



**CHENNAI PORT TRUST**


**No. 1 RAJAJI SALAI  
CHENNAI - 600001**

**QUOTATION FOR COLOUR WASHING THE 2ND FLOOR  
(TAMIL SANGAM) OF PASS SECTION BUILDING AND INNER  
WALL SURFACES OF STAFF'S INSTITUTE OF BASEMENT  
FLOOR OF ANCHOR GATE BUILDING AT RAJAJI SALAI**

**QUOTATION NOTICE NO.Q/WMA1 /388/2017/E**

**CHIEF ENGINEER  
Civil Engineering Department**

## NIQ FOR WEB

	<b>CHENNAI PORT TRUST</b> <b>CIVIL ENGINEERING DEPARTMENT</b> No.1 Rajaji Salai, Chennai – 600001
Sealed quotations are invited from the contractors satisfying the eligibility criteria for the work of <b>“Quotation for Colour washing the 2nd Floor (Tamil Sangam) of pass section building and inner wall surfaces of staffs institute of basement floor of Anchor Gate building at Rajaji salai”</b> as per details furnished hereunder.	
Estimated Cost Rs. 1,22,247/- (approx)	EMD: Rs.2,500/-
<b>Completion period: 1month</b>	
<p>(i) Should have successfully completed similar works during last 7 years (as on 28.02.2017).</p> <p>a) Three similar completed works each costing not less than 40% of the present estimated cost i.e. Rs.48,900 (or)</p> <p>b) Two similar completed works each costing not less than 50% of the present estimated cost i.e. Rs.61,200 (or)</p> <p>c) One similar completed work costing not less than 80% of the present estimated cost i.e. Rs.97,800 and</p> <p>(ii) Average Annual turnover during the last 3 years (as on 31st March 2016) should be atleast 30% of the present estimated cost. i.e. Rs 36,700/-</p> <p>Documentary proof such as work order and completion certificate for experience and audited balance sheet, profit &amp; loss account statement for annual turnover for meeting all the eligibility criteria shall be enclosed with the quotation in original or copies. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with the above documents shall be submitted The bids of those firms who do not meet the eligibility criteria shall be treated as invalid and summarily be rejected.</p> <p>Note: “Similar work” means “Any Civil Engineering work.”</p>	
Quotation documents can be downloaded from Chennai Port Trust website: <a href="http://www.chennaiport.gov.in">www.chennaiport.gov.in</a> and e-procurement portal. The cost of quotation document is Rs.525/- (inclusive of VAT @ 5%). The Pay order/ Demand Draft towards cost of the document should be submitted with the quotation document. The original demand draft should be reached ChPT before opening the bid. Non submission of DD instruments in original to ChPT may lead to disqualification of bids.	
Note: The exemption certificate from NSIC/MSME is applicable for exemption from payment of EMD only and the tenderers are required to pay Rs 525/- towards cost of quotation document failing which their quotation will be rejected.	
Sale period : <b>20.03.17 to 27.03.17</b> (on all working days)	
Last date for Submission	<b>1500 hrs on 28.03.17</b>
Date of opening of Quotation	<b>15.15 hrs on 28.03.17</b>
For further details, please see the quotation document Quotation No.Q/WMA1/388/2017/E. <b>CHIEF ENGINEER</b>	
Visit our web site <a href="http://WWW.Chennaiport.gov.in">WWW.Chennaiport.gov.in</a>	

**Note:** Quotation documents downloaded from the web can also be submitted subject to the tenderer enclosing a separate DD towards the cost of the quotation documents and VAT at 5% along with his offer.

