



CHENNAI PORT TRUST

TENDER No. MEE / 07 / 2018 / Dy.CME(R&D)

TENDER

FOR

Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years, through e - procurement mode in the following website eprocure.gov.in

Tender opening on 23.02.2018 @ 15.00hrs

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 (i) applicable laws and applicable permits and (ii) 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 regulation as stipulated by RTO 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.

CHIEF MECHANICAL ENGINEER.
CHENNAI PORT TRUST

TENDER No. MEE / 07 / 2018 /Dy.CME(R&D)

Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years, through e - procurement mode in the website eprocure.gov.in

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Tender Document can be submitted online only in the designated two cover system on the e-tender website **eprocure.gov.in** on or before the due date and time. However, one Hard copy of the Tender (excluding Price bid) shall be submitted as specified in the Tender. The time of opening of technical bid will be on 23.02.2018 **at 15.00 Hrs.**

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**



CHENNAI PORT TRUST
No.1, Rajaji Salai, Chennai – 600 001.

NOTICE INVITING TENDER

TENDER No. MEE / 07 / 2018 / Dy.CME(R&D)

Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years, through e - procurement mode.

Date of opening : 15.00 hrs. on 23.02.2018

For further details visit our Website www.eprocure.gov.in or www.chennaiport.gov.in.

CHIEF MECHANICAL ENGINEER

NOTICE INVITING ONLINE TENDER (NIOT)
Mechanical & Electrical Engineering Department

Tender NO: MEE/07 / 2018 / Dy.CME(R&D)

Online 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	Mechanical & Electrical Engineering Department
Division	Dy.Chief Mechanical Engineer (R&D) Division, Old Administrative Office Building, II Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	MEE/ 07 / 2018 / Dy.CME(R&D)
Name of Work	Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years through e – Procurement mode.
Period of Completion	1) Monthly basis valid for a period of two years 2) As & When required basis valid for a period of two years
Bidding Type	Open
Qualifying Criteria :	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>1) Monthly basis valid for a period of two years The firm should own vehicles in the name of the firm or in the name(s) of the Partner(s)/Proprietor, a minimum of 4 Nos. of vehicles registered on or after January 2014 under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership in the name of owner / name of the partner / proprietor. The Tenderer should have at least one year experience in supply of passenger vehicles to Govt./PSU/Reputed Private Company. Necessary order copy /Agreement copy and completion certificate copy / performance certificate copy from the organization(s) shall be enclosed in support of their experience along with Technical bid (Cover -I).</p> <p>2) As & When required basis valid for a period of two years The firm should own vehicles in the name of the firm or in the name(s) of the Partner(s)/Proprietor, a minimum of 4 Nos. of vehicles registered on or after January 2014 under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership in the name of owner / name of the partner / proprietor. The Tenderer should have at least one year experience in supply of passenger vehicles to Govt./PSU/Reputed Private Company. Necessary order copy /Agreement copy and completion certificate copy / performance certificate copy from the organization(s) shall be enclosed in support of their experience along with Technical bid (Cover -I).</p> <p>Pl Note: All necessary documentary proof shall be enclosed duly self attested / notarized.</p>

Tender Document Cost	NIL
Bid Security/ EMD (INR) :	Rs.50,000/- (Rupees Fifty thousand only) in favour of The Chairman, Chennai Port Trust, Chennai
Bid Document Downloading Start Date	02 / 02 / 2018 onwards
Bid Document Downloading End Date	22 / 02 / 2018 upto 14:30 Hrs.
Date & Place of Pre Bid Meeting	13 / 02 / 2018 @ 11:00 Hrs
Bid document Submission End Date	22 / 02 / 2018 @ 14:30 Hrs.
Bid Opening Date	23 / 02 / 2018 @ 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 :	The Dy.CME (R&D), Chennai Port Trust, 2 nd Floor, Old Admn. Office Building, Rajaji Salai, Chennai – 600 001. Phone No: 044 – 2531 2450 Mobile 9444610664 Email: v.thruaipandian.chpt@gov.in

Tender documents can be downloaded from Chennai Port WEBSITE <http://www.chennaiport.gov.in> on or before 14.00 hrs on the last date of sale of tender document.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

- I)** 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 as applicable.
15. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
16. The Bidder has to enter the password of the DSC/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, if the file size is less than 1 MB the transaction uploading time will be very fast.
24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the 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. For any queries, the bidders are asked to contact by mail cphp-nic.in or by phone 044-25312450 well in advance.

CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST

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 the Tenderers, Conditions of contract, Specifications and schedules attached to the Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years, through e – Procurement mode on conformity with said conditions of contract, specifications, etc. at rates for hiring as prescribed in the price schedule BOQ.

