



CHENNAI PORT TRUST
No. 1 RAJAJI SALAI
CHENNAI - 600001

**QUOTATION FOR IMPROVEMENTS TO THE EXISTING LAWN BY
PROVIDING LANDSCAPPING NEAR PENSIONER SECTION AND CANTEEN
IN ADMINISTRATIVE OFFICE COMPLEX.**

QUOTATION NOTICE NO.Q/WMA4/ 000409/2017/E

CHIEF ENGINEER
Engineering Department

NIQ FOR WEB



**CHENNAI PORT TRUST
CIVIL ENGINEERING
DEPARTMENT**

No.1 Rajaji Salai,
Chennai – 600001

Sealed quotations are invited from the contractors who are satisfying the eligibility criteria for the work of “Quotation for Improvements to the existing lawn by providing landscaping near pensioner section and canteen in Administrative office complex .” as per the details furnished hereunder.

Estimated Cost: Rs 4,91,289/- (appx)	EMD: Rs.9900/-
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Completion period: 3 months

(i) Should have successfully completed similar works during 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.1.97 lakhs (or)

b) Two similar completed works each costing not less than 50% of the present estimated cost i.e. Rs.2.46 lakhs (or)

c) One similar completed work costing not less than 80% of the present estimated cost i.e. Rs.3.93 lakhs and

(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., 1.47 lakhs

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 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.

Note: “Similar work” means “Any Horticulture works”.

Quotation documents can be obtained from the AO (Cash.) on payment of Rs.525/- (inclusive of VAT @ 5% (Rs.200/- extra if by Post). Pay order/ Demand Draft towards cost of the document should be drawn in favour of “The Chairman, Chennai Port Trust” payable at Chennai.

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 : **16.03.17 to 22.03.17** (on all working days)

Last date for Submission	15.00 hrs on 23.03.17
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Date of opening of Quotation	15.15 hrs on 23.03.17 in the office of EX(C)MDO at Third floor of old Admn.office building.
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For further details, please see the quotation document Quotation No.Q/WMA4/0409/2017/E

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Visit our web site www.chennaiport.gov.in for any further details, amendments or corrigendum etc.

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.

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General Rules and Directions for Guidance

1. Deadline for submission of Quotation:

Quotation must reach the Executive Engineer (MDO), 3rd Floor Old Administrative Office Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 at 1500 Hrs. on **23.03.17**

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.1.97 lakhs (or)
 - b) Two similar completed works each costing not less than 50% of the present estimated cost i.e. Rs.2.46 lakhs (or)
 - c) One similar completed work costing not less than 80% of the present estimated cost i.e. Rs.3.93 lakhs 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.1.47 lakhs.

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 Work” means **“Any Horticulture works”**.

5. Earnest Money Deposit (EMD)

- 5.1** Each Quotation should be accompanied by an Earnest Money Deposit (EMD) amounting to **Rs.9900/- (Rupees Nine thousand Nine 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 Deputy Chief Accounts Officer (Engineering), 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. The exemption certificate from NSIC/MSME/ any other organizations is eligible for exemption of EMD only

6. Opening of Quotation

Quotation will be opened at the office of the **Executive Engineer (MDO), 3rd Floor of Old Administrative Office Building, Chennai Port Trust, Rajaji Salai, Chennai - 600 001 at 15.15Hrs.on 23.03.17.**

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 8 of 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. 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.
- 7.3** 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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landscaping near pensioner section and canteen in Administrative
office complex.

SCHEDULE 'A'

(Schedule of approximate quantities and rates)

(1)	(2)	(3)	(4)	(5)	(6)
Sl. No.	Probable Quantity	Description of work	Rate in Figures and in Words Rs. P.	Unit in Figures and in Words	Total Amount Rs. P.
1	1 M ³	Dismantling the existing brick work in C.M for electric box platform, lamp post etc. wherever necessary and as directed, without damaging the nearby structures, including collecting and depositing the debris within a lead of 50m for transportation and disposal all as directed including all labour, tools, tackles, etc., complete.		1M ³ (One Cubic Metre)	
2	65 M ³	Earth work excavation upto 1.50m depth for formation of lawn excluding the tree portion in the ordinary soil, sand, clay mixed with roots, boulders weighing individually less than 250 Kg, and removal of unwanted debris, cutting of unwanted roots, vegetation, plants, weeds and other materials including dumping		1M ³ (One Cubic Metre)	