**CHENNAI PORT TRUST**

**QUOTATION FOR COLOUR WASHING THE 2ND FLOOR (TAMIL SANGAM) OF PASS SECTION BUILDING AND INNER WALL SURFACES OF STAFF'S INSTITUTE OF BASEMENT FLOOR OF ANCHOR GATE BUILDING AT RAJAJI SALAI**

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## **CHENNAI PORT TRUST**

### **QUOTATION FOR COLOUR WASHING THE 2ND FLOOR (TAMIL SANGAM) OF PASS SECTION BUILDING AND INNER WALL SURFACES OF STAFF'S INSTITUTE OF BASEMENT FLOOR OF ANCHOR GATE BUILDING AT RAJAJI SALAI**

#### **General Rules and Directions for Guidance**

**1. Deadline for submission of Quotation:**

Quotation must reach the Executive Engineer (MDO), 3<sup>rd</sup> Floor Old Administrative Office Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 at **1500 Hrs. on 28.03.2017.**

**2. Quotation Prices**

2.1 Unless stated otherwise in the Quotation documents, the contract shall be for the whole works as described in NIQ based on the unit rates and prices quoted by the tenderer in Bill of quantities.

2.2 Items against which no rate or price is entered by the tenderer will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. In case, the tenderer not accepted to carryout the items for which rates not-quoted within the quoted price, the offer submitted by the firm will be treated as rejected and the EMD amount paid by the tenderer will be forfeited.

2.3 The amount quoted by the tenderer in the Bill of quantities shall allow for all costs including labour, materials, equipment, transport charges, tests, etc. payable.

**3. Validity of Quotation**

Quotation shall remain valid for a period **60 days** from the date of opening.

**4. Eligible Tenderers**

The quotation is invited from the contractors who fulfill the eligibility criteria furnished hereunder:

(i) Should have successfully completed “similar works” during the last 7 years. (As on 28.02.2017)

- a) Three similar completed works each costing not less than 40% of the present estimated cost i.e. Rs.48,900/- (or)
  - b) Two similar completed works each costing not less than 50% of the present estimated cost i.e. Rs.61,200/- (or)
  - c) One similar completed work costing not less than 80% of the present estimated cost i.e. Rs.97,800/- and
- (ii) Average annual turnover during the last 3 years (as on 31st March 2016) should be at least 30% of the present estimate cost. ie., Rs.36,700/.

Documentary proof such as work order and completion certificate for experience and audited balance sheet, profit & loss account statement for annual turnover for meeting all the eligibility criteria shall be enclosed with the tender in original or copies. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be submitted. The successful bidder should produce original documents for verification by the Chief Engineer or his representative at the stage of Evaluation or as and when required before finalising the tender. The bids of those firms who do not meet the eligibility criteria shall be treated as invalid and summarily be rejected:

“Similar Works” means “Any Civil Engineering work”.

## **5. Earnest Money Deposit (EMD)**

- 5.1 Each Quotation should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs. **2500/- (Rupees Two thousand and five hundred only)** which shall be in the form of (i) Cash, (ii) Demand Draft / Pay Order / from any Nationalised Bank / Scheduled Bank drawn in favour of Chairman, Chennai Port Trust, Chennai 600 001.
- 5.2 In Case of 5.1 (i), the cash should be deposited at the office of the Accounts Officer (Cash), Chennai Port Trust before 12.00 Noon on

- the date of opening of Quotation and the receipt obtained for the payment should be enclosed with the Quotation.
- 5.3 In this case of 5.1 (ii), the Demand Draft / Pay Order, the same should be enclosed with the Quotation and should not be sent separately.
- 5.4 Under no circumstances should currency note be enclosed in the cover containing the Quotation as Earnest Money.
- 5.5 No other form of deposit towards Earnest Money shall be accepted.
- 5.6 Quotation not accompanied by the Earnest Money Deposit in the manner prescribed by the Trust will be summarily rejected.

However Small Scale Units registered with the National Small Industries Corporation Ltd., are exempted from payment of Earnest Money Deposit provided a Certificate from the Registering Authority is produced to substantiate their status as a Small Scale Unit currently registered with the National Small Industries Corporation Ltd.,

However no exemption from payment of Security Deposit amount will be allowed in respect of Small Scale Units registered with National Small Industries Corporation Ltd.,

**“NOTE:** To claim under **Clause 5.6** above, the tenderers are required to produce an attested copy of the NSIC registration Certificate. The attestation should be from a Gazetted Officer of Central /State Government. The exemption from the payment of EMD will be allowed only if the Quotation item of work / supply is covered in the enlistment statement attached to the NSIC certificate. No claims for exemption without the details stipulated above will be considered. To claim exemption from payment of SD, the waiver of SD to the prescribed limit will be applicable with respect to the monetary limit furnished in NSIC Certificate.