2. We further undertake, if our tender is accepted, we will deposit the Security deposit as said forth in the Instructions to Tenderer and direction for the guidance of the tender document.

3. We further undertake, if our tender is accepted to enter into and execute within 21 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 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 months 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 or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days from the date of receipt of order to commence 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.

SCHEDULE OF GENERAL PARTICULARS OF TENDERER.

1. Name of Tenderer.
2. Address of Tenderer.
3. 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. Tenderer's proposal reference and Date.
8. Tenderer's validity period (to be specified clearly)
9. Whether Earnest Money as desired deposited.
10. Are all Technical details called for and price as called for in schedule uploaded.
11. Whether the Completion Report from user of previous orders enclosed for Eligibility Criteria.
12. Bank details.

Signature & Date

Name:

Designation:

INSTRUCTION TO THE TENDERER

1.0 GENERAL:

Tenders in sealed covers superscribed " Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years through e – Procurement mode" and detailed technical specification attached herewith and in accordance with instructions to the tenderers, conditions of tender, etc. so as to reach the Chief Mechanical Engineer, VIIth floor Centenary Building, Chennai Port Trust, Chennai - 600 001, **not later than 14.30 Hrs on 23.02.2018.** Tenderer are instructed to submit only online bids through E-procurement mode.

2.0 BRIEF DESCRIPTION OF THE TENDERING PROCESS:

2.1. A) e- PROCUREMENT MODE

- (i) The port intends to follow a Two-stage Tendering process for selection of Qualified Tenderer for the work in the 1st stage (Cover-I). Upon evaluation Chennai Port shall announce the pre-qualified Tenderers to proceed to the 2nd stage (Cover-II). The tender document would be floated in e-Procurement website www.eprocure.gov.in The demand draft for EMD and proof of eligibility as detailed in the eligibility clause must be scanned and uploaded as instructed in the website. Additionally one hard copy of the self attested Tender document and all relevant documentary proof instructed in the tender clause except the Price bid must be submitted in a cover along with original Demand Drafts of EMD as mentioned.

(a) Cover I – Technical & Commercial Bid.

(b) EMD (separate cover enclosed).

- (ii) All the covers shall be addressed to the Chief Mechanical Engineer, Chennai Port Trust and sealed properly. Names and addresses of the tenderer shall also be written on all the covers.
- (iii) The Tenderer shall clearly write on the main cover as "Online Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years e – Procurement mode".
- (iv) Cover –I as "Online Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years through e – Procurement mode".
- (v) The main cover containing Cover-I, EMD shall reach office of the Chief Mechanical Engineer, 7th Floor, Centenary Building, Rajaji Salai, Chennai Port Trust, Chennai – 600001 **not later than 14.30 Hrs on -23.02.2018.**

2.1.1 A(1) CONTENTS OF COVER – I

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

- i) The documentary proof for the eligibility criteria of Schedule - A (Technical and Commercial Conditions) are to be furnished.
- ii) The technical experience documentary evidences sought by the Trust, and relevant work orders and Performance Certificate are to be furnished.
- iii) The Tenderer should furnish an undertaking agreeing to furnish the details of the equipments specification to be deployed with the conditions mentioned as in Schedule – A.
- iv) The Schedule of General Particulars of Tenderer, Power of Attorney (Annexure-VI) duly filled and the tenderer shall abide by all the Technical and Commercial conditions of the Trust Tender Document.
- v) All pages of the Tender documents to be signed, dated & sealed by the tenderer.
- vi) **The proof of eligibility as detailed in the eligibility clause and the contents of cover-I, must be SCANNED AND UPLOADED in the e-procurement website as instructed.**
- vii) **The Tender submission should be in online only.**

Specific attention of the Tenderers is drawn to price schedule BOQ-1(Monthly Basis) and BOQ-2(As & When required Basis) relating to the cost of “Online Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years e – Procurement mode”.

2.1.2 A(2) COVER – II (PRICE BID):

Bidders quoting through online bidding should submit “PRICE BID” in the price Schedule BOQ-1(Monthly Basis) and BOQ-2(As & When required Basis) through e-procurement website only and NEED NOT submit physically the Cover-II “PRICE BID” along with the main cover.

3.0 VALIDITY OF OFFER:

The price quoted by the tenderer must be firm and should hold good at least for 180 days months days from the date of opening of the Tender.

