necessary records and monthly payment. Maintenance of necessary records such as Trip sheets, logbook etc., shall be the responsibility of Contractor.

28. **FORCE MAJEURE:**

The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its obligations under the contract is the result of an event of Force Majeure.

For purpose of this clause, “Force Majeure” means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the contractor. Such events may include, but not be limited to, acts of the Trust in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the Trust in writing of such condition and the cause thereof. Unless otherwise directed by the Trust in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practice, and shall seek all reasonable alternative means for performance not prevented by the Force majeure event.

29. TERMINATION:

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

**CHIEFMECHANICALENGINEER
CHENNAI PORT TRSUT**

e-TENDER FOR “SUPPLY, TESTING AND COMMISSIONING OF 1 NO. TRAILER PUMP COMPLETE WITH ALL ACCESSORIES ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIVE YEARS AFTER TWO YEARS FREE GUARANTEE PERIOD AT PORT FIRE SERVICE, CHENNAI PORT TRUST”

SECTION – III

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

11. The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.
12. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
13. For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the "DY.CME(R&D) 2nd floor of the Old Administrative Office Building, Chennai Port Trust. Telephone Nos. 25362201 – Extn: 2450.

CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST

SCHEDULE OF GENERAL PARTICULARS OF TENDERER.

1. Name of Tenderer.
2. Address of Tenderer.
3. Telegraphic/Telex/Fax Code/E-mail ID of Tenderer.
4. Name and designation of the contact person of the Tenderer to whom all reference shall be made for expeditious Technical Co- ordination.
5. Infrastructure facilities available.
6. Service facilities available.
7. Availability of spare parts.
8. Tenderer's proposal reference and Date.
9. Tenderer's validity period (to be specified clearly)
10. Whether Earnest Money as desired deposited.
11. Are all Technical details called for and price as called for in schedule filled up.
12. Whether the Completion Report from user of previous orders enclosed for Eligibility Criteria.
13. Bank details.

Signature & Date

Name:

Designation:

TENDER FORM

Note: Tenderer are required to fill up all the blank spaces in this tender form.

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

1. Having examined the Instructions to Tenderers, Conditions of contract, Specifications and schedules attached to the Tender for the **e-Tender for “Supply, testing and commissioning of 1 No. Trailer Pump complete with all accessories along with Comprehensive Annual Maintenance Contract for five years after two years free Guarantee Period at Port Fire Service, Chennai Port Trust”** in conformity with said conditions of contract, specifications, etc. at rates for hiring as prescribed in the schedule A1 price schedule attached herewith.
2. We further undertake, if our tender is accepted, we will deposit the Performance Security deposit as said forth in the Instructions to Tenderer, Clause 8 and direction for the guidance of the tender document.
3. We further undertake, if our tender is accepted to enter into and execute within 30 days from the date of receipt of Order for execution of the agreement on being called upon to do so, an agreement in the form annexed and the conditions of contract with any modifications as agreed upon.
4. Unless and until a formal agreement is prepared and executed the firm’s Minutes of Tender Committee Meeting, Correspondence on clarification & Trust Letter of Intent will form legal binding on the Tenderer.
5. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.
6. 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 Tenderer, clause 8 or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid with in 30 days from the date of receipt of order to commence the work, the deposit of the Earnest Money shall stand forfeited to the Trust.
7. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated the day of in the capacity ofduly
authorized to sign tender for and on behalf of

(IN BLOCK CAPITALS)

Signature and Office Seal
of the Tenderer

Witness Address.

- 1.
- 2.

FORMAT FOR POWER OF ATTORNEY

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Mr. _____ (Name of the Person(s)), domiciled 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)

FORM OF AGREEMENT

MEMORANDUM OF AGREEMENT MADE THIS _____ day of Two Thousand and seventeen at Chennai between the Board of 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 Messrs hereinafter called the ' Contractor' on the OTHER PART.

WHEREAS the Board is desirous "Supply, testing and commissioning of 1 No. Trailer Pump complete with all accessories along with Comprehensive Annual Maintenance Contract for five years after two years free Guarantee Period at Port Fire Service, Chennai Port Trust" and has drawn up, a schedule of specification Schedule 'A', Schedule of quantities and prices – Schedule A1, Schedule of Special Conditions - Schedule 'B' and a schedule of General Conditions of TENDER - Schedule 'C' and whereas the Contractor has agreed to supply, testing and commissioning of 1 No. Trailer Pump complete with all accessories referred to in Schedule 'A' at the rates noted in Schedule 'A1' therein and subject to the Schedule of Special Conditions of supply Schedule – B and a Schedule of General Conditions of TENDER Schedule 'C' herein referred to as the "said conditions" and as security for the due fulfilment of all conditions of this TENDER, the Contractor has deposited a sum of Rs. _____ /- (Rupees only) towards Security Deposit.

NOW it is hereby agreed as follows:

1. In consideration of the sum to be paid at the time and in the manner set-forth in the said conditions the Contractor will upon and subject to the said conditions supply, maintenance and operation described in Schedule 'A' with such variations as provided for in the said conditions.
2. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.
3. (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 hereinbefore mentioned and as to the quality workmanship or materials used on the work or any matter arising out of or relating to specifications, designs and drawings and instructions concerning the work or the execution of or failure to execute same, arising during the course of Trailer Pump operation and the guarantee period. The above shall not be subject of the arbitration 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 Contractor strictly in accordance with instructions of the Chief Mechanical Engineer.
(ii) If the Contractor claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified, and that accordingly he is entitled to extra payment, on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons thereafter in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer.
(iii) The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claims, reply to the points raised in the claims. Unless resolved by negotiations or discussion immediately thereafter within a further four weeks, the question of liability of such payment will be treated as one of dispute.

“Any litigation arising out of this Agreement, shall only be adjudicated before the competent court of Law within the jurisdiction of Hon 'ble High Court of Madras”.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day year first above written. The agreement is executed at Chennai.

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

Shri

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

1.

Signed and sealed by the Contractor in the presence of

1.

2.

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.

TENDERER.

CHECK LIST

Sl.No.	Description	Remarks
1.	Tender Document cost enclosed	Yes/ No
2.	EMD enclosed	Yes/ No
3.	Cover – I (Technical and Commercial) (Content in Triplicate) a. Complaint to Technical Specification b. Copy of Balance Sheet enclosed c. Copy of Profit & Loss Account d. Copy of work orders and their respective Completion Certificate for the previous similar work orders executed f. Tender Form duly filled. g. Schedule of general particulars duly filled. h. Power of Attorney Format duly filled and signed & sealed.	Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No
4.	Tender document signed and sealed in all papers	Yes/ No

TENDERER SIGNATURE