**6. Opening of Quotation**

Quotation will be opened at the office of the **Executive Engineer (MDO) 3<sup>rd</sup> Floor of Old Administrative Office Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 at 15.15 Hrs. on 28.03.17.**

**7. Refund of EMD**

7.1 EMD for unsuccessful tenderers will be refunded after finalisation of award of contract to the successful tenderer. The stamped receipt for refund of EMD should be submitted by the tenderer along with the Quotation submission.

7.2 The EMD of the successful tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful tenderer shall when his tender is accepted, furnish security as specified in the **clause 3 of Schedule B - Special conditions** after giving credit to the amount deposited by him as earnest money. The earnest money shall retain its character, as such, till the successful tenderer furnishes the security deposit.

**8.** Quotation Documents downloaded from the web can also be submitted subject to condition that the tenderer should enclose a separate DD towards the cost of the documents and VAT @ 5% along with his offer.

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**QUOTATION FOR COLOUR WASHING THE 2ND FLOOR ( TAMIL SANGAM)  
OF PASS SECTION BUILDING AND INNER WALL SURFACES OF STAFF'S  
INSTITUTE OF BASEMENT FLOOR OF ANCHOR GATE BUILDING AT RAJAJI  
SALAI**

**SCHEDULE-A**

**(Schedule of approximate quantities)**

Sl.No	Probable Quantity		Description of work	Rate in figures and in words	Unit in figures and in words	Amount
				Rs . P		Rs . P
1	1	m <sup>3</sup>	Dismantling the existing Brick wall at 2nd Floor (Tamil Sangam) of pass section building with out disturbing the adjacent stretchers and removal of from the site Site and stacked with in the lead of 50 m including all materials including labours etc., complete.		1M <sup>3</sup> (One Cubic metre)	
2	13	M <sup>2</sup>	labour charges for providing aluminum partitions at 2nd floor (Tamil Sangam) for pass section building at a ht upto 3 m and required materials such as aluminium Channels, particle boards/glasses etc., will be supplied by Trust at free of cost. Rubber beedings and screws etc., will be borne by the contractor including all other materials, tools etc., complete.		1M <sup>2</sup> (One Square metre)	
3	770	M <sup>2</sup>	Preparing the old surfaces of Roof ceiling surfaces wherever required and applying two coats of colour wash using lovelycem o give an even shade, wherever required all as directed at site of work including all labour, materials, brushes, scaffolding etc., complete.		1M <sup>2</sup> (One Square metre)	



4	1100	M <sup>2</sup>	Preparing the inner wall surfaces of building and painting two coats of plastic emulsion paint (Asian or equivalent) of approved colour and of good quality to give an even shade, wherever required all as directed at site of work including all labour, materials, brushes, scaffolding etc., complete.		1M <sup>2</sup> (One Square metre)
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(Rupees -----  
-----Only)

**GENERAL NOTES :**

1. The contractor is advised to **inspect the site before quoting the rates.**
2. The rate under the schedule shall be inclusive of all taxes, levies, duties and other charges.
3. The rate mentioned above item is inclusive of cost of material unless otherwise mentioned.
4. **The contract period is 1 Months.**
5. Sales tax on works contract will not be paid, even if it is levied by the state government at a later date.
6. "Value Added Tax (VAT) will be applied to this contract as per provision of the act and will be recovered from the works bills as per the Tamil Nadu Govt. VAT provision. Necessary certificate towards such "Tax deduction at source" will be issued by the Trust's Account department.
7. The work shall be carried out without any hindrance to the normal working conditions of that area.
8. For specification of materials and work, Chennai Port Trust's Engineering manual Vol I & II and its amended version are to be followed.
9. The materials used on the work shall be having approved quality and as directed by the Chief Engineer or his representatives. The contractor shall get the approval of the materials before using them on the works.
10. While working at heights the contractor shall use safety belts, non - skid type safety ladders with adequate strength.
11. For further details the tenderer may contact Executive Engineer (C) F during office hours Ph. No. 25362201 Extn.2220 .