4.0 MODE OF PAYMENT of EMD and Tender Document Fee:

- i) The tenderers shall deposit an Earnest Money of **Rs. 50,000/- (Rupees Fifty thousand only)** in the name of The Chairman, Chennai Port Trust, payable at Chennai. The amount may be in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form safe guarding the purchaser's interest in all respects , in favour of Chairman, Chennai Port Trust payable at Chennai (Or) Copy of valid **Certificate confirming that the firm is inline of business i.e. supplying of hired vehicles or Tourist vehicles from**
 - (a) Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSME) (or)
 - (b). firms are registered with the Central Purchase Organisation or the Concerned Ministry or Department.
- ii) **The original EMD in the above form shall be kept in main cover and shall not be sent separately.**
 - a) Tender documents with seal & sign in all pages with relevant documents either in the scanned copy or hard copy.
 - b). The tenderer should not indicate the rate anywhere directly or indirectly in cover-I. Any such offers will disqualify the tender forthwith.

EMD paid in any mode except as specified above will not be taken into account and the concerned tender will be rejected.

5.0 EVALUATION OF THE TENDER

A) e – PROCUREMENT MODE

On the day of opening, only the online tenders of Qualified tenderers of Cover I (Technical & Commercial Bid) alone will be opened and Cover II (Price Bid) in online will not be opened.

The tenderer should **not** indicate the **quoted rate** directly or indirectly in **Cover – I** or anywhere of the bids. Any such offer shall disqualify the tender forthwith.

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

The **Cover - II** containing the online **Price Bid** of all the Technically and Commercially Pre-qualified Tenderers will be opened on the date and time fixed by the Chief Mechanical Engineer through e-procurement mode.

The **Cover - II** (Price Bid) of the Tenderers who fail to Pre-qualify will not be opened.

Upon evaluation of competitive offers of both Technical & Commercial Conditions (cover-I) and the Price Bid (cover-II), the contract will be awarded to the techno - commercially responsive and lowest offer of the tenderer. After the award of contract, the successful tenderer shall submit the Performance Security Deposit and enter into an Agreement with the Trust.

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 thereof and reserves to himself the right to divide the contract between two or more Tenderers.

An e-Tendering proposal shall be considered responsive if:

- a) It is received by the proposed Due Date and Time.
- b) It is Digitally Signed.
- c) It contains the information and documents as required in the Tender document.
- d) Contains E.M.D.
- e) It contains information in formats specified in the Tender document.
- f) It mentions the validity period as set out in the document.
- g) There are no significant inconsistencies between the proposal and the supporting documents.

6. RETURN OF EMD:

The amount of Earnest Money will be refunded to tenderers who have not been empanelled as soon as possible after the empanelment list has been finalized. On receipt of full security deposit and after due verification as indicated in any manner, the Earnest Money submitted by the tender will be refunded to the successful tenderer.

No interest will be paid on the Earnest Money from the date of its receipt until it is so refunded.

7. EMD-FORFEITURE

Where a firm whose tender has been received, 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 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 30 days 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 tenderer is likely to be forfeited and the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

Further the EMD shall also be forfeited, if the tenderer submits false information.

8. SECURITY DEPOSIT:

All those firms who have been selected for the empanelment must pay within 21 days of receipt of notice of such acceptance or within such extended time, as may be allowed by the Chief Mechanical Engineer, at his discretion, the sum of **Rs.60,000/- (Rupees sixty thousand only)** as security deposit in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank (or) online payment in acceptable form, payable at Chennai in the name of The Chairman, Chennai Port Trust.

An interest at 18% per annum on security deposit amount will be levied for delayed remittance from the due date to the date of realization.

Security Deposit paid in any mode except as specified above will not be taken into account and the concerned tender will be rejected.

9. AGREEMENT:

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 between the Trust and the tenderer.

The form of agreement will be given to the successful tenderer on receipt of the security deposit. The cost of stamping the agreement must be borne by the successful tenderer and execute the Agreement within 21 days from the date of order.

10. TERMINATION OF THE CONTRACT :

The contract shall be terminated by either side by giving three months notice in writing. However Chennai Port Trust reserves the right to terminate (or) cancel the order for violating the terms and conditions of the contract or if the performance is not satisfactory, by giving an advance notice of 15 days time and also Security Deposit will be forfeited.

11. DISPUTES:

In no case shall the work be stopped consequent to any dispute arising during the contract period and the work shall also be carried out by the tenderer in accordance with the instructions of the concerned user departments.

In case of disputes between the two parties it should be settled by the honourable Madras High Court at Chennai only.

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 therefore and reserves to himself the right to divide the contract between two or more tenderer.

12. INTEGRITY PACT:

The tenderer shall furnish the Integrity Pact available in the tender document duly signed and affix company seal in all the pages..