(1)	(2)	(3)	(4)	(5)	(6)
		the excavated surplus earth within a lead of 50m/or placing around the trees as directed at site of work, including all labour, tools, transport and fuel etc., complete			
3	33 M³	<p>Supplying of red Earth free from stones and other unwanted materials and stacked at required places all as directed at site of work including all labour, fuel, tools, transport, equipments, loading, unloading etc., complete.</p> <p>Note: 20% voids to be deducted for stacked red earth. Payment will be made based on the stacked quantity after deduction of 20%.</p>		1M³ (One Cubic Metre)	
4	33 M³	<p>Supplying and stacking of dried Cattle manure free from leaves, hay and other unwanted materials at required places all as directed at site of work including all labour, fuel, tools, transport, equipments, loading, unloading etc., complete.</p> <p>Note: 8% voids to be deducted for stacked cattle manure. Payment will be made based on</p>		1M³ (One Cubic Metre)	

(1)	(2)	(3)	(4)	(5)	(6)
		the stacked quantity after deduction of 8% voids.			
5	66 M³	Mixing of stacked red earth and cattle manure in the required proportion (1:1 one part of red earth : one part of cattle manure) and spreading the same over the surface of lawn portion, including compacting, all labour, tools, equipments etc., complete.		1M³ (One Cubic Metre)	
6	650 M²	Supplying and laying /planting the Korean grass (Turf type) free from pest diseases and in good condition and developing the lawn, including maintenance of lawn (Korean grass) for one month by regular watering, weeding, mowing by the electrical lawn mower , cleaning the dried leaves, cutting and trimming of lawns regularly, cleaning of paper cups, plastic papers, maintaining them for a period of one month all as directed at site of work including all garden equipments hose pipe and transporting, labour, tools, grass, equipments, transport, fuel, etc., complete.		1 M² (One Square Metre)	

(1)	(2)	(3)	(4)	(5)	(6)
		<p>Note:1. The payment will be made for this item after completion of successful maintenance period of one month.</p> <p>2. Maintenance period will be taken as after laying of lawn portion.</p> <p>3. Water will be supplied by the Trust at free of cost and shall be collected by the tenderer from the nearest point available.</p> <p>4. If the lawn is not maintained properly recovery will be effected proportionately as decided by the Engineers in charge.</p>			
7	350 Nos	<p>Supplying and planting any of the following of edge /border plants - Pisonia, Ixora pink, Ixora red, Acalypha vri, Allamonda, Tecoma gowdi chodi, Bogan villa vri, Hibiscus, Cleodendron, Erenthemum around the lawn portion, plants in good healthy condition and free from pest diseases etc., complete.</p>		1 No. (One Number)	
		<p>Note :1) If any plants not in good condition, the Engineer / Horticulturist will reject the</p>			

(1)	(2)	(3)	(4)	(5)	(6)
		<p>same. 2) The payment will be made for this item after completion of successful maintenance period of one month.</p> <p>3. Water will be supplied by the Trust at free of cost and shall be collected by the tenderer from the nearest point available.</p> <p>4. If the plant is not maintained properly recovery will be effected proportionately as decided by the Engineers in charge.</p>			
8	0.50M³	<p>Brick work using good and approved quality bricks of class designation 50 in cement mortar 1:5 (1 Cement: 5 Coarse river sand) for electric box chamber, lamp post and wherever required all as directed including curing, including cement and other materials, labour, tools, plants, equipments, fuel, etc. complete.</p>		1 M³ (One Cubic Metre)	
9	1 M²	<p>Providing RCC of mix 1:2:4 in volumetric proportion (1cement: 2 clean coarse river sand: 4 hard granite stone metal of 20mm nominal size) for RCC cover slab of 50mm thick including plastering in CM 1:3 6to 10mm thick and steel reinforcement to the</p>		1 M² (One Square Metre)	

(1)	(2)	(3)	(4)	(5)	(6)
		<p>required size and shape for the well portion and wherever required all as per relevant specification including providing necessary shuttering, mixing, placing, vibrating, curing, etc., including placing the slab in position and finishing the exposed surface of the slab with neat cement punning all as directed at site of work including all labour, cement, materials, tools, plants, equipments, fuel, etc., complete.</p>			
10	2 M²	<p>Preparing the surfaces of electric box chamber, electric post chamber and plastering in cement mortar 1:5 (1 cement : 5 clean fine river sand), 12mm thick, wherever required to the required finish, curing, all as directed including cement and other materials, labour, tools, equipments, scaffolding, etc., complete.</p>		1 M² (One Square Metre)	
11	1 M²	<p>Providing Brick on edge with dry bricks using bricks of class designation 50 for surrounding portion of borewell area in</p>		1 M² (One Square Metre)	