**SIGNATURE OF THE TENDERER**

**CHIEF ENGINEER  
CHENNAI PORT TRUST**

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### **SCHEDULE 'B'**

#### **SPECIAL CONDITIONS**

1. The work shall be completed within **one (1) Month** from the seventh day of placing the order (or) the actual date of starting the work whichever is earlier.
2. **CEMENT REQUIRED FOR THE WORK.**  
Cement not required for this work
3. **SUPPLY OF DRINKING WATER AT THE SITE OF WORK:**  
The Contractor shall make his own arrangements.
4. **SUPPLY OF WATER FOR THE WORK:**  
The contractor shall be permitted to collect water from the nearest water supply point, free of cost. But the contractor shall make his own arrangements for collection and storage of water required for the work.
5. **Electricity Supply for Works:**  
Electricity Supply not required for this work.
6. **Water and Fuel for plants and Machinery:**  
The contractor shall make his own arrangements for the supply of water, fuel, etc., at his own cost for the plants and machinery etc.,.
7. **MISCELLANEOUS CONDITIONS:**
  - (a) The Chief Engineer shall have the right to omit at his discretion one or more items of work when placing the order.
  - (b) The quantities indicated in the schedule are only approximate and can be increased or decreased at the discretion of the Chief Engineer. However, the consequent variation in the Total Contract Value will be limited to 20%. The rates quoted shall be firm for such variation. In case the variation results in the total contract value exceeding the prescribed percentage revision of rates, if any, shall be applicable only for that portion of the contract carried out in excess of the permissible percentage.

**8. SECURITY DEPOSIT:**

The Contractor shall deposit 10% of the contract value as Initial Security for the due fulfillment of the conditions of the contract, within 7 days of placing the order failing which the order shall be cancelled and other arrangements made for executing the work. The Security Deposit shall not bear any interest and the Security Deposit shall be forfeited in whole or part at the discretion of the Chief Engineer, if in his opinion the contractor has failed to fulfill any of the conditions of the above contract. The Security Deposit shall be refunded to the contractor along with the bill after the work is completed satisfactorily and certified by the Chief Engineer to that effect.

9. The Contractor should produce Xerox copy of the photo identity card in the form of ration card or voter's identity card for the Contractor and workers engaged by him to issue Harbour entry pass. The Harbour entry pass can be used along with the Xerox copy of the photo identity issued by Government Authority.

10. The Workers should be in position to produce the Harbour entry pass issued by the trust along with the photo identity card for verification purpose during the work at the port. Also the workers shall not indulge in any other undesirable / objectionable activities like pilferage or stealing the materials from the Port, for which act, the contractor only will be held responsible and the work undertaken by the Contractor will be terminated with immediate effect.

11. The list of persons engaged by the contractor with detailed addresses should be furnished to the Chief Engineer's representative / Executive Engineer concerned and the same will be forwarded to the police station concerned for verification of character and antecedents.

**12. Compensation for delay:**

If the contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the Engineer, the contractor shall pay or allow to the Board a sum of contract as liquidated and ascertained damages and not by way of penalty, for every day/week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any Amount payable to or to be payable to the contractor including encashment of Bank Guarantee or any Securities / Guarantees, if any available with the Port Trust. The maximum Amount of Liquidated Damages will be worked out based on the Total Contract value inclusive of all Taxes and Duties thereon.

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

The Liquidated Damages/ Late Delivery charges will be worked out as follows;

The Liquidated Damages/ Late Delivery charges whose period of contract / delivery is above four weeks, Liquidated Damages/ Late Delivery charges will be  $\frac{1}{2}\%$  (half percent) per week or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract.

The payment of such damages does not relieve the contractor of his obligations to complete the works or from any other of his obligations or liabilities under this contract.