13. EMPLOYMENT OF PERSONNEL IN COMPLIANCE WITH STATUTORY REGULATIONS:

The Tenderer shall be free to employ his employees and fix its own work norms including manning pattern for operating the vehicles, wage structure for employees, working hours and shift systems and other welfare measures for the employees including incentive schemes etc. However the tenderer shall adhere to all applicable Labour Law(s) like Workmen Compensation Act, P.F. Act, ESI act, Industrial Dispute Act, Factories Act, Contract Labour Act, Child Labour Act, Minimum Wages Act etc., and shall also comply with the guidelines issued by the Government of India from time to time.

It shall be the sole responsibility and liability of the tenderer to pay the salaries and other allowances payable to its employees, employed by them.

Under no circumstances, any of the personnel/employees of the tenderer shall be deemed to be the personnel/employees of the Trust.

The employees of the tenderer shall not involve any unlawful activities, shall not stay unnecessarily inside the Trust premises and should not indulge or make any damage to the Trust property.

14. PRE-BID MEETING:

A pre-bid meeting with prospective tenderers will be held at Dy.CME(R&D) office **on 13.02.2018 at 11.00 hrs** in which tenderer may take the opportunity of seeking clarification if any. Tenderers are advised to attend the pre-bid meeting. Non attendance of pre-bid meeting shall not be a cause for disqualification of the tender. Based on the discussion the technical specifications and conditions will be frozen as necessary. Tenderers are advised to seek clarification in writing and forward the same to The Chief Mechanical Engineer, Chennai Port Trust, Rajaji Salai, Chennai-600 001 at least 7 days before the date fixed for pre-bid meeting. No queries will be entertained after pre-bid meeting. The text of questions raised and response of the Trust will be sent to all tenderers within 10 days after the pre-bid meeting and the same will be displayed in the Trust website.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

ANNEXURE - II

Category - I

Monthly basis valid for a period of two years

SCHEDULE -A

TERMS AND CONDITIONS FOR CATEGORY (1) - MONTHLY BASIS VALID FOR TWO YEARS.

1.ELIGIBILITY CRITERIA:

The firm should own vehicles in the name of the firm or in the name(s) of the Partner(s)/Proprietor with the respective owners, a minimum of 4 Nos. of vehicles registered on or after January'2014 under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership in the name of owner / name of the partner / proprietor.

The Tenderer should have at least one year experience in supply of passenger vehicles to Govt./PSU/Reputed Private Company. Necessary order copy /Agreement copy and completion certificate copy / performance certificate copy from the organization(s) shall be enclosed in support of their experience along with Technical bid (Cover -I).

All necessary documentary proof duly self attested or notarized by Notary Public (or) Gazetted Officer must be enclosed for the above eligibility criteria.

2.EMPANELMENT

The firms will be empanelled for each category / type of vehicle consisting of Lowest Evaluated Tenderer(L1) and other firms who match the rate of Lowest Evaluated Tenderer when called by the Chennai Port Trust for negotiation for empanelment.

3.GENERAL CONDITIONS FOR MONTHLY BASIS VALID FOR TWO YEARS.

- i) All the vehicles to be supplied shall be registered on or after January'2014.
- ii) All the vehicles shall have valid comprehensive insurance till the contract period.
- iii) The tenderer shall not sub-let the contract.
- iv) The vehicles shall have Tamilnadu tourist vehicle Registration only. The applicable mandatory regulations as stipulated by RTO, must be complied with and must be revalidated before the expiry of the due date during the tenure of the contract period.

- v) Only Officials / employees of Ch.P.T. will be permitted to avail the vehicle services. No materials will be permitted to pass outside the Trust gates using the vehicles either by the contractor or by the employees of the Chennai Port Trust.
- vi) The vehicle provided by the contractor shall be in the name of Proprietor/firm / Partner(s)/ valid agreement between contractor and vehicle supplier in Rs.100/- non judicial stamp paper.
- vii) The timings shall be maintained for the vehicles as per the instructions by the user departments officials.
- viii) Contractor shall not engage the driver below 18 years of age.
- ix) The driver should have valid driving license and provided with uniform.
- x) The Contractor shall provide One Manager at Chennai with necessary Office facilities during the Contract period.
- xi) Contractor shall maintain register/records with complete details of vehicles provided, days of operations, utilization of vehicles and driver log book etc. during the Contract period. The Vehicle logbook and trip sheet shall be signed by the driver & officials of Chennai Port Trust on every trip basis.
- xii) The contractor shall be responsible for up-keep and maintenance of all the vehicles. In case the vehicle breaks down, it should be the sole responsibility of the contractor to make immediate arrangement to provide alternate vehicle in time without extra cost to the Port.
- xiii) If a vehicle supplied by the contractor is not in acceptable condition and is refused by the user, no payment shall be made to the contractor for that day against that vehicle.
- xiv) The contractor shall park the vehicles at his own risk and cost. CHPT shall not be responsible for any loss or damage caused to the vehicles while parked at ChPT's premises or anywhere else during the contract period.
- xv) The Contractor shall have to obtain Harbour Entry permit for the vehicle and driver at their own cost for operation of the vehicle inside the port area during the contract period. However during breakdown of the vehicle, one day pass will be issued by the Trust for an alternative vehicle at free of cost. This privilege will be given only for two times in a year / user vehicle.
- xvi) If any vehicle demanded by the user department to ply in and around Oil Dock Area, such vehicles to be fitted with Spark Arrester and supplied.