(1)	(2)	(3)	(4)	(5)	(6)
		Island I wherever required all as per relevant specifications and as directed including all labour, materials, tools, plants, equipment, fuel etc., complete.			
12	2 M²	Preparing the surfaces of electric box chamber, electric post and applying two coats of colour wash or equivalent over a coat of white wash using lovelycem of approved colour and of good quality to give an even shade all as directed including all labour, materials, tools, tackles, equipments, brushes, scaffolding, etc., complete		1 M² (One Square Metre)	
13	50 M³	Loading, transporting, dumping and levelling the surplus earth in the low lying areas Outside of Port all as per relevant specifications and as directed including all labour, transport, tools, equipments, fuel, etc., complete. NOTE: 1.The tenderer shall maintain trip sheets in triplicate in Trust's approved format at his own cost for the quantity of debris transported. 2. Payment will be based on the		1M³ (One Cubic Metre)	

(1)	(2)	(3)	(4)	(5)	(6)
		lorry cubical content. No deduction of voids for debris will be made. 3. Vide Sl.No.2 excavated earth will be stacked within a lead of 50m/ placing around the trees wherever required as directed at site. 4. After raising the soil level around the trees with surplus earth / remaining quantity of excavated earth will be transported from site.			
		TOTAL			

(Rupees -----
Only)

GENERAL NOTES :

1. The tenderer is advised to '**inspect the site**' before quoting the rates.
2. The rates quoted by the tenderer should be inclusive of all taxes, levies, duties and other charges etc.,
3. Sales Tax on works contract will not be paid, even if it is levied by the state Government at a later date.
4. Value Added Tax (VAT) at the rate of 2% of contract value will be recovered from the works bills and remitted to the Government of Tamilnadu as per the Tamilnadu Government VAT provision. Necessary certificate towards such deduction at source will be issued by the Trust's Accounts Department.
5. The contract period is **3 months**.(Including maintenance period) The work will

be carried out in all working days excluding Sundays, holidays and Trust Closed Holidays.

6. The tenderer shall carry out the work as per day to day instruction of the Chief Engineer or his representatives at site.
7. The work is to be carried out with out any hindrance to the occupants and normal working conditions of that area.
8. For specification of materials and work, Chennai port Trust manual vol I & II and its amended version are to be followed.
9. Any serviceable material, if found during clearing of material shall be handed over to the department stores as directed.,
10. For further details the tenderer may contact the Trust Manager(Envi & safety) during office hours. 25312347.

SIGNATURE OF THE TENDERER

**CHIEF ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

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SCHEDULE 'B'

SPECIAL CONDITIONS

1. The work shall be completed within **3 Months**(including maintenance period) 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.**
 - 2.1 The contractor shall procure 43 Grade (conforming to IS 8112) or 53 grade (conforming to IS 12269) Ordinary Portland cement or any other special grade/quality of cement as required for the work, from reputed manufacturers of cement such as Ultra tech, Birla, ACC, India Cements, Madras Cements, Chettinadu Cements, Dalmia Cements, Zuari Cements, Penna Cements or any other equivalent brands as approved by the Engineer.

In case of non-availability of Ordinary Portland cement, Portland pozzolana cement conforming to IS 1489 shall be used with suitable admixtures to attain the required strength.
 - 2.2 Supply of cement shall be made in 50-Kg bags bearing manufacturer's name and BIS marking. Every consignment of cement shall be accompanied with the manufacturer's test certificate with the following specific information / details:
 - i. The complete test results conducted for the specifications mentioned in the contract.
 - ii. Reference to the supplies made on the strength of the test certificate sent to the Trust.
 - iii. The competent officer of the supplier should authenticate all the entries made in the test certificate.

The test certificate can be either original or Xerox copy duly authenticated by a responsible official of the supplier will be the basis for acceptance of the materials in addition ,if directed by the Engineer or his representative , the contractor shall submit the original bill / invoices for verification.
 - 2.3 If so desired or if the cement so supplied are not accompanied with such test certificates, samples of cement procured by the contractor shall be taken by the Engineer's representative and got tested in accordance with provisions of relevant BIS codes. In case, test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a