**CHIEF ENGINEER  
CHENNAI PORT TRUST**

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#### **SCHEDULE 'C'**

#### **GENERAL CONDITIONS**

1. No materials will be supplied free by the Trust and it is the responsibility of the contractor to procure and supply all the materials required for the work at their cost.
2. If any materials issued to the contractor by the Trust for the use on the work is lost or damaged, the cost thereof at the ruling market rate or at the Trust's issue rate whichever is higher plus 20% storage charges in either case will be recovered from any money due or that may become due to the contractor.
3. The quantities given in the schedule of quantities are those upon which the approximate estimated cost of the work is based but they are subject to alterations, omissions, deductions and additions and do not necessarily show the actual quantities of the work to be done.
4. The work shall be done to the satisfaction of the Chief Engineer or his representative.
5. The Chief Engineer may cancel the contract at his option at any time without notice for any reason including poor progress of work. The decision of the Chief Engineer is final and will be binding on the contractor.
6. In case the contractor leaves the work incomplete the Chief Engineer shall have the right to have the work completed through any other agency and recover the extra expenditure incurred by the Trust in so doing from any money due or to become due to the contractor.
7. The Contractor shall conform and comply with the regulations and by – laws of the Chennai Port Trust Board and of all other local authorities such as the Corporation of Chennai. The Chief Electrical Inspector to Government of Tamilnadu, the Tamilnadu Electricity system, the Factories Act, the Government Customs and Police Department, etc. The contractor shall conform to rules, regulations, etc. concerning injury to workman compensation for injury to workmen, Insurance for workman

etc. The Contractor shall also conform to contract labour (Regulations and Abolition) Central Rule 1971 etc.

8. The Contractor shall be responsible for any accident; damage for injury caused to any his employees or property or any person or property in course of the work and shall hold the Port Trust blameless in respect thereof any also in respect of any claim made by any person or any reasons whatsoever.
9. The contractor shall be solely responsible for reporting to the Board and Police Department immediately of any serious or fatal accident inside the Trust's premises to any of his employees/workmen engaged by him or any persons involved in an accident at site of work.
10. The work shall be carried out without causing any inconvenience to the Trust and to other works in progress in the neighbourhood and any losses to the Trust.
11. Only vehicles licensed by the Board will be allowed inside the Port premises. Admission into the Harbour is regulated by issue of passes for the contractor and his staff. Entry passes will be issued free of cost to the contractor. The contractor is solely responsible for all the details incorporated in the passes; the Trust is indemnified against their misuse. The entry passes shall be produced at the time of entry and any other time when demanded by the CISF personnel or department officials. Further, in the event of loss of entry passes or identity card issued to the contractor or their labour, Rs.20/- will be imposed as penalty in each case.  
Engineering Department shall recommend the contractor/ firms to register with the pass section. Applicants should apply in the prescribed format to get a code number for the firm from the Pass section and should produce authorized signature of two persons per firm who will sign the pass application. Any changes in the Authorized signatories, both of the firm's officials should be intimated to pass section immediately.  
Provision for individual and vehicle Harbour Permits are alone available in the Pass Section Module and not for the Materials.  
As per ISPS requirements all the Port users should submit antecedent verification / police verification or Pass port copy of their employees / contract workers, since it is a pre- requisite for issuing all Port Entry passes.
12. Only vehicles licensed by the Board will be allowed to ply inside the harbour. Private carts of any kind are not permitted within the harbour area.

13. The work shall be carried out only during Trust's working days between 7-30 A.M. and 5-00 P.M.
14. The quantities of work executed will be measured and payment made once a month generally except in the case of work for which the time for completion is specified as six weeks or less than six weeks in which case payment will be made once only on satisfactory completion of the work.
15. It shall be clearly understood that the rates mentioned in the schedules are inclusive of everything required to be done for the proper completion of the work.
16. Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative on the one hand and by the contractor or their representative on the other. Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurements, then in any such event, measurements taken by the Engineer-in-charge or by the person deputed by him shall be taken to be the correct measurement of the work.  
The contractor shall, without extra charge, provide assistance with every appliance and other things necessary for measurement. Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of the Employer, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements.
17. All payments made by the Trust to the contractor for the work shall be rounded off to the nearest rupee.
18. The work shall be completed within **1(one) month** from the 7<sup>th</sup> day of placing the order or actual date of starting the work whichever is earlier.
19. If the progress of work is held up owing to circumstances which in the opinion of the Chief Engineer are beyond the control of the Contractor, Such as War, stormy weather and other reasonable causes, the Chief Engineer may at his discretion, grant to the Contractor such extension of time as he considers reasonable for the completion of the work. The grant of such extension of time will not bestow on them any claim for compensation or extra payment at a future date whatsoever.