4.SAFETY AND SECURITY:

The Contractor shall ensure that no driver either under the influence of alcohol or under stress be deployed for Chennai Port Trust's service. Any Driver caught in drunken state during working hours will be handed over to State Police through CISF. Chennai Port Trust reserves the right to subject the drivers for alcohol consumption test at random by the Trust's Medical Officer.

If any accident occurred, the Tenderer shall intimate immediately to the Officer of the concerned department, Safety Officer, CISF and Police authorities.

Chennai Port Trust will not be liable for any altercation/accident during the contract period.

Contractor shall be solely responsible for any damage to the Trust property.

Chennai Port Trust being a protected Industry the person deployed by the Contractor for this service should not indulge in any illegal/Anti social/anti-national activities.

The Contractor shall ensure that all safety and security regulations of Chennai Port Trust are followed.

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.

5.COMMERCIAL CONDITIONS FOR MONTHLY BASIS VALID FOR TWO YEARS.

(i)VALIDITY:

The prices quoted by the tenderer must be valid for 180 days from the date of opening of the tender.

(ii) RATES AND TAXES:

a) Rates

The tenderer shall quote the rate in the Price Schedule BOQ, format including the cost for the supply, maintenance, operation, Road tax, permit charges, diesel, drivers salary, Insurance, parking charges, all Taxes and other statutory charges as applicable etc. but excluding GST for the vehicle service for the contract period.

The Tenderer should read all the terms and conditions of this Tender document and shall quote the rates accordingly.

The Tenderers are requested to inspect the Port's different operational areas before quoting the price.

b) TAXES

For Goods and service Tax:

- (i) The firm shall furnish the Tax Invoice as per GST Act/Rules in the name of Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST separately. The GSTIN of Chennai Port Trust is 33AAALC0025B1Z9.

The firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail applicable input tax credit.

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

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

- (ii) **Financial Evaluation:**

The Financial Evaluation of the Tender will be based on the Base price of hiring of vehicle quoted excluding the applicable GST. However the lowest quoted rate for extra kms and extra hours will be applicable to all empanelled firms.

(iii) EXTENTION OF CONTRACT:

At the expiry of the contract period, Chennai Port Trust reserves the right to extend the contract for a further period of 3 months at the same rates, terms and conditions.

(iv) FUEL ESCALATION APPLICABLE ONLY FOR MONTHLY BASIS :

a) The charges shall remain firm during the period of contract except for variation in fuel cost alone.

b) Rates quoted will be varied on account of variation in fuel cost (Diesel) either upward or downward as per the following formula :

Increase/decrease in the amount

Adjustable towards variation in fuel cost = $(Dn-Do) \times K/12$

Do - The rate of diesel per litre prevailing as on date of opening of tender as per IOC / HP / BPC outlet of Chennai.

Dn - The rate of diesel per litre as per IOC / HP / BPC outlet of Chennai during the month of operating the vehicle.

K - Total number of Kms run after variation in the fuel price for the month.

6.LIQUIDATED DAMAGES :

The successful tenderer shall start operating the service within 15 days from the date of receipt of first order (new order) and within 3 days from the date of receipt of subsequent orders. Any delay in commencement of operation beyond 15 days from the date of receipt of first order(new order) and within 3 days from the date of receipt of subsequent orders will attract Liquidated damages of Rs.1000/= per day upto the starting of the service.

7.PENALTY:

If there is any disruption (or) non-performance of service due to any reason or whatsoever, the following penal charges will be levied:-

- a) Rs.1000/= towards penalty for each day.
- b) In addition non-payment of proportionate hire charges for those days.

8.PAYMENT TERMS:

Payment will be made once in a month, within 30 days from submission of consolidated trip sheet signed & dated along with separate Trust bill in the prescribed format after deducting Income Tax, penal charges and other applicable deduction if any from the monthly bill

For the vehicle(s) booked on Monthly basis under 12hrs slot/24 hrs slot valid for 2 years KMs and the time are calculated based on the Distance run from the daily reporting from the Chennai Port Trust and back. The driver shall ensure that the time and the total KM run at the time of release of the vehicle(s) are recorded by the user duly signed by him in the trip sheet/log sheet.