- week's time from the date of written order from the Engineer or his representative to do so.
- 2.4 The cement shed with a capacity to store a minimum of 200 bags of cement or as decided by the Engineer or his representative shall be constructed by the contractor at the site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with Engineer's representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch & ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer or his representative at any time. Thatched shed shall not be permitted.
 - 2.5 If the consignment is not accompanied by the manufacturer's test certificate or any additional test is ordered by the Engineer's representative at random, the contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/department in the manner such indicated below:
 - i. By the contractor, if the results show that the cement does not conform to relevant BIS codes or the cement supplied by them is not accompanied with manufacturer test certificate leading to testing of cement at site.
 - ii. By the Department, if the retest results carried out at site show that the cement conforms to relevant BIS codes.
 - 2.6. The requirements of cement shall be calculated on the basis of the standard formula for consumption of cement as laid down by the Engineer or his representative and over this theoretical quantity, the variation allowed shall be plus or minus 2% only.
 - 2.7. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of cement shall be worked out on the standard formula as laid down by the Engineer or his representative. Over this theoretical quantity shall be allowed a variation of minus 2%. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as hereinbefore provided (allowing variation on the minus side as stipulated above), the cost of quantity of cement not so used shall be recovered from the contractor at the local market rate prevailed during that time.
 - 2.8 Cement brought to site and cement remaining unused after completion of work shall not be removed from the site without the written permission of the Engineer or his representative.
 - 2.9 A Copy of the manufacturer's test certificate showing conformity of the particular consignment to BIS Specifications in addition to the invoice and bills shall be submitted by the contractor for the supply of Cement.
 - 2.10 The contractor should maintain a register showing the receipt and daily usage of cement and other materials and get the register checked by the departmental officer daily.

3. STEEL REQUIRED FOR THE WORK.

RIBBED TOR STEEL/TMT BARS REQUIRED FOR THE WORK TO BE PROCURED BY THE CONTRACTOR AT THEIR OWN COST.

The contractor shall procure steel reinforcement bars conforming to relevant IS1786 –1985/ IS432 (Part- I) –1982 code from the producers such as SAIL, VSP, TISCO and also firms having ISI mark as approved by the Engineer's representative in respect of all supplies of steel brought by him to the site of work.

(c) Structural Steel:

The contractor shall procure the structural steel required for the work from the producers such as SAIL, TISCO or other equivalent firms and their authorized dealers as approved by the engineers representative in respect of all supplies of steel brought by him to the site of work.

4. SUPPLY OF ELECTRICAL POWER FOR WORKS:

No electric supply is required for this work.

5. SUPPLY OF DRINKING WATER AT THE SITE OF WORK:

The Contractor shall make his own arrangements.

6. 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.

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 5% of the contract value as Initial Security for the due fulfillment of the conditions of the contract,

within 7 days of receiving the order failing which the order shall be cancelled and other arrangements made for executing the work. In addition to the Initial Security, 5% shall be recovered from the successive part bills to fulfil the contract. 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 fulfil 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 list 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;

i) The Liquidated Damages/ Late Delivery charges whose period of contract / delivery is above four weeks, Liquidated Damages/ Late Delivery charges will be ½% (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 prevailing 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 specification of all other materials shall be as per the Civil Engineering Works Manual of Chennai Port Trust with latest amendments unless otherwise specified and/or relevant Indian Standard specifications as applicable. All BIS specification referred to in this schedule shall be the latest version.
5. The work is to be carried out with due diligence and executed to a workman like manner. The material used when supplied by the contractor is to be of the best of its kind and in all cases to be subject to the approval of the Chief Engineer whose decision to the rate of progress the quality of the work or materials, sizes etc., is final
6. The Chief Engineer may cancel the contract at his option at any time without notice for any reason including poor progress of work and may remove bad work or materials and have it replaced deducting the value of the work rejected or materials removed and the cost of replacing it as he may think proper from any amount due or that may become due to the contract. The decision of the Chief Engineer is final and will be binding on the contractor.
7. 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.

8. 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.
9. 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.
10. 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.
11. The work shall be carried out without causing any inconvenience to the Trust and to other works in progress in the neighborhood and any losses to the Trust.
12. 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 Entry 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.

13. 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.
14. The work shall be carried out only during Trust's working days between 7-30 A.M. and 5-00 P.M.
15. 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.
16. 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 according to the specifications drawings, general conditions and special conditions even though specific mention thereof has been omitted in the specification and drawings.
17. Measurements recorded by the person authorized by the Chief Engineer to make them will be accepted by the contractor who will be given the opportunity of witnessing the measurements taken.
18. All payments made by the Trust to the contractor for the work shall be rounded off to the nearest rupee.
19. The work shall be completed within **3 Months** (Including maintenance period) from the 7th day of placing the order or actual date of starting the work whichever is earlier.
20. 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 21st of the following month, to which the salary relates.
- (b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (c) In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The

delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

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