**CHIEF ENGINEER  
CHENNAI PORT TRUST**

CHENNAI PORT TRUST  
CIVIL ENGINEERING DEPARTMENT  
**ANNEXURE I**

The clauses related to Implementation of ESI Act, 1948 is furnished below:

- (a) As per the Govt Notification dt 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary 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 21<sup>st</sup> 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 21<sup>st</sup> 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 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 21<sup>st</sup> of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the



ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

- (d) As per the above Government Notification
- i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
  - ii) In case they are covered under ESI Act, they have to furnish the details of registration.
  - iii) In case the tenderer does not possess ESI Registration at the time of Participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.
  - iv) The tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers/labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the contractor.
  - v) In case the tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non-Judicial Stamp paper worth Rs. 20/- 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/-.

### **Cess**

Payment of Cess in Tamilnadu Construction Workers Welfare Board towards Building Or other construction works undertaken by the Port Tamil Nadu Construction Workers Welfare Board has raised the demand to remit the Cess at 1% of the total estimate cost of the building or other construction works undertaken by Chennai Port Trust towards the benefit of the manual workers in the employment in construction or maintenance of dam, bridges, roads or in any building operations.

Based on the above, Board's approval has been obtained vide BR No.122, Dated 21.08.15 for the following:

- 1) Consider the payment of cess to TNCWWB at 1% of the building or Other construction works undertaken by Chennai Port Trust as per the provisions of the Tamil Nadu Manual Works (Regulation of employment and conditions of work) Act, 1982 and Tamil Nadu Manual Workers (construction Workers) Welfare Schemes, 1994 and G.O. (MS) No.295, Dt 17.12.2013:of Labour and Employment(12)Department
- 2) Effect the payment of cess to TNCWWB prospectively for the works for which 'NIT' issued after the date of approval for the subject proposal;
- 3) Add the component to that effect in the estimate proposed for the building or other construction works (involving civil Engineering Contractors) at the rate of 1% in each item at the end of analysis of rate after adding water charges and contractor's profit and overhead charges for civil works involving building and other constructions works only. In case, no such provision is made in the estimate and value put to tender the 1% cess will be borne by CHPT and contribution will be made directly to TNCWWB.
- 4) Recover @ 1% of the billed amount progressively from each running bill as well as the final bill of the contractor for the works which are covered under Cess act and remit/deposit the same to TNCWWB through the Finance Department, and wherever, such provision is not available in estimate or tendered amount of ongoing contract, the 1% cess will be borne by the Trust.

In this regard, hitherto the following procedure shall be adopted:

1. A provision, for Tamil Nadu Construction Workers Welfare Cess @ 1% in each item at the end of analysis of rate after adding water charges and contractor's profit and overhead charges shall be added in the estimate prepared for civil works involving building and other constructions works
2. A recovery @ 1% of the billed amount shall be effected progressively from each running bill as well as the final bill of the contractor for the works which are covered under cess act and remit/deposit the same to TNCWWB through the Finance Department.
3. In the case of ongoing contract for building or other construction works which have been amended on or after Board's resolution, where no provision has been made towards recovery of Tamil Nadu Construction Workers Welfare Cess @ 1%, Chennai Port Trust will borne the contribution towards Cess @ 1% of the billed amount progressively from each

running bill as well as the final bill of the contractor for the works which are covered under Cess act and remit/deposit the same to Tamil Nadu Construction Workers Welfare Board.

**EPF :**

As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of remittance of EPF contribution of the employees engaged for the EMPLOYER work, is required to be submitted to the EMPLOYER. In any eventuality, if the contractor failed to remit employee/ employer's contribution towards EPF subscription etc. within the stipulated time, EMPLOYER is entitled to recover the equal amount from any money due to the extent from the next bill, or accrue to the Contractor under this agreement/or by any means, with an advice to RPFC, duly furnishing particulars of personnel engaged for the EMPLOYER. **Any payment towards the work order will be made only after compliance of the EPF Regulation.**

**CHIEF ENGINEER  
CHENNAI PORT TRUST**