The contractor shall give the PAN No. for Tax deducted at source and required details to the user department for approval and recommendation of payment.

To make payment through ECS, contractor shall furnish the following:

Name of the Bank and Branch details Account Number, Type of Account, IFSC No, and MICR Number
GST Number, PAN Number, & ESI Regn. No. Aadhar details.

9. ESI CLAUSE:

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

(a) As per the Govt. Notification dated 20.07.2009, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and

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

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

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

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

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

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

iv) The Tenderer shall submit his first bill together with evidence of having obtained registration under ESI regulations and only then the bill

will be processed for payment. Subsequently, the Tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted his dues under ESI Regulations in respect of the workers / labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Contractor.

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

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

CHIEF MECHANICAL ENGINEER

ANNEXURE - III

Category - II

As & When required basis valid for a period of two years

SCHEDULE -A

TERMS AND CONDITIONS FOR CATEGORY (2) - AS AND WHEN REQUIRED BASIS VALID FOR TWO YEARS.

1.ELIGIBILITY CRITERIA:

The firm should own vehicles in the name of the firm or in the name(s) of the Partner(s)/Proprietor, a minimum of 4 Nos. of vehicles registered on or after January'2014 under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership in the name of owner / name of the partner / proprietor..

The Tenderer should have at least one year experience in supply of passenger vehicles to Govt./PSU/Reputed Private Company. Necessary order copy /Agreement copy and completion certificate copy / performance certificate copy from the organization(s) shall be enclosed in support of their experience along with Technical bid (Cover -I).

All necessary documentary proof duly self attested or notarized by Notary Public (or) Gazetted Officer must be enclosed for the above eligibility criteria.

2.EMPANELMENT

The firms will be empanelled for each category / type of vehicle consisting of Lowest Evaluated Tenderer(L1) and other firms who match the rate of Lowest Evaluated Tenderer when called by the Chennai Port Trust for negotiation for empanelment.

3.GENERAL CONDITIONS FOR - AS AND WHEN REQUIRED BASIS VALID FOR TWO YEARS.

- i) All the vehicles to be supplied shall be registered on or after Jan January'2014.
- ii) All the vehicles shall have valid comprehensive insurance till the contract period.
- iii) The tenderer shall not sub-let the contract
- iv) The vehicles shall have Tamilnadu tourist vehicle Registration only. The applicable mandatory regulations as stipulated by RTO, must be complied with and must be revalidated before the expiry of the due date during the tenure of the contract period.
- v) The vehicle provided by the contractor shall be in the name of Proprietor/firm / Partner(s)/ valid agreement between contractor and vehicle supplier in Rs.100/- non judicial stamp paper.

- vi) Only Officials / employees of Ch.P.T. will be permitted to avail the vehicle services. No materials will be permitted to pass outside the Trust gates using the vehicles either by the contractor or by the employees of the Chennai Port Trust.
- vii) The timings shall be maintained for the vehicles as per the instructions by the user departments officials.
- viii) Contractor shall not engage the driver below 18 years of age.
- ix) The driver should have valid driving license and provided with uniform.
- x) The Contractor shall provide One Manager at Chennai with necessary Office facilities during the Contract period.
- xi) The driver assigned for the service, shall maintain approved trip sheets/ log sheets giving in all the details like name of person who booked the vehicle, reporting person, place, time and the KMs traveled from one place to another etc and these details shall be certified by the Trust Officials.
- xii) The contractor shall be responsible for up-keep and maintenance of all the vehicles. In case the vehicle breaks down, it should be the sole responsibility of the contractor to make immediate arrangement to provide alternate vehicle in time without extra cost to the Trust.
- xiii) If a vehicle supplied by the contractor is not in acceptable condition and is refused by the user, no payment shall be made to the contractor against that vehicle.
- xiv) The contractor shall park the vehicles at his own risk and cost. CHPT shall not be responsible for any loss or damage caused to the vehicles while parked at ChPT's premises or anywhere else during the contract period.
- xv) Chennai Port Trust will not be liable for any altercation/accident during the contract period.
- xvi) Contractor shall be solely responsible for any damage to the Trust property.
- xvii) Chennai Port Trust being a protected Industry the person deployed by the Contractor for this service should not indulge in any illegal/Anti social/ anti-national activities.
- xviii) 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.

4.COMMERCIAL CONDITIONS FOR - AS AND WHEN REQUIRED BASIS VALID FOR TWO YEARS.

(i)VALIDITY:

The prices quoted by the tenderer must be valid for 180 days from the date of opening of the tender.

(ii)RATES AND TAXES:

a) Rates

The tenderer shall quote the rate in the Price Schedule BOQ, format including the cost for the supply, maintenance, operation, Road tax, permit charges, diesel, drivers salary, Insurance, all Taxes and other statutory charges as applicable etc. but excluding GST for the vehicle service for the contract period.

The cost of parking fees and other incidental charges will be reimbursed on production of documentary evidence / receipt along with the bill. (Airport, Railway Station, Bus stand and other parking areas parking charges).

The Tenderer should read all the clauses of this Tender document and shall quote the rates accordingly.

The Tenderer are requested to inspect the Port's different operational areas before quoting the price.

b) TAXES

For Goods and service Tax:

- (i) The firm shall furnish the Tax Invoice as per GST Act/Rules in the name of Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST separately. The GSTIN of Chennai Port Trust is 33AAALC0025B1Z9.

The firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail applicable input tax credit.

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

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

- (ii) **Financial Evaluation:**

The Financial Evaluation of the Tender will be based on the Base price of hiring of vehicle quoted excluding the applicable GST. However the lowest quoted rate for extra kms and extra hours will be applicable to all empanelled firms.

(iii) EXTENTION OF CONTRACT:

At the expiry of the contract period, Chennai Port Trust reserves the right to extend the contract for a further period of 3 months at the same rates, terms and conditions.

5. PENALTY:

If there is any disruption (or) non-performance of service due to any reason or whatsoever, the empanelled contractor will not be given the next two service orders against empanelment list.

6. PAYMENT TERMS:

For the vehicle(s) booked on As & When required Basis valid for two years, the billing is based on (i) KMs run i.e. Distance calculated from shed to shed and (ii) the time calculated from the time the vehicle(s) leaves the Contractor's shed and report back to the shed. The driver shall ensure that the time and the total KM run at the time of release of the vehicle(s) are recorded by the user duly signed by him in the trip sheet/log sheet.

Payment will be made on submission of trip sheet and bill signed & dated along with separate Trust bill in the prescribed format after deducting applicable deduction if any from the bill.

The contractor should give the PAN No. for Income Tax deduction at source.

The contractor should give the Bank Account Details for the payments through ECS. Viz., Name of the Bank, Branch, MICR No and Type of Account.

CHIEF MECHANICAL ENGINEER

PRICE BID
SCHEDULE A-1

Please quote your rates in the BOQ available in the e-procurement portal eprocare.gov.in

SCHEDULE `B'

GENERAL CONDITIONS OF TENDER

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 required:-

- (a) "BOARD" means the Trustees of the Port of Chennai a body corporate under Major Port Trusts' Act of 1963 as amended from time to time.
- (b) "C.M.E." means the Chief Mechanical Engineer of the Chennai Port Trust.
- (c) "CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE" means any Engineer or Assistant of the Chief Mechanical Engineer deputed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in this contract.
- (d) "TENDERER" means person or persons, firm or company whose contract has been accepted by the Board and includes Tenderer's personal representatives, successors and permitted assigns.
- (e) "CONTRACT" means the Conditions of contract, Specifications, Drawings, schedule of items of work within quantities and rates therein, contract and contract agreement.
- (f) "CONTRACT PRICE" means the sum specified in the contract subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.
- (g) "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 TENDER.
- (h) "WORKS" means the works to be executed in accordance with the TENDER under the relevant schedules.

It must be clearly understood that the rates mentioned in the Cost Schedules as indicated in the Trust Tender document are inclusive of everything required to be done by the conditions of the contract and specifications and also all such work as is necessary for the proper completion of the contract although special mention thereof may have been omitted in the specification.

Chief Mechanical Engineer

Annexure - V

FORM OF AGREEMENT

MEMORANDUM OF AGREEMENT MADE THIS _____ day of 2018 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 'Tenderer' on the OTHER PART.

WHEREAS the Board is desirous for supply, maintenance and operation of Vehicle Services monthly basis and As & When required basis valid of two Years has drawn up, a schedule of specification Schedule 'A', Schedule of quantities and prices and all cost Schedules price Schedule BOQ, a Schedule of General Conditions - Schedule 'B' and whereas the Tenderer has agreed to supply, maintenance and operation of Vehicle Services monthly basis valid for two years and As & When required basis valid of two Years referred to at the rates noted in all cost Schedule therein and subject to the Schedule of General Conditions of supply Schedule - B herein referred to as the "said conditions" and as security for the due fulfilment of all conditions of this TENDER, the Tenderer has deposited a sum of Rs. _____ /-

(Rupees

only) towards Security Deposit vide Demand Draft bearing No.

dt. _____ Issued by _____

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 Tenderer will upon and subject to the said conditions supply, maintain and operate as described in all the cost as indicated in Trust Tender document with such variations as provided for in the said conditions if any.
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, 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, and instructions concerning the work or the execution of or failure to execute same, arising during the course of vehicle operation and during performance 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 Tenderer strictly in accordance with instructions of the Chief Mechanical Engineer or his authorised representative.

3. (ii) 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 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.

3. (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.

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

<p>The common seal of the Board Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and Shri</p> <p>Chief Mechanical Engineer thereof has hereunto set his</p> <p>Hand in the presence of</p> <p>1.</p> <p>Signed and sealed by the Tenderer in the presence of</p>	<p>CHIEF MECHANICAL ENGINEER.</p> <p>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.</p>
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1.

2.

TENDERER.

ANNEXURE - VI
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)

ANNEXURE – VII

INTEGRITY PACT

BETWEEN

Chennai Port Trust Chennai hereinafter referred to as “The Principal”,

AND

..... hereinafter referred to as “The Bidder/Contractor”.

Preamble

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

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

Section 1 – Commitments of the Principal

(a) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders/Contractors with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders/Contractor the same information and will not provide to any Bidder/Contractor confidential/additional information through which the Bidder/Contractor could obtain an advantage in relation to the tender process or the contract execution.
- (iii) The Principal will exclude from the process all known prejudiced persons.

(b) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder/Contractor will not commit any offence under the IPC/PC Act; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- (v) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(b) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder/Contractor, before award of contract has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Principal is entitled to disqualify the Bidder/ Contractor from the tender process or to terminate the contract, if already signed, for such reason.

- (a) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will

be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- (b) The Bidder/Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (c) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (d) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

- (a) If the Principle has disqualified the Bidder/contractor from the Tender process prior to the award according to section 3, the Principal is entitled to demand and recover from the Bidder/ contractor liquidated damages equivalent to 3 % of the value of the offer or the amount t Earnest Money Deposit/ Bid Security, whichever is higher.
- (b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principle shall be entitled to demand and recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (c) The Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder / Contractor from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression.

- (i) The Bidder / Contractor declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (ii) If the Bidder / Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Sub-Contractors.

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

Section 7 – Criminal charges against violating Bidders/Contractors/Sub-Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

Section 8 – External Independent Monitor/Monitors (number depending on the size of the contract to be decided by the Principal)

- (a) The Principal appoints competent and credible external independent Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- (c) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractor with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to sitting fee for his service as decided by the Principal from time to time depending upon the total value of the project. The said fee will be borne by the Principal.
- (h) If the Monitor has reported to the Principal substantiated suspicion of an offence under the IPC/PC Act and the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (i) The word 'Monitor' would include both singular and plural.
- (j) The present Independent External Monitor
 - i) Shri.Ramabadran Krishnan, Ex-Director (HR)
A-4,Alkapuri,
Bhopal – 462 024
Madhya Pradesh
 - ii) Shri. M.Selvaraj, Ex-Director (Fin)
Flat No. 248,Wing D-2, Om shubhkarma CHS Ltd.,
Karmakshetra, S.S.Nagar,
Mumbai – 400 037.

Section 9 – Pact Duration

- (a) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded.
- (b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chennai Port Trust.

Section 10 – Other Provisions

- (a) This agreement is subject to Indian Law. Place of performance and jurisdiction is Chennai.

- (b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (d) Should one or several provision of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Office Seal)

For the Bidder/Contractor
(Office Seal)

Place:

Date:

WITNESS 1
(Name and Address)

WITNESS 2
(Name and Address)

ANNEXURE – VIII
CHECK LIST

SL.NO.	DESCRIPTION	REMARKS
1.	Tender Document cost enclosed	Yes/ No
2.	EMD enclosed	Yes/ No
3.	Cover – I (Technical and Commercial bid) (Content in Triplicate)	
	a. Complaint to Technical Specification	Yes/ No
	b. copy of work orders and their respective Completion Certificate for the previous similar work orders executed	Yes/ No Yes/ No
	c. Minimum similar experience of one year	Yes/ No
	d. Tender Form duly filled.	Yes/ No
	e. Schedule of general particulars duly filled.	Yes/ No
	f. Power of Attorney Format duly filled , signed & sealed.	Yes/ No Yes/ No
4	Cover – II (Price bid)	Yes/ No
5.	Tender document signed and sealed in all papers	Yes/ No

ACCEPTANCE OF THE TRUST'S TERMS & CONDITIONS:

1.	Validity (180 days)	Yes / No
2.	Security Deposit	Yes / No
3.	Execution Period	Yes / No
4.	Payment Terms	Yes / No
5.	Liquidated Damages Clause	Yes / No
6.	Other Trust's Terms & Conditions	Yes / No

TENDERER SIGNATURE